

# Resolution

Number 24-0624

Adopted Date May 14, 2024

## HIRING DANIELLE WHITE AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Danielle White as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective May 21, 2024, at a starting rate of \$19.41 per hour, subject to a negative background check and 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

HR

cc: Emergency Services (file)  
D. White's Personnel file  
OMB- Sue Spencer

# Resolution

Number 24-0625

Adopted Date May 14, 2024

APPROVING THE END OF 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR EMILY HARRIS WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Emily Harris, Administrative Support within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Emily Harris' completion of 365-day probationary period and a pay increase to end of probationary rate of \$18.67 per hour effective pay period beginning May 18, 2024.

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS



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Krystal Powell, Clerk

cc: Children Services (file)  
E. Harris' Personnel File  
OMB – Sue Spencer

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

# Resolution

Number 24-0626

Adopted Date May 14, 2024

APPROVING A WAGE INCREASE FOR ALEXANDER LUCAS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998, adopting departmental work rules and compensation schedule for the Warren County Emergency Services Department and the Emergency Communications Operators; and

WHEREAS, Alexander Lucas, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed two (2) years of service as an Emergency Communications Operator on May 16, 2024.

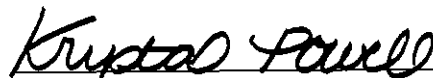
NOW THEREFORE BE IT RESOLVED, to approve Alexander Lucas' wage increase to \$23.57 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning May 16, 2024.

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 -- absent  
Mr. Grossmann -- yea  
Mrs. Jones -- yea

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Emergency Services (file)  
A. Lucas' Personnel File  
OMB-Sue Spencer

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

# Resolution

Number 24-0627

Adopted Date May 14, 2024

ACCEPTING THE RESIGNATION OF KELLY HESTER, ADOPTION CASEWORKER, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE MAY 14, 2024

BE IT RESOLVED, to accept the resignation, of Kelly Hester, Adoption Caseworker, within the Warren County Department of Job and Family Services, Children Services Division, effective May 14, 2024.

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

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

# Resolution

Number 24-0628

Adopted Date May 14, 2024

ACCEPTING THE RESIGNATION OF SOPHIA SIDLEY, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES, EFFECTIVE MAY 13, 2024

BE IT RESOLVED, to accept the resignation, of Sophia Sidley, Emergency Communications Operator, within the Warren County Department of Emergency Services, effective May 13, 2024.

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

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

# Resolution

Number 24-0629

Adopted Date May 14, 2024

ACCEPTING THE RESIGNATION OF KAYLA CONGER, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES, EFFECTIVE MAY 3, 2024

BE IT RESOLVED, to accept the resignation, of Kayla Conger, Emergency Communications Operator, within the Warren County Department of Emergency Services, effective May 3, 2024.

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

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

# Resolution

Number 24-0630

Adopted Date May 14, 2024

ACCEPTING THE RESIGNATION OF MCKAYLA BERBERICH, CUSTOMER ADVOCATE I, WITHIN OHIO MEANS JOBS WARREN COUNTY, EFFECTIVE MAY 22, 2024

BE IT RESOLVED, to accept the resignation, of McKayla Berberich, Customer Advocate I, within OhioMeansJobs Warren County, effective May 22, 2024.

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
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Krystal Powell, Clerk

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

# Resolution

Number 24-0631

Adopted Date May 14, 2024

ADMINISTERING DISCIPLINARY ACTION AGAINST KATHERINE MULLINS WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Mullins, Screener III, within Children Services Department was charged with her fourth violation of Group I, #21 unauthorized absences and excessive tardiness from work in accordance with the County Personnel Policy Manual; and

WHEREAS, the Director requested a pre-disciplinary conference for the above violations; and

WHEREAS, Ms. Mullins was given notification of a pre-disciplinary hearing on May 2, 2024; and

WHEREAS, Ms. Mullins waived her right to the pre-disciplinary Conference on May 6, 2024; and

WHEREAS, it is the recommendation of the Director that Ms. Mullins serve a five (5) day suspension without pay.

NOW THEREFORE BE IT RESOLVED, that Katherine Mullins Screener III, within the Children Services Department, be disciplined for violating the Warren County Personnel Policy Manual as herein before discussed, the penalty for which shall consist of a five (5) day suspension that will be served on May 15, 16, 29, 30, 31; and

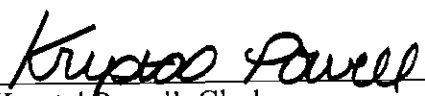
BE IT FURTHER RESOLVED, that this action shall become a part of Ms. Mullins' personnel file.

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

H/R:

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



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

# Resolution

Number 24-0632

Adopted Date May 14, 2024

**APPROVING APPOINTMENT OF ALTERNATE MEMBER TO THE RURAL ZONING  
COMMISSION**

BE IT RESOLVED, to approve the following appointment to fill a vacant position as alternate on the Rural Zoning Commission:

Ed Porginski  
5370 Roachester-Osceola Road  
Morrow, Ohio 45152

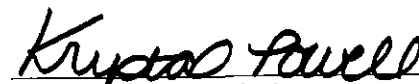
term to expire 12/31/28

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Appointment file  
RZC (file)  
Appointees

# Resolution

Number 24-0633

Adopted Date May 14, 2024

SETTING AN ADMINISTRATIVE HEARING TO CONSIDER THE SITE PLAN REVIEW APPLICATION OF JUSTIN DEMINT/ DC ENGINEERING AND CONSULTING, LLC IN HARLAN TOWNSHIP

BE IT RESOLVED, to set an administrative hearing to consider the site plan review application of DC Engineering and Consulting, LLC in Harlan Township; said public hearing to be held June 4, 2024, at 9:30 a.m. in the County Commissioners Meeting Room; and

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

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc:

RPC  
RZC  
Hearing file  
Applicant  
Township Trustees

# Resolution

Number 24-0634

Adopted Date May 14, 2024

APPOINTING AN EVALUATION COMMITTEE RELATIVE TO THE REQUEST FOR PROPOSALS (RFP) FOR CONSULTING SERVICES FOR THE PROCUREMENT OF ENERGY GENERATION SERVICES FOR VARIOUS WARREN COUNTY FACILITIES

WHEREAS, pursuant to Resolution #24-0464, dated April 2, 2024, this Board issued an RFP for Consulting Services for the Procurement of Energy Generation Services for Various Warren County Facilities; and

WHEREAS, the Warren County Water and Sewer Department recommends an evaluation committee to review the Request for Proposals prior to the selection of a vendor; and

WHEREAS, the committee will be comprised of the Water & Sewer Department's Director & Sanitary Engineer, Chris Brausch; Director of Fiscal Operations, Michael Zeiher; and Assistant Business Manager, Jodi Davis; and

WHEREAS, the committee will present its review sheets to the Warren County Board of Commissioners at its conclusion.

NOW THEREFORE BE IT RESOLVED, to appoint an evaluation committee relative to the Request for Proposals for Consulting Services for the Procurement of Energy Generation Services for Various Warren County Facilities.

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Water/Sewer (file)  
Bid file

# Resolution

Number 24-0635

Adopted Date May 14, 2024

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

BE IT RESOLVED, to enter into the agreements and addendums with the following providers  
relative to home placement and related services for calendar year 2024-2025, on behalf of  
Children Services as attached hereto and made a part hereof:

1. Inspiring L.I.F.E.
2. SJO Kids, Inc. dba NewPath Child & Family Solutions

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a – Inspiring L.I.F.E.  
c/a – SJO Kids, Inc. dba NewPath Child & Family Solutions  
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

Inspiring L.I.F.E., hereinafter "Provider", whose address is:

Inspiring L.I.F.E.  
3611 Wabash Ave  
Cincinnati, OH 45207

Collectively the "Parties".

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## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

### Article II. TERM OF AGREEMENT

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

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

### Article III. ORDER OF PRECEDENCE

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

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

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

### Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

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

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

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

### Article V. PROVIDER RESPONSIBILITIES

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



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

Emergency situations include but are not limited to the following:

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

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

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

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

## Article VI. AGENCY RESPONSIBILITIES

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

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

**Article VII. INVOICING FOR PLACEMENT SERVICES**

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

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

### Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$123,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

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

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

#### **Article IX. TERMINATION; BREACH AND DEFAULT**

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

#### **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

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

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

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

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

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

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

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



Activities Receiving Federal Assistance.

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

**Article XII. INDEPENDENT CONTRACTOR**

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

in accordance with this Agreement.

### **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

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

### **Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS**

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

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

### **Article XV. ATTACHMENTS/ADDENDA**

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

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

## Article XVI. NOTICE

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

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

if to Provider, to  
Inspiring L.I.F.E.  
3611 Wabash Ave  
Cincinnati, OH 45207

## Article XVII. CONSTRUCTION

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

## Article XVIII. NO ASSURANCES

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

## Article XIX. CONFLICT OF INTEREST

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

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

## Article XX. INSURANCE

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

## Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

## Article XXII. SCREENING AND SELECTION

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

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

**Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

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

**Article XXIV. FINDINGS FOR RECOVERY**

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

**Article XXV. PUBLIC RECORDS**

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

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

**Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

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

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

### **Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

### **Article XXIX. PROPERTY OF AGENCY**

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

### **Article XXX. SEVERABILITY**

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

### **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

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

### **Article XXXII. COUNTERPARTS**

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



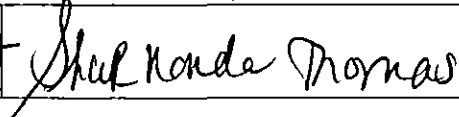
which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall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

**Article XXXIII. APPLICABLE LAW AND VENUE**

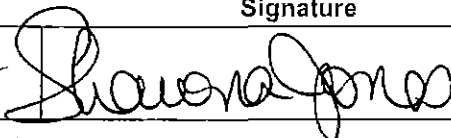
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:


Provider: Inspiring L.I.F.E.

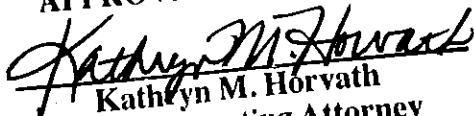
Print Name & Title	Signature	Date
Sharhonda Thomas President		3-1-2024

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		5-7-24

Additional Signatures

Print Name & Title	Signature	Date
*Tom Grossmann, Vice president		5-14-24

**APPROVED AS TO FORM**  
  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

**Title IV-E Schedule A Rate Information**

Title IV-E Schedule A Rate Information  
 Agency: Warren County Children Services  
 Provider / ID: Inspiring L.I.F.E. / 27825880

Run Date: 02/14/2024  
 Contract Period: 06/01/2024 - 05/31/2025

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Wabash Avenue Group Home (20966)	7629863			\$290.00	\$40.00							\$330.00	06/01/2024	05/31/2025

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

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

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

**AMEDNMENT #5:**

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

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

**AMENDMENT #6:**

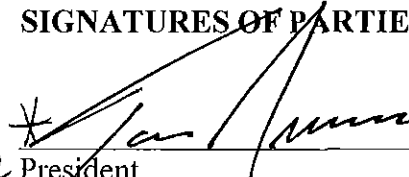
Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:


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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 24-0635, dated May 14, 2024, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

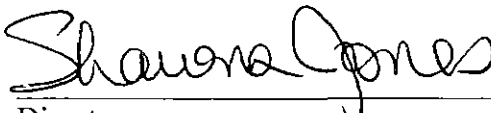
  
Vice President  
Warren County Board of Commissioners

  
Provider


Date 5-14-24

Date 3/1/2024

Reviewed by:

  
Director  
Warren County Children's Services

Approved as to Form:

  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF Hamilton

I ShaRhonda Thomas, holding the title and position of President at the firm Inspiring L.I.E.E., 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.

ShaRhonda Thomas  
AFFIANT

Subscribed and sworn to before me this 1<sup>st</sup> day of March 20 24

[Signature]  
(Notary Public),

Hamilton County.

My commission expires 01/31 20 28



ANYAH MICHELLE HODGE  
Notary Public  
State of Ohio  
My Comm. Expires  
January 31, 2028



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2023

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

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

<b>PRODUCER</b> <b>American Heritage Insurance Group</b> <b>9675 Montgomery Road, Suite 101</b> <b>Cincinnati, OH 45242</b>	<b>CONTACT NAME:</b> Shelly West <b>PHONE (A/C No, Ext):</b> 513-984-5255 <b>E-MAIL ADDRESS:</b> swest@americanheritageins.com	<b>FAX (A/C, No):</b> 513-984-5339
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Inspiring L.I.F.E.</b> <b>3611 Wabash Ave.</b> <b>Cincinnati, OH 45207</b>	<b>INSURER A:</b> Philadelphia Insurance	
	<b>INSURER B:</b> ACE West Chester Specialty Group	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 00020305-222190

REVISION NUMBER: 17

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Abuse &amp; Molestation</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2554680	05/22/2023	05/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 OH Stop Gap \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2554680	05/22/2023	05/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Property 90% co in</b>			PHPK2554680	05/22/2023	05/22/2024	<b>Contents</b> 20,800
B	<b>Directors &amp; Officers</b>			NFPOHF158606982-002	08/04/2023	08/04/2024	<b>Including Crime</b> 500,000

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

This certificate is issued as a matter of information only with regards to the normal operations of the Named Insured.

**CERTIFICATE HOLDER**

**Warren County Childrens Services**  
**416 South East Street**  
**Lebanon, OH 45036**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(MLW)

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February 9, 2024

Melonee Ridgeway, Executive Director  
Inspiring L.I.F.E.  
3611 Wabash Avenue  
Cincinnati, Ohio 45207-1223

**RE: Continuation of Current Certificate of Approval for Inspiring L.I.F.E. (119 Study ID# 0000006780)**

Dear Ms. Ridgeway:

The Ohio Department of Job and Family Services is in receipt of Inspiring L.I.F.E.'s application for recertification. However, we are unable to complete our review of the application prior to the expiration of Inspiring L.I.F.E.'s certificate on February 27, 2024.

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

If you have any questions, please contact Dawn Grooms, Agency Licensing/Certification Specialist at (614) 512-0004 or e-mail at [dawn.grooms@childrenandyouth.ohio.gov](mailto:dawn.grooms@childrenandyouth.ohio.gov).

Sincerely,

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

cc: Stevie Romano, OFC  
Deirdre Grennan, OFC  
Dawn Grooms, OFC  
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

SJO Kids, Inc. dba NewPath Child & Family Solutions, hereinafter "Provider", whose address is:

SJO Kids, Inc. dba NewPath Child & Family Solutions  
5400 Edalbert Dr  
Cincinnati, OH 45239

Collectively the "Parties".

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## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

### Article II. TERM OF AGREEMENT

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

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

### **Article III. ORDER OF PRECEDENCE**

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

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

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

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

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

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

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

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

### **Article V. PROVIDER RESPONSIBILITIES**

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

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

Emergency situations include but are not limited to the following:

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

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

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

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

## Article VI. AGENCY RESPONSIBILITIES

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

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

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

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



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

### **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$145,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

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

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

## **Article IX. TERMINATION; BREACH AND DEFAULT**

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

## **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

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

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

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

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

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

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

Activities Receiving Federal Assistance.

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

## Article XII. INDEPENDENT CONTRACTOR

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

in accordance with this Agreement.

### **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

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

### **Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS**

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

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

### **Article XV. ATTACHMENTS/ADDENDA**

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

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

**Article XVI. NOTICE**

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

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

if to Provider, to                      SJO Kids, Inc. dba NewPath Child & Family Solutions  
5400 Edalbert Dr  
Cincinnati, OH 45239

**Article XVII. CONSTRUCTION**

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

**Article XVIII. NO ASSURANCES**

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

**Article XIX. CONFLICT OF INTEREST**

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

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

## Article XX. INSURANCE

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

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

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

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

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

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

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



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

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

F. The Provider further agrees with the following provisions:

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

## Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

## Article XXII. SCREENING AND SELECTION

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

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

**Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

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

**Article XXIV. FINDINGS FOR RECOVERY**

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

**Article XXV. PUBLIC RECORDS**

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

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

**Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

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

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

#### **Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

#### **Article XXIX. PROPERTY OF AGENCY**

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

#### **Article XXX. SEVERABILITY**

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

#### **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

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

#### **Article XXXII. COUNTERPARTS**

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


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

**Article XXXIII. APPLICABLE LAW AND VENUE**

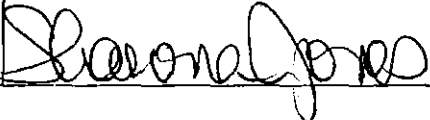
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:

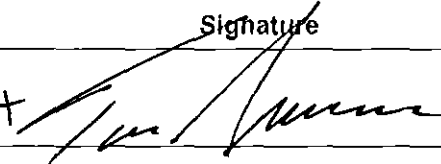
Provider: SJO Kids, Inc. dba NewPath Child & Family Solutions

Print Name & Title	Signature	Date
Eric Cummins, CEO		4/10/24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		5-7-24

Additional Signatures

Print Name & Title	Signature	Date
*Tom Grossmann, Vice president		5-14-24

APPROVED AS TO FORM

  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency: Warren County Children Services  
 Provider / ID: SJO Kids, Inc. dba NewPath Child & Family Solutions / 24390

Run Date: 04/05/2024  
 Contract Period: 06/01/2024 - 05/31/2025

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Family Ties - Specialized Foster Care (30386)- FFH	3527663			\$78.00	\$80.00							\$158.00	06/01/2024	05/31/2025
Family Ties - Therapeutic Foster Care (30060)- FFH	391640			\$53.00	\$52.00							\$105.00	06/01/2024	05/31/2025
Family Ties - Therapeutic Foster Care Level 3 (30409)- FFH	4997663			\$47.00	\$48.00							\$95.00	06/01/2024	05/31/2025
Family Ties - Therapeutic Foster Care Level 3 (30409)- FFH	4997663			\$60.00	\$53.00							\$113.00	06/01/2024	05/31/2025
Family Ties - Traditional Foster Care (30377)- FFH	2149657			\$39.00	\$41.00							\$80.00	06/01/2024	05/31/2025

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

I, Eric Cummins, holding the title and position of Chief Executive Officer at the firm SJO Kids, Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

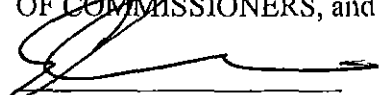
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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

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

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

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



AFFIANT

Subscribed and sworn to before me this 10th day of April 20 24

Diane King  
(Notary Public),

Hamilton County.

My commission expires July 23 20 26



DIANE KING  
Notary Public  
State of Ohio  
My Comm. Expires  
July 23, 2026



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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

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

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

**AMENDMENT #5:**

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

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

**AMENDMENT #6:**


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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number \_\_\_\_\_, dated \_\_\_\_\_, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**


  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

  
\_\_\_\_\_  
Provider

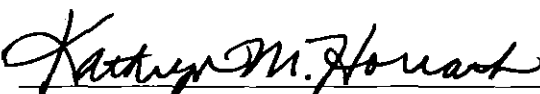
Date \_\_\_\_\_

Date 10 April 2024

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children's Services

Approved as to Form:

  
\_\_\_\_\_  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

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

**Mike DeWine  
Governor**

**This is to Certify that**

**SJO Kids, Inc. dba NewPath Child & Family Solutions  
5400 Edalbert Drive  
Cincinnati, Ohio 45239-7604  
Recertification - S-0000005555**

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

Functions:

- To operate or provide Independent Living arrangements
- To act as a representative of ODJFS in recommending Treatment Foster Homes for certification
- To 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 February 28, 2023, to February 27, 2025





**MHAS**

*Promoting wellness and recovery*

Mike DeWine, Governor

Lori Criss, Director

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## License to Operate a Residential Facility

This Residential Facility has been surveyed in accordance with Section 5119.34 of the Ohio Revised Code, is in compliance with rules adopted pursuant to this Chapter, and is hereby issued this license for the maximum number of residents and household members specified.

Date of Issue: **8/15/2021**

Date of Expiration: **8/14/2024**

Name of Facility: **SJO KIDS, INC**

Address: **274 Sutton Road, Cincinnati, OH 45230**

County: **Hamilton**

Term: **Full**

Operator: **SJO KIDS INC.  
dba NewPath Child & Family Solutions**

License Number: **06-8201**

Number of Licensed Beds: **33**    Number of Household Members: **33**

Classification: **Residential Class 1 - Children/Adolescents**

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**Director, Ohio Department of Mental Health and Addiction Services**



**Department of  
Mental Health &  
Addiction Services**

Mike DeWine, Governor  
LeeAnne Cornyn, Director

---

**Behavioral Health Certification  
Certificate of Services  
For  
SJO KIDS INC.  
dba NewPath Child & Family Solutions**

**Certification Number: 01-8473**

**Issued: 1/27/2022**

**Expires: 1/26/2025**

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

A handwritten signature in black ink, appearing to read "LeeAnne Cornyn".

---

Director, Ohio Department of Mental Health and Addiction Services

Behavioral Health Certification Number 01-8473

**SJO KIDS INC.  
dba NewPath Child & Family Solutions**

**Certified Service(s)**

<u>Service Name</u>	<u>Certification Type</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Community Psychiatric Supportive Treatment (CPST) Service	Full	01/27/2022	01/26/2025
Crisis Intervention Service	Full	01/27/2022	01/26/2025
General Services	Full	01/27/2022	01/26/2025
Mental Health Day Treatment Service	Full	01/27/2022	01/26/2025
Qualified Residential Treatment Program	Full	01/27/2022	01/26/2025
SUD Case Management Services	Full	01/27/2022	01/26/2025
Supplemental Service - Independent Living Skills	Full	01/27/2022	01/26/2025
Supplemental Service - Social and Recreational	Full	01/27/2022	01/26/2025
Supplemental Service - Supported Living	Full	01/27/2022	01/26/2025
Therapeutic Behavioral Services and Psychosocial Rehabilitation	Full	01/27/2022	01/26/2025

Behavioral Health Certification Number 01-8473

**SJO KIDS INC.  
dba NewPath Child & Family Solutions**

**Agency Site Location(s)**

- 5400 Edalbert Drive, Cincinnati, OH 45239
SJO KIDS, INC - 274 Sutton Road, Cincinnati, OH 45230
- 6975 Dixie Hwy., Suite A, Fairfield, OH 45014

# CARF INTERNATIONAL

*A Three-Year Accreditation is issued to*

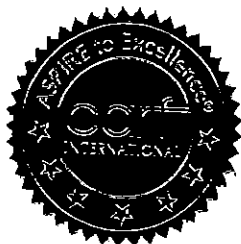
## *SJO Kids Inc. dba NewPath Child & Family Solutions*

*for the following program(s)/service(s):*

*Case Management/Services Coordination: Mental Health (Children and Adolescents)  
Day Treatment: Mental Health (Children and Adolescents)  
Intensive Family-Based Services: Mental Health (Children and Adolescents)  
Outpatient Treatment: Integrated: SUD/Mental Health (Adults)  
Outpatient Treatment: Integrated: SUD/Mental Health (Children and Adolescents)  
Outpatient Treatment: Mental Health (Children and Adolescents)  
Residential Treatment: Mental Health (Children and Adolescents)  
Specialized or Treatment Foster Care: Family Services (Children and Adolescents)  
Supported Living: Mental Health (Children and Adolescents)*

*This accreditation is valid through  
May 31, 2024*

*The accreditation seals in place below signify that the organization has met annual conformance requirements for quality standards that enhance the lives of persons served.*



*This accreditation certificate is granted by authority of:*

*Richard Fortkosh*

Richard Fortkosh  
Chair  
CARF International Board of Directors

*Brian J. Boon, Ph.D.*

Brian J. Boon, Ph.D.  
President/CEO  
CARF International



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/30/2023

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

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

<b>PRODUCER</b> Brown & Brown of Lehigh Valley, LP 3001 Emrick Blvd  Bethlehem PA 18020	<b>CONTACT NAME:</b> Dana Lorchelm <b>PHONE (A/C, No, Ext):</b> (610) 974-9490 <b>E-MAIL ADDRESS:</b> dana.lorchelm@bbrown.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  SJO Klds Inc dba NewPath Child 5400 Edalbert Drive  Cincinnati OH 45239	<b>INSURER A:</b> Alliance of Nonprofits for Insurance, Risk Retention Group	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 23 MASTER                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liability- GL/ PL and abuse  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			202374124	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			202374124	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$			202374124UMB	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Sublimit - Abuse \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	202374124	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER    STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Abuse/Molestation			202374124	07/01/2023	07/01/2024	OCC/AGG \$1MIL/\$3MIL OCC/AGG \$1MIL/\$3MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Per written contract: "Additional Insured status applies as respects to General Liability to the extent provided per the attached form (CG 20 26). Additional Insured status applies as respects to Auto Liability to the extent provided per the attached form ANI-RRG-A1

<b>CERTIFICATE HOLDER</b>  Warren County Children Service  Lebanon OH 45036	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  



## Additional Named Insureds

### Other Named Insureds

3125-3143 Glenmore Apartments LLC	Limited Liability Company, Additional Named Insured
NewPath Child & Family	Doing Business As
St. Joseph Orphanage	Doing Business As

# Resolution

Number 24-0636

Adopted Date May 14, 2024

ENTERING INTO AN ENGINEERING SERVICES CONTRACT WITH BURGESS & NIPLE,  
INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an engineering service contract with Burgess & Niple, Inc. 330  
Rush Alley, Suite 700, Columbus, OH 43215 for engineering services for the Bethany Road  
Compact Roundabout at Hudson Hills Lane Preliminary Engineering Study; 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—Burgess & Niple, Inc.  
Engineer (file)

**ENGINEERING SERVICES CONTRACT FOR  
BETHANY ROAD COMPACT ROUNDABOUT AT HUDSON HILLS LANE  
PRELIMINARY ENGINEERING STUDY**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Burgess & Niple, Inc., 330 Rush Alley, Suite 700, Columbus, Ohio 43215, a Corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to study alternate layouts for a future compact single-lane roundabout project on Bethany Road (CR 59) at the intersection with Hudson Hills Lane and Melampy Creek Lane, hereinafter referred to as the "PROJECT."

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

**SECTION 1 - BASIC SERVICES OF ENGINEER**

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services detailed in the ENGINEER'S fee proposal (letter dated April 11, 2024) which is attached and made a part of this contract and identified as Exhibit I, hereinafter referred to as "Basic Services."
- 1.3 Prepare preliminary engineering study documents consisting of alternate layouts for a future compact single-lane roundabout project.
- 1.4 Based on the information contained in the preliminary engineering study, submit an opinion of preliminary probable Project Costs for each alternate.
- 1.5 Furnish two copies of the above preliminary engineering study and one copy of all electronic files regarding the PROJECT on a disk and present and review them in person with COUNTY ENGINEER.

**SECTION 2 - ADDITIONAL SERVICES OF ENGINEER**

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

**SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES**

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his/her disposal all available information pertinent to the Project.

- 3.3 Furnish ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Examine all studies, reports, sketches, drawings, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER and COUNTY ENGINEER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Designate in writing the person or persons to act as COUNTY ENGINEER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 3.7 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of the Contractor(s).
- 3.8 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.9 Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period of time that may reasonably be required for the Engineering Services of the Project including extra work and required extensions thereto.
- 4.2 ENGINEER's services shall each be considered complete at the earlier of (1) the date when the submission has been accepted by COUNTY ENGINEER or (2) thirty days after the date when such submission is delivered to COUNTY ENGINEER for final acceptance.
- 4.3 If COUNTY ENGINEER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his/her various rates of compensation shall be adjusted appropriately upon approval of OWNER.
- 4.4 If ENGINEER's services for design of the Project are delayed or suspended in whole or in part by COUNTY ENGINEER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to COUNTY ENGINEER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

## **SECTION 5 - PAYMENTS TO ENGINEER**

### **5.1 Methods of Payment for Services and Expenses of ENGINEER**

5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a lump sum base fee of \$24,000.00.

5.1.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

### **5.2 Times of Payments.**

5.2.1. Engineer shall submit monthly statements for Basic and Additional Services rendered. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements, EXCEPT as provided in Section 5.2.2.

5.2.2. The OWNER shall reimburse the ENGINEER for services included to a maximum of 90% of the total contract amount until such time as the final documents have been received and approved by the COUNTY ENGINEER. The Owner shall pay the final 10% of the contract amount upon final approval of the final documents.

### **5.3 Other Provisions Concerning Payments.**

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefore, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.

5.3.2. In the event of termination by OWNER under paragraph 6.1 upon the completion of any portion of the Basic Services, progress payment due ENGINEER for all services satisfactorily rendered through such portion shall constitute total payment for such services.

5.3.3. Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

### **5.4 Definitions**

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination.**

The obligation to provide services under this Agreement may be terminated by OWNER for convenience upon seven days' written notice by certified mail, return receipt requested, and by either party upon seven days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### **6.2 Reuse of Documents.**

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER's risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

### **6.3 Controlling Law and Venue**

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio Court of Common Pleas. No party shall initiate or attempt to remove any litigation arising out of this Agreement in any other state or federal court.

### **6.4 Successors and Assigns.**

6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

### **6.5 Modification or Amendment**

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

**6.6 Construction**

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

**6.7 Waiver**

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

**6.8 Relationship of Parties**

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

**6.9 Parties**

Whenever the terms "OWNER" "COUNTY ENGINEER" or "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

**6.10 Headings**

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

**6.11 Notices**

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

TO: Warren County Commissioners Attn. Martin Russell, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3301
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Burgess & Niple, Inc.  
Attn: Daniel Soroka, P.E.  
330 Rush Alley, Suite 700  
Columbus, Ohio 43215  
Ph. 614-459-2050 x1509

**6.12 Insurance**

ENGINEER shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. By endorsement to the Comprehensive General Liability, COUNTY ENGINEER shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall

provide thirty (30) days notice of cancellation or non-renewal to COUNTY ENGINEER. Such certificates shall provide that the insurer notify COUNTY ENGINEER in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the COUNTY ENGINEER not less than 30 days prior to said cancellation date. ENGINEER shall also deliver to the COUNTY ENGINEER, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein. ENGINEER shall carry statutory worker's compensation insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

### **7.1 This Agreement is subject to the following special provisions:**

7.1.1 ENGINEER shall furnish to COUNTY ENGINEER the required Contract submittal per the attached schedule (Exhibit 1). In the event that the ENGINEER fails to furnish the required submittal according to the attached schedule, the Board of Commissioners shall have the right to assess the ENGINEER liquidated damages in the amount of \$50.00 per day for each calendar day that the ENGINEER exceeds the schedule deadlines. Liquidated damages shall not be assessed for any delay caused by the OWNER and COUNTY ENGINEER.

### **7.2 The following Exhibits are attached to and made a part of this Agreement:**

Exhibit 1

7.3 In the event of any conflict or contradiction between any special provision, exhibits and schedules and the text of this Agreement, the terms, conditions and obligations of this Agreement shall be controlling.

## **SECTION 8 – ENTIRE AGREEMENT**

This Agreement (consisting of pages 1 to 7 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by all parties.

## **SECTION 9 – INDEMNIFICATION**

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

[Continued on next page]



**SECTION 10 – EXECUTION**

**ENGINEER :**

IN EXECUTION WHEREOF, Burgess & Niple, Inc. has caused this Agreement to be executed on the date stated below by JONATHAN BRUNOT, its VICE PRESIDENT, pursuant to a corporate Resolution authorizing such act.

**BURGESS & NIPLE, INC.**

SIGNATURE: [Signature]  
PRINTED NAME: JONATHAN BRUNOT  
TITLE: VICE PRESIDENT  
DATE: 5/6/2024

**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 Tom Grossmann, its vice president on the date stated below, pursuant to Resolution No. 24-0636 dated 5-14-24.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]  
PRINTED NAME: Tom Grossmann  
TITLE: Vice President  
DATE: 5-14-24

**RECOMMENDED BY:**

**NEIL F. TUNISON, P.E., P.S.  
WARREN COUNTY ENGINEER**

By: [Signature]  
Neil F. Tunison, P.E., P.S.

**APPROVED AS TO FORM:**

**DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO**

By: \_\_\_\_\_  
Assistant Prosecuting Attorney

Handwritten notes and signatures in the right margin, including a vertical signature on the far right edge.

**EXHIBIT 1**

# BURGESS & NIPLE

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330 Rush Alley | Suite 700 | Columbus, OH 43215 | 614.459.2050

Mr. Kurt Weber, PE, PS  
Chief Deputy Engineer  
Warren County Engineer's Office  
210 W Main Street  
Lebanon, OH 45036

Re Bethany Road @ Hudson Hills  
Preliminary Engineering Study  
Price Proposal

April 11, 2024

Dear Mr. Weber:

Thank you for giving Burgess & Niple, Inc. (B&N) the opportunity to submit this price proposal to perform preliminary engineering services for the intersection of Bethany Road and Hudson Hills Lane. This proposal is the lump sum fee to perform preliminary engineering layouts and other associated study work as described in this proposal.

## PROJECT DESCRIPTION

The project is located in Warren County, Ohio at the intersection of Bethany Road and Hudson Hills Lane/Melampy Creek Lane ([Google Maps Link](#)). The north side of the intersection is within Deerfield Township and the south side of the intersection is within the City of Mason. The project limits extend approximately 700-feet on each side of Bethany Road and 250-feet on the north and south legs. B&N will perform preliminary engineering layouts to determine if a compact roundabout is feasible at this intersection.

## SCOPE OF SERVICES

B&N will perform the preliminary engineering services as described in the following narrative. Deliverables will include exhibits showing the preliminary layouts, tables showing traffic analysis and cost estimates, and a short technical memo summarizing the results of the study.

### 1. Field Review

Two B&N staff will perform a site visit to identify relevant existing conditions such as utilities, drainage facilities, terrain, right of way features, etc. Photos will be captured to document existing conditions. Assume 3 hours total for driving and field time for each staff member. 6 hours total.

### 2. Traffic Analysis

B&N will utilize traffic counts provided by the Warren County Engineer's Office (WCEO) and growth rates used for other surrounding projects to develop future traffic volumes. These volumes will be used to analyze one build alternative (roundabout) and the no-build alternative using HCS. A level of service (LOS) table will be developed summarizing the results. This scope does not include any effort for existing or proposed safety analysis since a safety application is not intended to be submitted. Assume 1 hour to review the counts provided by WCEO, 4 hours to develop the growth factor a future volumes, 8 hours to complete the no-build and one build analysis, and 3 hours to summarize the results in a table. Total of 16 hours.

### 3. Utility Coordination

An OUPS ticket will be submitted to identify utility owners within the study area. Any record information obtained from utility owners (i.e. gas, storm, sanitary, etc) along with facilities identified during the site visit or from Google will be mapped and shown on the proposed alternative exhibits. A summary of utility owners and potential impacts will be included in the final deliverable. No direct utility coordination with owners will be done as a part of this study other than obtaining record plans. Assume 4 hours to submit the OUPS ticket and create a list of owners, and 4 hours to develop the cadd basemap to be shown in the final roll plot. 8 hours total.

### 4. File Setup

B&N will collect all available GIS information from Warren County and OGRIP including aerial imagery and lidar. This information will be brought into MicroStation/Open Roads to be used as the basis of the preliminary alternatives. Assume 4 hours total.

### 5. Preliminary Alternative Layouts

Three roundabout layouts as described in this task will be developed utilizing OGRIP aerial imagery and lidar along with other available GIS information. A design criteria table will be created as a basis for the layouts.

- a. **Standard single-lane roundabout:** A rough preliminary single lane roundabout (approximately 150-180 foot IDC) will be developed only for comparison to and justification for the compact roundabouts. No vertical geometry or 3D model, speed checks, or truck turns will be developed for this option since it is assumed it will be too impactful and costly to implement.
- b. **Compact roundabout 1 (No ROW Required):** One compact roundabout (ICD 80-120 feet) option will be developed that does not require any right of way acquisition. Minor pavement widening may be necessary.
- c. **Compact roundabout 2 (ROW Required):** A second compact roundabout (ICD 80-120 feet) will be developed that may require minimal right of way.

Both compact roundabout options are assumed to be a single through lane for all approaches with pedestrian sidewalk crossings on all legs. To verify the feasibility of the roundabouts, speed checks and truck turns will be developed for both compact options.

Assume 4 hours to develop design criteria to be used for the alternatives. Assume 8 hours for the standard single lane roundabout (horizontal only). For each of the two compact roundabout alternatives, assume 6 hours to develop the horizontal, 4 hours to investigate the vertical profiles and grading for feasibility (no profiles will be shown as a deliverable), 4 hours to run truck turns, and 4 hours to run speed checks. 18 hours per compact roundabout for a total of 36 hours. Total of 48 hours for this task.

### 6. Create Exhibits

100-scale exhibits will be developed for each of the three alternatives discussed in Task 5 along with a no-build alternative for a total of 4 exhibits. Assume 4 hours each to develop a draft of each exhibits and 4 hours total to revised based on coordination with WCEO. Total of 20 hours.

**7. Preliminary Cost Estimates**

Preliminary cost estimates will be developed for the two compact roundabout options described in Task 5. Since it is assumed that the standard single lane will be too impactful, other similar roundabout costs can be provided for comparison. The cost estimates for the two compact options will utilize ODOT and other local bid histories to develop unit prices. Major pay items such as pavement and earthwork will be quantified using cadd and other items such as traffic control, MOT, and drainage will be estimated as a percentage of the total estimate or based on other projects of similar scope and size. No right of way or utility costs are included in this effort. Assume 14 hours for this task.

**8. Technical Memorandum**

A short technical memorandum will be provided that summarizes the results of the study, including pros and cons of the preliminary alternatives, methodology used, and recommended next steps for the project. Assume 12 hours.

**9. Meetings, Project Management, & Administration**

This task assumes 4 hours per month for 2 months of general oversight including project setup, personnel allocation, client coordination, QA/QC, and invoicing. Two 1-hour virtual meetings with Warren County are assumed during the study to review preliminary layouts, costs, and discuss funding application details. Assume 3 B&N staff per meeting for a total of 6 hours. Total of 14 hours for this task.

**SCHEDULE**

It is assumed that the study will take approximately 2 months to complete. The goal is to have a determination of a feasible alternative and estimated costs by early August 2024 (at the latest) for the Warren County Engineer's Office to submit an OPWC application for the project. A detailed schedule will be developed taking this into consideration once authorization to proceed is provided.

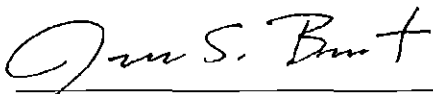
**FEE**


B&N will perform the scope of services described above for a lump sum fee of \$24,000. A detailed breakdown of the tasks and personnel hourly estimates is attached.

We appreciate this opportunity to provide preliminary engineering services to the Warren County Engineer's office. If you have any questions or comments, please do not hesitate to call.

Sincerely,

**BURGESS & NIPLE, INC.**

  
\_\_\_\_\_  
Jonathan S. Brunot, PE  
Vice President

  
\_\_\_\_\_  
Daniel Soroka, PE  
Project Manager

**DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES**

County Route and Section: WCEO - Bethany Rd @ Hudson Hills  
 Compact Roundabout PE Study  
 CONSULTANT: Burgess & Niple

Proposal Date: #/11/2024  
 Revised Date:

**PROJECT DESCRIPTION:** Preliminary engineering layouts to determine if a compact single lane roundabout is feasible at the intersection of Bethany Road and Hudson Hills Lane.

**HOURLY RATES**

Principal	\$85.00
Sr Traffic Engineer	\$72.00
Project Manager	\$65.00
Roadway/Traffic Engineer	\$45.00
EIT/Technician	\$40.00
Administrative	\$32.00
	\$0.00
	\$0.00
	\$0.00

Average Overhead Rate = 188.00% (Net Fee Calc.)  
 Overhead Percentage = 188.00%  
 Net Fee Percentage = 11.00%  
 Cost of Money = 0.81%

Task #	Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
1	Field Review	\$55.90	6	\$330.00	\$620.40	\$2.67	\$67.00	\$0.00	\$104.54	\$1,124.62
2	Traffic Analysis	\$55.13	16	\$891.00	\$1,653.16	\$7.14	\$0.00	\$0.00	\$179.42	\$1,816.72
3	Utility Coordination	\$46.25	8	\$370.00	\$695.69	\$3.00	\$0.00	\$0.00	\$117.11	\$1,185.91
4	File Setup	\$41.25	1	\$41.65	\$310.20	\$1.34	\$0.00	\$0.00	\$52.17	\$524.81
5	Preliminary Alternative Layouts	\$59.83	48	\$2,440.00	\$4,587.23	\$19.76	\$0.00	\$0.00	\$772.99	\$7,819.95
6	Create Exhibits	\$47.90	20	\$940.00	\$1,767.20	\$7.61	\$0.00	\$0.00	\$297.79	\$3,012.61
7	Preliminary Cost Estimates	\$52.14	14	\$730.00	\$1,372.19	\$5.91	\$0.00	\$0.00	\$131.26	\$1,339.58
8	Technical Memorandum	\$65.00	12	\$780.00	\$1,468.49	\$6.32	\$0.00	\$0.00	\$147.10	\$2,499.92
9	Meetings, PM, & Admin	\$39.36	14	\$551.00	\$1,562.18	\$6.73	\$0.00	\$0.00	\$165.16	\$2,663.27
	<b>TOTAL AUTHORIZED TASKS</b>	<b>\$52.59</b>	<b>142</b>	<b>\$7,468.00</b>	<b>\$14,039.84</b>	<b>\$60.49</b>	<b>\$67.00</b>	<b>\$0.00</b>	<b>\$2,365.86</b>	<b>\$24,001.19</b>
	<b>IF-AUTHORIZED TASKS</b>									
			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>SUBTOTAL IF-AUTHORIZED TASKS</b>		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>GRAND TOTAL</b>	<b>\$52.59</b>	<b>142</b>	<b>\$7,468.00</b>	<b>\$14,039.84</b>	<b>\$60.49</b>	<b>\$67.00</b>	<b>\$0.00</b>	<b>\$2,365.86</b>	<b>\$24,001.19</b>

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES,  
AND LABOR RATES

WCEO - Bethany Rd @ Hudson  
County Route and Hills Compact Roundabout PE  
Section: Study  
CONSULTANT: Burgess & Niple

Proposal Date: 4/11/2024

Revised Date:

HOURLY RATES

Principal: \$85.00  
Sr Traffic Engineer: \$72.00  
Project Manager:  
Sr Roadway Engineer: \$65.00  
Roadway/Traffic Engineer: \$45.00  
EIT/Technician: \$40.00  
Administrative: \$32.00

PROJECT DESCRIPTION: Preliminary engineering layouts to determine if a compact single lane roundabout is feasible at the intersection of Bethany Road and Hudson Hills Lane.

Task #	Task Description	Principal	Sr Traffic Engineer	Project Manager Sr Roadway Engineer	Roadway/Traffic Engineer	EIT/Technician	Administrative				Overall Total Hours	Labor Costs
		85	72	65	45	40	32	0	0	0		
1	Field Review			3	3						6	\$339.00
2	Traffic Analysis		6		10						16	\$841.00
3	Utility Coordination			1	5	2					8	\$378.00
4	File Setup				1	3					4	\$165.00
5	Preliminary Alternative Layouts	4		8	28	8					48	\$2,418.00
6	Create Exhibits			4	8	8					20	\$948.00
7	Preliminary Cost Estimates	1		4	5	4					14	\$738.00
8	Technical Memorandum	2		6	2						12	\$780.00
9	Meetings, PM, & Admin	3		6	2		3				14	\$831.00
	<b>TOTAL AUTHORIZED TASKS</b>	<b>10</b>	<b>6</b>	<b>34</b>	<b>64</b>	<b>25</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>142</b>	<b>\$7,468.00</b>
	<b>IF-AUTHORIZED TASKS</b>											
	Subtotal	0	0	0	0	0	0	0	0	0	0	\$0.00
	<b>SUBTOTAL IF-AUTHORIZED TASKS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	<b>GRAND TOTAL</b>	<b>10</b>	<b>6</b>	<b>34</b>	<b>64</b>	<b>25</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>142</b>	<b>\$7,468.00</b>

**DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES**

County Route and Section: WCEO - Bethany Rd @ Hudson Hills Compact Roundabout PE Study  
 CONSULTANT: Burgess & Niple

Proposal Date: 4/11/2024

Revised Date:

PROJECT DESCRIPTION: Preliminary engineering layouts to determine if a compact single lane roundabout is feasible at the intersection of Bethany Road and Hudson Hills Lane.

Direct Costs  
 Technology Charge: \$  
 mileage reimbursement rate: \$ 0.670

Task #	Task Description	Total Hours	Tech Charge	Mileage	Mileage \$0.67/ml	Miscellaneous	Total Cost	Subconsultants
1	Field Review	6	\$0.00	100	\$67.00		\$67.00	
			\$0.00		\$0.00		\$0.00	
			\$0.00		\$0.00		\$0.00	
	<b>TOTAL AUTHORIZED TASKS</b>	<b>6</b>	<b>\$0.00</b>	<b>100</b>	<b>\$67.00</b>	<b>\$0.00</b>	<b>\$67.00</b>	<b>\$0.00</b>
	<b>IF-AUTHORIZED TASKS</b>							
	Subtotal	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Subtotal of If-Authorized Tasks</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>GRAND TOTAL</b>	<b>6</b>	<b>\$0.00</b>	<b>100</b>	<b>\$67.00</b>	<b>\$0.00</b>	<b>\$67.00</b>	<b>\$0.00</b>



# Resolution

Number 24-0637

Adopted Date May 14, 2024

ENTERING INTO A TANF SUMMER YOUTH EMPLOYMENT PROGRAM WORKSITE AGREEMENT WITH MARY HAVEN YOUTH CENTER ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to enter into a TANF Summer Youth Employment Program Worksite Agreement with Mary Haven Youth Center on behalf of OhioMeansJobs Warren County; as attached hereto and made 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a – OhioMeansJobs Warren County  
OhioMeansJobs (file)

**OhioMeansJobs Warren County  
TANF Youth Employment Program  
Worksite Agreement**

This agreement is entered into by and between on this 2<sup>nd</sup> day of May, 2024, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Mary Haven Youth Center, 900 Memorial Drive, Lebanon, Ohio 45036** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2025.

**WITNESSETH:**

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
  
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I.. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite

Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).

OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

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

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by

the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

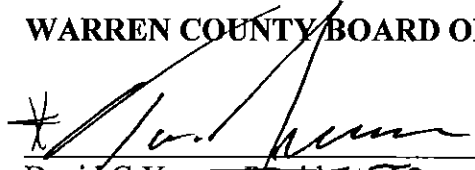
- S. This agreement may be modified upon mutual consent of both parties.
- T. **GROUND FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:

- U. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

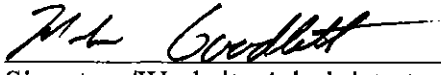
IN WITNESS WHEREOF, the parties have executed this Agreement on this 14  
day of May, 2024.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
David G. Young, President Tom Grossmann, vice President

**WORKSITE:**

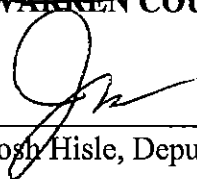
Mary Haven Youth Center  
Worksite Name

 4/29/24  
Signature/Worksite Administrator Date

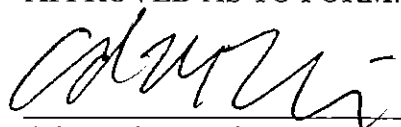
Superintendent  
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

\_\_\_\_\_  
Signature of Authorized Organized Labor Representative Date

Ohio Means Jobs Warren County  
~~WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES~~  
 5/6/24  
Josh Hisle, Deputy Director Date

**APPROVED AS TO FORM:**

  
Adam Nice, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program  
Request Form

I. Agency Information:

Agency Name: Mary Haven Youth Center

Address: 900 Memorial Drive Lebanon, OH 45036

Phone: 513 695-1366 E-mail Mike.goodlett@co.warren.oh.us

Agency Administrator: Mike Goodlett

Contact Person: Mike Goodlett / Michael Mason

FEIN#: 31-000058

II. Program Information: Work for the youth will begin at the worksite on or about 5/28/24 and continue until on or about 8/9/24. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
mary Haven	Mike Goodlett 695-1613	15	16 to 18	From: 9am To: 3pm	Yes <input checked="" type="radio"/> No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No



III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 Mary Haven - misc inside and outside activities

Worksite #2 \_\_\_\_\_

Worksite #3 \_\_\_\_\_

Worksite #4 \_\_\_\_\_

Worksite #5 \_\_\_\_\_

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

Yes  No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

lawn mower, weed eater, buffer

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

we will have inside and outside work.

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

M. Goodlett Superintendent  
Signature of Worksite Administrator/Title

5/1/24  
Date

[Signature]  
Josh Hisle, Deputy Director, OMJWC

5/6/24  
Date

Attachment B  
Minor Labor Laws

**In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:**

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:**

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:**

1. Operating or helping to operate the following power driven tools:
  - a. Circular saws
  - b. Band saws
  - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
  - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

## Attachment C

### GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

#### GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

#### GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

#### GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

# Resolution

Number 24-0638

Adopted Date May 14, 2024

ENTERING INTO AN AGREEMENT WITH THE WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES ON BEHALF OF THE WARREN COUNTY TRANSIT SERVICE

BE IT RESOLVED, to enter into an agreement with the Warren County Board of Developmental Disabilities, 42 Kings Way, Lebanon, OH 45036 on behalf of the Warren County Transit Service, copy of said 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/sm

cc: c/a – Warren County Board of Developmental Disabilities  
Transit (file)

## TRANSPORTATION SERVICES AGREEMENT

This agreement, effective June 1, 2024 is made as of this 14 day of MAY by and between the Warren County Board of Commissioners, as owners of Warren County Transit Service, hereinafter referred to as WCTS and Warren County Board of Developmental Disabilities 42 Kings Way, Lebanon, OH 45036, hereinafter referred to as WCBDD, for transportation services to be provided by the Warren County Transit Service (WCTS). The term of this agreement shall be for a period of one (1) year beginning on June 1, 2024.

### **DESCRIPTION OF SERVICE:**

Transportation services for individuals selected by WCBDD that attend WCBDD program site(s) will be provided by WCTS. WCTS will be responsible for scheduling and adjusting routes as needed. WCTS agrees to make reasonable efforts to accommodate special requests by riders for timing and/or physical accommodations and to notify WCBDD of requests that cannot be accommodated.

Passengers may not determine or alter routes or times and no individual shall be scheduled to ride for more than 90 minutes one way.

This Transportation Services Agreement shall be valid only for transportation within the regular service area and regular service days and hours of operation of WCTS. Contracted WCTS vehicles will be for the exclusive use of WCBDD during the contracted hours; no non-WCBDD passengers may be transported.

### **CONTRACT TERMS:**

WCTS agrees to provide the described transportation services on a cost per hour per vehicle basis which includes the cost of all labor, materials, equipment, etc. to complete their obligations under this agreement. The current rate is \$50.00 per hour per vehicle.

Total not to exceed \$35,000.00.

Hourly rates will be rounded to the nearest quarter hour. The above rate is subject to change. WCTS will notify WCBDD at least thirty (30) days in advance of any changes in transportation service fees.

WCBDD agrees to give five (5) days notification of additions or deletions of passengers whenever possible.

WCBDD will be invoiced on a monthly basis for the transportation services provided. It is agreed that each monthly invoice will be due and payable within thirty (30) days following receipt.

WCTS agrees to give as much advance notice as possible, with a minimum of thirty (30) days, in the event that transportation can no longer be provided. WCBDD agrees to give WCTS thirty (30) days notification of the termination of the Agreement.

**WCTS shall:**

1. provide transportation services to individuals of WCBDD as requested by WCBDD;
2. maintain a 2-way communication system between the vehicles and the WCTS office;
3. instruct drivers on the completion of daily documentation sheets on daily attendance of passengers provided by WCBDD;
4. require drivers to complete daily documentation sheets;
5. conduct and document a daily pre-trip safety inspection and post-trip inspection for passengers and belongings of each vehicle used;
6. maintain all vehicles utilized for WCBDD transportation in a safe condition and maintain records regarding service and maintenance on every vehicle used in conjunction with this contract;
7. conduct and document an annual safety inspection on each vehicle used in conjunction with this contract;
8. conduct pre-employment criminal background check, abuser registry check and nurse aide registry check on all driving personnel, as well as annual BMV reports on each driver. All reports are subject to inspection by designated WCBDD management personnel;
9. implement a drug and alcohol testing policy in accordance with the **ALCOHOL AND DRUG FREE WORKPLACE ACT** and the **CDL ALCOHOL AND DRUG TESTING PROGRAM**;
10. ensure all drivers that transport WCBDD passengers are at least of the minimum legal driving age and have 2 years driving experience and possess the appropriate license(s) required to operate the vehicles provided by WCTS;
11. ensure all drivers have current First Aid and CPR training while transporting WCBDD individuals;
12. prior to their assignment to a vehicle with passengers on board and annually thereafter, provide driver training that addresses (at a minimum);
  - driver instruction on individual confidentiality;
  - training in the requirements of the rule 5123-17-02 of the Administrative Code relating to incidents adversely affecting health and safety (MUI/UI);
  - driver instruction on the general characteristics and needs of developmentally disabled individuals;
  - the rights of developmentally disabled individuals;
  - familiarization with the vehicle operation and proper use, operation, and safety inspection of adaptive equipment and securement systems such as wheelchairs and vest;
  - familiarization with the safe operation of wheelchair lift systems and the safe loading and unloading of individuals;
13. conduct annual evacuation drills for each route;

14. provide drivers access to appropriate information (supplied by WCBDD to WCTS) about individuals to the degree that such information might affect the safe transportation and medical well-being while being transported. Drivers shall be instructed on how to access this information from the WCTS office in the event of an emergency.
15. WCTS agrees to maintain adequate number of substitute drivers as well as sufficient backup vehicles to provide uninterrupted service for all individuals; and
16. The WCTS service provider shall provide a certification of liability insurance to WCBDD

The obligation of WCTS described herein shall be performed by the contracted service provider, Universal Transportation Systems.

For the purposes of administering this agreement, the point of contact for the WCBDD will be the Operations Director or his/her designee. The point of contact for WCTS will be the director of the Office of Grants Administration.

## **BUSINESS ASSOCIATE AGREEMENT**

WHEREAS, the DD Board will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with THE Licensed Facility Services Agreement; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 -1320d-8], the American Recovery and Reinvestment Act of 2009 and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

### 1. Definitions

Catch-all definition:

- a. The following terms used in this Agreement shall *have* the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- b. Applicable Law means Federal and Ohio law which applies to transactions and entities covered by this Agreement.
- c. Applicable Requirements mean all of the following:
  - a. applicable law

- b. policies and procedures of the DD Board which are consistent with applicable law and which apply to information covered by this Agreement and
  - c. the requirements of this Agreement.
  - d. *ARRA* means the American Recovery and Reinvestment Act of 2009.
  - e. *Business Associate* means the same as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement.
  - f. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 -1320d-8 and regulations promulgated there under as may be amended.
  - g. *HIPAA Rules* means the Privacy, Security, Breach Notification, and Enforcement Rules at A 45 CFR Part 160 and Part 164.
  - h. *Individual* includes the individual receiving services from the DD Board and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
  - i. *Protected Health Information* ("PHI") is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.
  - j. *Underlying Service Contract* means the contract entered into between the DD Board and the Business Associate for Licensed Facility Services.
2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to *give* the DD Board any right to control the Business Associate's conduct in the course of performing a *service* on behalf of the DD Board.
  3. The DD Board shall provide the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
  4. This Business Associate Agreement states terms and conditions which are in addition to those in the Underlying Service Contract. Nothing in this Agreement shall be interpreted to change the terms of the Underlying Service Contract except to the extent that such a change is specifically required under the terms of this Agreement.
  5. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPPA Rules applicable to covered entities and business associates, and as follows:
    - a. Licensed Facility Services;
    - b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI



may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
  - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the APHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
  - The person/entity agrees to notify the Business Associate of any breaches of confidentiality;
- c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.
6. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
7. The Business Associate shall establish, use, and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall comply with the HIPAA Rules and Requirements regarding security of electronic PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
8. The Business Associate shall report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:
- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
  - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - c. Any steps individuals should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
  - d. uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
9. The Business Associate shall ensure that any of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, and shall *give* prior notice to the DD Board of any subcontractors or agents who are to be given access to PHI.
10. The Business Associate shall make all PHI and related information in its possession

available as follows:

- a. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form;
  - b. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to account for disclosures of PHI in accordance with 45 CFR § 164.528.
11. The Business Associate shall make PHI available to the DD Board to fulfil the DO Board's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the DD Board, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
  12. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the DD Board available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the DD Board's compliance with the HIPAA Rules, and any amendments thereto.
  13. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Rules, including, without limitation, accountings required under 45 CFR 164.528
  14. Upon termination of this Agreement, the Business Associate shall, at the option of the DD Board, return or destroy all PHI created or received from or on behalf of the DD Board. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the DD Board with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable HIPAA Rules to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
  15. The PHI and any related information created or received from or on behalf of the DD Board is and shall remain the property of the DD Board. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
  16. Any non-compliance by the Business Associate or DD Board with the terms of this Agreement or the HIPAA Rules shall be a breach of this Agreement. If either the Business Associate or DD Board knows of such a breach, each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
  17. Notwithstanding any rights or remedies under this Agreement or provided by law, the DD Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of **PHI** by the Business Associate, any of its subcontractors or agents, or any third party who has received **PHI** from the Business Associate.

18. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
19. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
20. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated there under. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

WARREN COUNTY BOARD OF DD REPRESENTATIVE

Megan K. Manuel  
Signature

4/10/2024  
Date

Title: Superintendent

WARREN COUNTY BOARD OF COMMISSIONERS

[Signature]  
Signature

5-14-24  
Date

Title: Vice President

ACKNOWLEDGEMENT BY WARREN COUNTY TRANSIT SERVICE OPERATOR

X Gannett  
Signature

5-1-24  
Date

Title: Director of Finance

Approved as to form:

Kathryn M. Horvath

Assistant Prosecuting Attorney

Warren County, Ohio



Kathryn M. Horvath  
Assistant County Prosecutor

# Resolution

Number 24-0639

Adopted Date May 14, 2024

## APPROVING EASEMENT ACQUISITION COMPENSATION FOR TOWNSHIP LINE ROAD WATERMAIN RELOCATION

WHEREAS, the Warren County Engineer's Office is currently making improvements to a bridge on Township Line Road; and

WHEREAS, as part of these improvements, the Warren County Water and Sewer Department is required to relocate an 8-inch watermain to facilitate construction; and

WHEREAS, specifically the following property has been identified for easement acquisition and negotiations have been conducted with the following results:

Parcel #	Owner	Compensation
09-24-200-002	Erin Joy Brodie Morgan	\$1,000

NOW THEREFORE BE IT RESOLVED, that the Board has reviewed the requested compensation and approves said request.

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Water/Sewer (file)

# Resolution

Number 24-0640

Adopted Date May 14, 2024

APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH KT HOLDEN CONSTRUCTION, LLC FOR THE CONSTRUCTION OF THE CORWIN BOOSTER PUMP STATION IMPROVEMENTS PROJECT, PURCHASE ORDER NO. 23001540

WHEREAS, on April 11, 2023, this Board entered into a Contract with KT Holden Construction, LLC for the construction of the Corwin Booster Pump Station Improvements Project; and

WHEREAS, field conditions necessitated modifications to the piping design; 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. 1 to the Contract with KT Holden Construction, LLC increasing Purchase Order No. 23001540 by \$1,490.52 and creating a new Contract and Purchase Order price in the amount of \$147,401.52.
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.1 of the Contract with KT Holden Construction, LLC for the construction of the Corwin Booster Pump Station Improvements 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
c/a—KT Holden Construction, LLC  
Water/Sewer (file)  
Project File



Warren County  
Water & Sewer Dept.

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

# CHANGE ORDER

DATE: May 6, 2024

Change Order Number 1

Project Name: Corwin Booster Pump Station Improvements Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	<b>Additional Pipe Fittings:</b> Provide all necessary materials, and equipment to install additional pipe fittings to install valves and piping with different bolt patterns.	\$1,490.52	
Sums of the ADDITIONS & DELETIONS		\$1,490.52	\$0.00
TOTALS FOR THIS CHANGE ORDER		\$1,490.52	

Attachments:

Attachment 1 – Proposed Change Order No. 1

Original contract price \$145,911.00.

Current contract price adjusted by previous change orders \$145,911.00.

The Contract price due to this change order will be increased/~~decreased~~.

The New contract price including this change order will be \$147,401.52.

The contract time will be increase by 0 calendar days.

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

[Signature]  
Contractor's Signature

5/6/24  
Date

Recommended By:  
[Signature]  
Warren Staff Engineer

5/7/2024  
Date

[Signature]  
Warren County Commissioner  
Date  
5-14-24

[Signature]  
Warren County Commissioner  
Date  
5-14-24

Forced Account.....T&M Daily Sheet		Date:	10-9, 10-30	and 11-15-23		
Job #: Corwin Booster Pump Station						
Location: Corwin						
Job Description: T&M work to get designed pipe parts to work on site. Labor covered by KT Holden. Extra cost is for extra parts only which were required to make spec parts function.						
Prev. Wage Rates as of 5/1/23						
LABOR		QTY	HRS	RATE	CHARGE	TOTAL
Foreman				\$63.63	\$0.00	
O.T. x 1 1/2				\$82.08	\$0.00	
O.T. x 2				\$102.52	\$0.00	
Operator				\$58.63	\$0.00	
O.T. x 1 1/2				\$77.08	\$0.00	
O.T. x 2				\$97.52	\$0.00	
Pipelayer				\$50.55	\$0.00	
O.T. x 1 1/2				\$67.16	\$0.00	
O.T. x 2				\$85.75	\$0.00	
Laborer/Flagger				\$50.20	\$0.00	
O.T. x 1 1/2				\$75.30	\$0.00	
O.T. x 2				\$100.40	\$0.00	
Truck Driver				\$50.20	\$0.00	
O.T. x 1 1/2				\$75.30	\$0.00	
O.T. x 2				\$100.40	\$0.00	
Subtotal Labor					\$0.00	
Taxes, Soc. Sec., Fed/State Unemploy., Work. Comp. Ins. 25.37%					\$0.00	
Markup for Profit & Overhead 15%					\$0.00	
Total Labor						\$0.00
EQUIPMENT		QTY	HRS	RATE	CHARGE	TOTAL
349F CAT TRACKHOE (110,000 lb)				\$348.75	\$0.00	
245 LinkBelt Excavator (56,000lb)				\$193.75	\$0.00	
316/314 CAT/PC 138 KOM TRACKHOE (36,000 lb)				\$139.50	\$0.00	
CAT 308LBX 60 Excavator (19,000 lb)				\$93.00	\$0.00	
BACKHOE				\$69.76	\$0.00	
Cat 308 HOE BREAKER				\$31.00	\$0.00	
JD 624 Wheel Loader				\$93.00	\$0.00	
CAT D6 W/ GPS				\$179.08	\$0.00	
CAT D5 DOZER				\$124.00	\$0.00	
CAT 12M GRADER W/ GPS				\$225.46	\$0.00	
SKIDSTEER				\$74.28	\$0.00	
SKIDSTEER BRW/FRKS/BRK				\$84.43	\$0.00	
25 ton Articulated HAUL TRUCK				\$313.66	\$0.00	
Cat Scraper 615C				\$403.00	\$0.00	
TRUQUAD-AXLE DUMP (with driver)				\$156.92	\$0.00	
SINGLE AXLE DUMP TRUCK				\$99.91	\$0.00	
1 TON DUMPTRUCK				\$84.52	\$0.00	
CREW TRUCK/foreman Truck				\$45.77	\$0.00	
Semi TRACTOR W/ lowboy trailer				\$164.36	\$0.00	
UTILITY TRAILER				\$11.63	\$0.00	
CAT 79"/84" SMT DRUM ROLLER				\$129.53	\$0.00	
CAT 66" SMT DRUM ROLLER				\$99.84	\$0.00	
CAT 815 PADFOOT COMPACTOR				\$182.33	\$0.00	
84" PADFOOT ROLLER				\$125.66	\$0.00	
66" PADFOOT COMPACTOR				\$80.34	\$0.00	
WACKER PAD TRENCH COMPACT				\$50.67	\$0.00	
AIR COMPRESSOR				\$37.34	\$0.00	
ARROW BOARD				\$11.63	\$0.00	
CHAIN SAW				\$7.75	\$0.00	
CONCRETE BUCKET				\$11.63	\$0.00	
GENERATOR & DRILL				\$9.13	\$0.00	
PAVEMENT SAW				\$15.50	\$0.00	
PAVEMENT SAW FOOTAGE (PER LF)				\$4.77	\$0.00	
2" PUMP & HOSES				\$15.50	\$0.00	
STRAW BLOWER				\$27.13	\$0.00	
Trimble GPS ROVE/BASE STATION				\$31.00	\$0.00	
TRENCH BOXES				\$31.00	\$0.00	
VENT FAN				\$290.00	\$0.00	
WACKER PLATE TAMPER				\$38.24	\$0.00	
STREET PLATES (EACH/DAY)				\$31.00	\$0.00	
LINER PLATES (EACH/DAY)				\$7.75	\$0.00	
BARREL/CONES/SIGNS (DAY)				\$77.50	\$0.00	
BARRIER WALLS (DAY)				\$31.00	\$0.00	
LATERAL CAMERA (PER USE)				\$155.00	\$0.00	
ROBOT FLAGGER (DAY)				\$465.00	\$0.00	
MESSAGEBOARD (DAY)				\$426.25	\$0.00	
SAFETY FENCE (50') & TEE POSTS (DAY)				\$155.00	\$0.00	
TRIPOD & AIR MONITOR (DAY)				\$387.50	\$0.00	
WATER TEST PUMP MACHINE (DAY)				\$387.50	\$0.00	
WATER TAP MACHINE (DAY)				\$387.50	\$0.00	
Total Equipment					\$0.00	\$0.00
MATERIALS		QTY	HRS	RATE	CHARGE	TOTAL
1/4" brase tap		1		11.77	\$11.77	
4" flange		3		69.56	\$178.68	
4" Flg x Flg		1		395	\$395.00	
4" Flg x CL/TC		1		350	\$350.00	
4" Flg #150 Pk		2		16	\$32.00	
4" Megaflange		1		165	\$165.00	
4" Flg #300 Pk		1		118	\$118.00	
					\$0.00	
					\$0.00	
					\$0.00	
Subtotal Material					\$1,250.45	
15% Material Markup					\$187.57	
Total Material						\$1,438.02
SUBCONTRACTORS		QTY	HRS	RATE	CHARGE	TOTAL
Machinist for tapping		1		50	\$50.00	
					\$0.00	
Subtotal Subcontractors					\$50.00	
5% Subcontractor Markup					\$2.50	
Total Subcontractors						\$52.50
EQUIPMENT RENTAL		QTY	HRS	RATE	CHARGE	TOTAL
					\$0.00	
					\$0.00	
Subtotal Equipment Rental					\$0.00	
15% Rental Markup					\$0.00	
Total Rental Equipment						\$0.00
<b>GRAND TOTAL FOR THE JOB:</b>						<b>\$1,490.52</b>

# Resolution

Number 24-0641

Adopted Date May 14, 2024

## ACKNOWLEDGING RECEIPT OF APRIL 2024 FINANCIAL STATEMENT

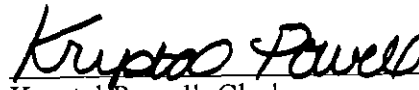
BE IT RESOLVED, to acknowledge receipt of the April 2024 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor (file)   
S. Spencer  
Krystal Powell



# Financial Statement for 2024 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	75,153,393.35	20,985,449.53	6,692,542.46	89,446,300.42	268,324.54	89,714,624.96
2201	SENIOR CITIZENS SERVICE LEVY	4,635,828.88	4,150,677.01	660,376.07	8,126,129.82	0.00	8,126,129.82
2202	MOTOR VEHICLE	10,755,337.51	1,051,517.49	589,085.86	11,217,769.14	27,998.48	11,245,767.62
2203	HUMAN SERVICES	1,114,016.05	506,476.00	569,242.21	1,051,249.84	227,650.14	1,278,899.98
2204	COVID19 EMERGENCY RENTAL ASSIS	4,586,791.86	0.00	4,800.00	4,581,991.86	0.00	4,581,991.86
2205	BOARD OF DEVELOPMENTAL DISABIL	20,937,072.42	12,931,250.08	1,693,774.57	32,174,547.93	128,904.69	32,303,452.62
2206	DOG AND KENNEL	641,851.03	18,812.07	94,357.15	566,305.95	61,845.74	628,151.69
2207	LAW LIBRARY RESOURCES FUND	116,767.29	27,508.56	23,909.83	120,366.02	13,843.70	134,209.72
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	25.69	0.00	0.00	25.69	0.00	25.69
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	13,758,214.33	0.00	254,332.98	13,503,881.35	97,092.80	13,600,974.15
2212	ONEOHIO OPIOID SETTLEMENT FUND	536,152.13	0.00	0.00	536,152.13	0.00	536,152.13
2213	TOURISM & ECON DEV SUPPORT FUN	12,000,000.00	0.00	0.00	12,000,000.00	0.00	12,000,000.00
2215	VETERAN'S MEMORIAL	10,130.84	0.00	0.00	10,130.84	0.00	10,130.84
2216	RECORDER TECH FUND 317.321	238,409.83	12,399.00	8,100.75	242,708.08	0.00	242,708.08
2217	BOE TECHNOLOGY FUND 3501.17	1,229,269.47	0.00	0.00	1,229,269.47	0.00	1,229,269.47
2218	COORDINATED CARE	568,402.80	0.00	15,301.00	553,101.80	3,879.00	556,980.80
2219	WIRELESS 911 GOVERNMENT ASSIST	479,423.01	27,451.98	8,106.83	498,768.16	0.00	498,768.16
2220	CP INDIGENT DRVR INTRLK/MONITG	12,817.87	74.74	0.00	12,892.61	0.00	12,892.61
2221	CC/MC INDIGENT DRIVER INTERLOC	119,345.34	972.09	0.00	120,317.43	0.00	120,317.43
2222	JUV INDIGENT DRIVER INTERLOCK	2,987.69	0.00	0.00	2,987.69	0.00	2,987.69
2223	PROBATE/JUVENILE SPECIAL PROJ	356,384.74	2,884.75	0.00	359,269.49	0.00	359,269.49
2224	COMMON PLEAS SPECIAL PROJECTS	164,999.84	6,636.67	3,800.00	167,836.51	650.00	168,486.51
2227	PROBATION SUPERVISION 2951.021	799,333.52	50,106.13	25,125.41	824,314.24	15,638.21	839,952.45
2228	MENTAL HEALTH GRANT	197,655.69	3,412.59	8,338.15	192,730.13	3,238.49	195,968.62
2229	MUNICIPAL MOTOR VEH PERMIS TAX	1,932,560.47	47,930.62	0.00	1,980,491.09	0.00	1,980,491.09

# Financial Statement for 2024 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2231	CO LODGING ADD'L 1%	73,497.19	96,315.86	73,497.19	96,315.86	0.00	96,315.86
2232	COUNTY LODGINGS TAX (FKA 7731)	220,491.38	288,950.59	220,491.38	288,950.59	0.00	288,950.59
2233	DOMESTIC SHELTER	29,927.00	3,361.00	0.00	33,288.00	0.00	33,288.00
2237	REAL ESTATE ASSESSMENT	5,937,452.27	1,734,150.65	105,847.52	7,565,755.40	0.00	7,565,755.40
2238	WORKFORCE INVESTMENT BOARD	116,345.82	248,129.83	248,359.29	116,116.36	190,358.39	306,474.75
2243	JUVENILE GRANTS	334,168.41	8,075.04	3,610.00	338,633.45	1,035.00	339,668.45
2245	CRIME VICTIM GRANT FUND	22,304.19	4,302.51	4,043.52	22,563.18	0.00	22,563.18
2246	JUVENILE INDIGENT DRIVER ALCOH	21,941.15	63.00	0.00	22,004.15	0.00	22,004.15
2247	FELONY DELINQUENT CARE/CUSTODY	348,556.23	0.00	129,579.39	218,976.84	5,010.98	223,987.82
2248	TAX CERTIFICATE ADMIN FUND	28,072.23	0.00	0.00	28,072.23	0.00	28,072.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	689,786.74	250,284.96	13,270.01	926,801.69	0.00	926,801.69
2250	CERT OF TITLE ADMIN FUND	2,377,464.43	214,361.30	102,461.63	2,489,364.10	6,433.79	2,495,797.89
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	105,854.68	68,150.00	98,525.15	75,479.53	1,709.87	77,189.40
2255	MUNICIPAL VICTIM WITNESS FUND	142,855.88	0.00	7,786.74	135,069.14	0.00	135,069.14
2256	WARREN COUNTY SOLID WASTE DIST	1,082,569.54	15,427.05	15,794.41	1,082,202.18	288.24	1,082,490.42
2257	OHIO PEACE OFFICER TRAINING	214,085.48	0.00	950.00	213,135.48	600.00	213,735.48
2258	WORKFORCE INVESTMENT ACT FUND	139,577.29	20,278.03	-10,757.79	170,613.11	704.46	171,317.57
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	187,015.50	0.00	121,036.35	65,979.15	0.00	65,979.15
2262	COMMUNITY CORRECTIONS MONITORI	899,413.66	30,171.00	18,983.45	910,601.21	20.00	910,621.21
2263	CHILD SUPPORT ENFORCEMENT	1,714,995.49	114,450.27	237,513.45	1,591,932.31	3,176.88	1,595,109.19
2264	EMERGENCY MANAGEMENT AGENCY	330,044.66	0.00	26,317.09	303,727.57	5,926.53	309,654.10
2265	COMMUNITY DEVELOPMENT	597,691.91	72,998.61	70,084.63	600,605.89	10,643.04	611,248.93

# Financial Statement for 2024 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2266	COMM DEV-ENT ZONE MONITOR FEES	118,063.00	0.00	0.00	118,063.00	0.00	118,063.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	288,797.71	1,610.00	0.00	290,407.71	0.00	290,407.71
2269	INDIGENT DRIVER ALCOHOL TREATM	816,757.75	5,516.04	5,844.84	816,428.95	0.00	816,428.95
2270	JUVENILE TREATMENT CENTER	231,725.07	307,543.83	112,172.07	427,096.83	77.62	427,174.45
2271	DTAC-PROSECUTOR ORC 321.261	232,722.40	250,284.96	16,066.30	466,941.06	0.00	466,941.06
2272	CP INDIGENT DRVR ALC TREATMT	56,002.00	2,530.83	0.00	58,532.83	0.00	58,532.83
2273	CHILDREN SERVICES	8,737,028.33	239,053.71	742,600.31	8,233,481.73	276,952.83	8,510,434.56
2274	COUNTY COURT COMPUTR 1907.261A	90,447.48	1,114.60	968.75	90,593.33	0.00	90,593.33
2275	COUNTY CRT CLK COMP 1907.261B	195,020.20	3,463.00	0.00	198,483.20	0.00	198,483.20
2276	PROBATE COMPUTER 2101.162	107,530.63	519.00	0.00	108,049.63	0.00	108,049.63
2277	PROBATE CLERK COMPUTR 2101.162	306,225.01	1,732.00	0.00	307,957.01	0.00	307,957.01
2278	JUVENILE CLK COMPUTR 2151.541	61,826.51	1,199.76	0.00	63,026.27	0.00	63,026.27
2279	JUVENILE COMPUTER 2151.541	52,004.80	363.36	0.00	52,368.16	0.00	52,368.16
2280	COMMON PLEAS COMPUTER 2303.201	97,396.24	450.00	0.00	97,846.24	0.00	97,846.24
2281	DOMESTIC REL COMPUTER 2301.031	10,902.96	1,226.00	0.00	12,128.96	0.00	12,128.96
2282	CLERK COURTS COMPUTER 2303.201	1,039,979.00	14,035.00	0.00	1,054,014.00	0.00	1,054,014.00
2283	COUNTY CT SPEC PROJ 1907.24B1	2,248,495.51	20,770.05	12,113.68	2,257,151.88	1,510.28	2,258,662.16
2284	COGNITIVE INTERVENTION PROGRAM	409,581.66	1,661.50	785.80	410,457.36	0.00	410,457.36
2285	CONCEALED HANDGUN LICENSE	794,684.73	6,283.75	6,463.56	794,504.92	0.00	794,504.92
2286	SHERIFF-DRUG LAW ENFORCEMENT	4,277.89	300.00	0.00	4,577.89	604.94	5,182.83
2287	SHERIFF-LAW ENFORCEMENT TRUST	317,375.05	6,014.20	1,933.41	321,455.84	0.00	321,455.84
2288	COMM BASED CORRECTIONS DONATIO	16,076.48	0.00	0.00	16,076.48	0.00	16,076.48
2289	COMMUNITY BASED CORRECTIONS	212,859.99	172,333.00	65,028.80	320,164.19	1,600.00	321,764.19
2290	HAZ MAT EMERG PLAN SPEC FUND	5.76	0.00	0.00	5.76	0.00	5.76
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2024 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2293	SHERIFF GRANTS	5,012.00	0.00	0.00	5,012.00	0.00	5,012.00
2294	SHERIFF DARE LAW ENFORC GRANT	6,138.27	6,138.27	0.00	12,276.54	0.00	12,276.54
2295	TACTICAL RESPONSE UNIT	28,342.84	0.00	2,197.67	26,145.17	1,920.75	28,065.92
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	144,977.83	384.00	0.00	145,361.83	0.00	145,361.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,327,071.84	74,434.26	158,434.25	1,243,071.85	108.35	1,243,180.20
3327	BOND RETIREMENT SPECIAL ASSMT	54,942.02	68,681.98	0.00	123,624.00	0.00	123,624.00
3360	STATE OPWC LOAN	0.00	112,715.70	0.00	112,715.70	0.00	112,715.70
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	2,964,909.50	0.00	0.00	2,964,909.50	0.00	2,964,909.50
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	19,651.29	0.00	0.00	19,651.29	0.00	19,651.29
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	1,337,758.33	45,774.00	265,946.86	1,117,585.47	241,261.15	1,358,846.62
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	18,113,757.00	0.00	0.00	18,113,757.00	0.00	18,113,757.00

# Financial Statement for 2024 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4452	STEPHENS RD BRIDGE REPLACEMENT	350,935.55	4,676.64	4,676.64	350,935.55	0.00	350,935.55
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	183,829.11	0.00	1,722.55	182,106.56	0.00	182,106.56
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	152,319.12	117,808.31	170,953.84	99,173.59	0.00	99,173.59
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	25,000.00	0.00	3,763.80	21,236.20	3,763.80	25,000.00
4460	MCCLURE RD BRIDGE PROJ	35,000.00	0.00	0.00	35,000.00	0.00	35,000.00
4461	TOWNSHIP LINE RD BRIDGE PROJ	4,168.00	0.00	2,000.00	2,168.00	2,000.00	4,168.00
4462	COUNTY RD #182 BRIDGE REHAB	263,050.00	0.00	0.00	263,050.00	0.00	263,050.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	7,400,252.01	0.00	98,809.65	7,301,442.36	9,661.76	7,311,104.12
4479	AIRPORT CONSTRUCTION	603,331.23	0.00	5,500.00	597,831.23	0.00	597,831.23
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	198,186.12	548,020.21	5,754.81	740,451.52	0.00	740,451.52
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	11,802,920.00	0.00	133,903.80	11,669,016.20	133,903.80	11,802,920.00
4492	COMMUNICATION PROJECTS	3,997,907.94	0.00	54,988.88	3,942,919.06	33,743.52	3,976,662.58
4493	REDEVELOPMENT TAX EQUIV FUND	528,247.79	0.00	0.00	528,247.79	0.00	528,247.79
4494	COURTS BUILDING	1,338,716.09	0.00	6,983.65	1,331,732.44	0.00	1,331,732.44
4495	JAIL CONSTRUCTION SALES TAX	1,973,104.87	0.00	0.00	1,973,104.87	0.00	1,973,104.87
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,040,742.13	0.00	8,311.50	8,032,430.63	0.00	8,032,430.63
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	24,392,136.03	1,969,152.38	1,494,386.01	24,866,902.40	379,411.22	25,246,313.62

# Financial Statement for 2024 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	5,229,763.18	11,941.41	463,942.99	4,777,761.60	239,283.84	5,017,045.44
5580	SEWER REVENUE	26,247,743.29	1,520,919.66	940,451.74	26,828,211.21	220,597.63	27,048,808.84
5581	SEWER IMPROV-WC VOCATIONAL SCH	306,364.03	0.00	3,527.25	302,836.78	0.00	302,836.78
5583	WATER CONST PROJECTS	1,143,126.04	72,629.31	321,529.56	894,225.79	27,969.34	922,195.13
5590	STORM WATER TIER 1	193,635.49	226,590.05	0.00	420,225.54	0.00	420,225.54
6619	VEHICLE MAINTENANCE ROTARY	17,298.36	53,122.12	24,610.36	45,810.12	2,034.12	47,844.24
6630	SHERIFF'S POLICING REVOLV FUND	462,972.80	1,161,494.11	413,139.88	1,211,327.03	0.00	1,211,327.03
6631	COMMUNICATIONS ROTARY	276,062.96	2,389.06	5,019.75	273,432.27	3,119.75	276,552.02
6632	HEALTH INSURANCE	570,211.26	1,291,598.43	1,226,745.89	635,063.80	54,318.41	689,382.21
6636	WORKERS COMP SELF INSURANCE	1,817,264.35	0.00	41,708.66	1,775,555.69	10,527.16	1,786,082.85
6637	PROPERTY & CASUALTY INSURANCE	290,524.18	458,581.87	458,582.00	290,524.05	458,582.00	749,106.05
6650	GASOLINE ROTARY	135,081.18	77,419.89	80,890.81	131,610.26	49,105.51	180,715.77
7707	P.E.R.S. ROTARY	2,703.44	0.00	0.00	2,703.44	0.00	2,703.44
7708	TOWNSHIP FUND	0.00	24,717,684.04	24,717,684.04	0.00	0.00	0.00
7709	CORPORATION FUND	6,680.19	15,802,806.60	15,808,172.46	1,314.33	0.00	1,314.33
7713	WATER-SEWER ROTARY FUND	320,413.69	4,230,974.20	3,876,783.10	674,604.79	2,616.04	677,220.83
7714	PAYROLL ROTARY	997,099.14	3,845,282.77	3,811,000.58	1,031,381.33	924,379.21	1,955,760.54
7715	NON PARTICIPANT ROTARY	16,113.84	0.00	0.00	16,113.84	0.00	16,113.84
7716	SCHOOL	0.00	44,946,831.68	44,946,831.68	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	130,888,947.94	2,367,947.26	126,195,602.39	7,061,292.81	282,076.53	7,343,369.34
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	92,133.91	8,898.97	88,666.78	12,366.10	0.00	12,366.10
7720	LOCAL GOVERNMENT FUND	0.00	302,311.37	302,311.37	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	872,961.16	872,961.16	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	180.82	1,375.00	32.99	1,522.83	206.73	1,729.56
7723	GASOLINE TAX	0.00	471,860.79	471,860.79	0.00	0.00	0.00

# Financial Statement for 2024 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7724	WC PORT AUTHORITY FUND	83,197.54	129,255.12	0.00	212,452.66	0.00	212,452.66
7725	UNDIVIDED WIRELESS 911 GOV ASS	0.00	54,903.98	54,903.98	0.00	13,726.00	13,726.00
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,054,247.71	1,054,247.71	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	199,619.06	12,143.69	178,025.42	33,737.33	58,794.12	92,531.45
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	9,432.76	11,187.00	12,240.53	8,379.23	0.00	8,379.23
7742	LIBRARIES	0.00	2,705,791.04	2,705,791.04	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	2,840.77	2,386.16	2,819.05	2,407.88	2,819.05	5,226.93
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	4,303.60	1,025,538.15	1,025,256.44	4,585.31	0.00	4,585.31
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	50,487.00	495,344.50	6,420.00	539,411.50	0.00	539,411.50
7757	MERCY PASS THROUGH TO TID	0.00	0.00	0.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	78,271.50	78,271.50	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	29,979.08	167.00	638.10	29,507.98	0.00	29,507.98
7766	ESCROW ROTARY	784,133.45	0.00	0.00	784,133.45	0.00	784,133.45
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	74.73	0.00	0.00	74.73	0.00	74.73
7769	BANKRUPTCY POST PETITION CONDU	7,859.57	1,676.92	0.00	9,536.49	0.00	9,536.49

# Financial Statement for 2024 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7772	LEBANON MUN ORD VIOLATION INDI	19,681.25	0.00	225.00	19,456.25	0.00	19,456.25
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	16,346.12	14,611.50	13,718.25	17,239.37	0.00	17,239.37
7776	UNDIVIDED EVIDENCE SHERIFF	29,620.69	0.00	906.50	28,714.19	0.00	28,714.19
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	251,586.00	1,024,739.30	98,900.00	1,177,425.30	7,836.14	1,185,261.44
7779	UNDIVIDED DRUG TASK FORCE SEIZ	351,860.10	17,655.00	0.00	369,515.10	192.00	369,707.10
7781	REFUNDABLE DEPOSITS	413,582.74	10,665.34	7,473.95	416,774.13	3,623.52	420,397.65
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	0.00	0.00	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	0.00	79,060.23	0.00	79,060.23	0.00	79,060.23
7795	UNDIVIDED INDIGENT FEES	0.00	2,066.20	2,066.20	0.00	413.24	413.24
7796	MASON MUN ORD VIOLATION INDIGE	8,541.74	0.00	300.00	8,241.74	0.00	8,241.74
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	28,122.99	28,122.99	0.00	6,900.00	6,900.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	768,235.66	0.00	81,268.11	686,967.55	52.88	687,020.43
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	8,149,120.07	1,969,051.23	536,857.12	9,581,314.18	51,164.87	9,632,479.05
9912	FOOD SERVICE	454,914.15	28,243.00	90,503.61	392,653.54	1,043.50	393,697.04
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00



# Financial Statement for 2024 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9916	STATE REGULATED SEWAGE PROGRAM	181,844.94	8,344.65	54,898.80	135,290.79	0.00	135,290.79
9925	SOIL & WATER CONSERVATION DIST	904,448.51	93,292.00	86,975.89	910,764.62	9,770.29	920,534.91
9928	REGIONAL PLANNING	371,157.05	42,322.25	33,712.42	379,766.88	256.40	380,023.28
9938	WARREN COUNTY PARK DISTRICT	1,578,058.03	78,063.27	107,669.64	1,548,451.66	1,845.32	1,550,296.98
9944	ARMCO PARK	225,316.18	107,307.07	116,995.60	215,627.65	24,142.99	239,770.64
9953	WATER SYSTEM FUND	46,761.28	4,613.00	5,074.75	46,299.53	84.00	46,383.53
9954	MENTAL HEALTH RECOVERY BOARD	14,084,470.89	4,083,618.57	1,227,140.75	16,940,948.71	369,807.55	17,310,756.26
9961	HEALTH GRANT FUND	308,746.11	101,173.20	0.00	409,919.31	0.00	409,919.31
9963	CAMPGROUNDS	1,500.70	3,333.00	0.00	4,833.70	0.00	4,833.70
9976	HEALTH - SWIMMING POOL FUND	164,722.11	65,420.00	5,838.13	224,303.98	0.00	224,303.98
9977	DRUG TASK FORCE COG	633,115.79	24,337.00	34,810.43	622,642.36	1,551.63	624,193.99
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>		<b>468,314,823.72</b>	<b>162,781,390.67</b>	<b>248,245,026.25</b>	<b>382,851,188.14</b>	<b>4,990,457.76</b>	<b>387,841,645.90</b>

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

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

# Resolution

Number 24-0642

Adopted Date May 14, 2024

## ACKNOWLEDGING PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 5/7/24 and 5/9/24 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc: Auditor

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

# Resolution

Number 24-0643

Adopted Date May 14, 2024

## APPROVING VARIOUS RECORD PLATS

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

- Crooked Tree Meadows Section Four – 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File  
RPC

# Resolution

Number 24-0644

Adopted Date May 14, 2024

## APPROVING OPERATIONAL TRANSFERS FROM WATER 5510 (SURPLUS) INTO 5583 WATER REVENUE PROJECTS FUND

WHEREAS, it has previously been determined that all projects in Fund 5583 are going to be financed fully or partially through Water Revenue Funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5583; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfers:

\$257,001.47	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833208-AAREVENUE-5583-49000	(Operational Transfers) (Water Softening Project)
\$367,606.99	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833218-AAREVENUE-5583-49000	(Operational Transfers) (Socialville Main Transmission Project)
\$82,905.71	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833224-AAREVENUE-5583-49000	(Operational Transfers) (Hopkinsville Watermain Imp Project)
\$1,660.00	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833225-AAREVENUE-5583-49000	(Operational Transfers) (Kings Ave Bridge Water Main Project)
\$1,490.52	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833232-AAREVENUE-5583-49000	(Operational Transfers) (Corwin Booster Pump St Imp Project)
\$17,689.09	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833234-AAREVENUE-5583-49000	(Operational Transfers) (Pekin Rd at SR 123 WM Project)
\$641,744.00	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833235-AAREVENUE-5583-49000	(Operational Transfers) (Middletown Junction WF Dvlp Proj)
\$101,274.55	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833236-AAREVENUE-5583-49000	(Operational Transfers) (Towne Ctr & Grandin Rd Wtrmn Proj)
\$241,992.23	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833237-AAREVENUE-5583-49000	(Operational Transfers) (2024 Well Redevelopment Project)
\$235,035.02	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833200-AAREVENUE-5583-49000	(Operational Transfers) (Water Projects)

RESOLUTION #24-0644

MAY 14, 2024

PAGE 2

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 – absent

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: Auditor   
Operational Transfer file  
Water/Sewer (File)  
OMB

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

# Resolution

Number 24-0645

Adopted Date May 14, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE MASON MORROW  
MILLGROVE RD (PIKE ST) BRIDGE REHABILITATION PROJECT FUND #4456

WHEREAS, a supplemental appropriation is necessary into the Mason Morrow Millgrove Rd.  
(Pike St) Bridge #38-3.73 Rehabilitation Project Fund #4456; and

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


\$5,186.14 into #44563130-5320 (Capital Purchase)

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Supplemental App. file  
Engineer (file)

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

# Resolution

Number 24-0646

Adopted Date May 14, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND  
#2295

BE IT RESOLVED, to approve the following supplemental appropriation into Warren County  
Sheriff's Office Fund #2295:

\$500.00 into #22952200-5317 (Non-Capital Purchase)

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Supplemental App. file  
Sheriff (file)

# Resolution

Number 24-0647

Adopted Date May 14, 2024

APPROVING APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process a vacation and sick leave payout for Mark Johnson, former employee of the Facilities Management:

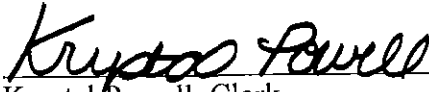
\$6,577.00	from #11011110-5882	(Commissioners – Vacation Leave Payout)
	into #11011600-5882	(Facilities Management –Vacation Leave Payout)
\$29.00	from #11011110-5881	(Commissioners – Sick Leave Payout)
	into #11011600-5881	(Facilities Management –Sick Leave Payout)

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Appropriation Adjustment file  
Facilities Management (file)  
OMB



# Resolution

Number 24-0648

Adopted Date May 14, 2024

APPROVING APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Sheriff's Office Fund #11012210 in order to process a vacation payout for Lawrence Lovins, former employee of the Sheriff's Office - Corrections:

\$948.00      from #11011110-5882      (Commissioners – Vacation Leave Payout)  
                 into #11012210-5882      (Sheriff's Office –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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor ✓  
Appropriation Adjustment file  
Sheriff's Office (file)  
OMB

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

# Resolution

Number 24-0649

Adopted Date May 14, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

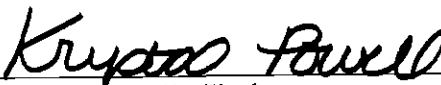
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

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

Resolution adopted this 14<sup>th</sup> day of May 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc:

Commissioners' file

**REQUISITIONS**

Department	Vendor Name	Description	Amount
FAC	MIAMI VALLEY POWER EQUIPMENT LLC	FAC GROUNDS EQUIPMENT	\$ 12,103.82 *capital purchase/state contract
ENG	BURGESS & NIPLE INC	ENG. ENGINEERING CONTRACT FOR RNDABT	\$ 24,000.00 *contract in packet
WAT	CORPORATE EQUIPMENT COMPANY LLC	WAT SOCIALVILLE PUMP#2 REPAIRS	\$ 42,614.00 *sole provider

**PO CHANGE ORDERS**

WAT	KT HOLDEN CONSTRUCTION	SEW CORWIN BOOSTER PUMP PROJECT	\$ 1,490.52 *increase/ resolution in packet
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5/14/24 APPROVED:



Martin Russell, County Administrator