

Resolution

Number 24-0348

Adopted Date March 12, 2024

APPROVING RECLASSIFICATION OF RAY DRATT FROM THE POSITION OF ZONING INSPECTOR TO CHIEF ZONING INSPECTOR

WHEREAS, the Director of Building & Zoning has indicated that Mr. Dratt performs the essential functions of a Chief Zoning Inspector and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Ray Dratt to the position of Chief Zoning Inspector, exempt, pay range B, \$2,136.80, effective pay period beginning March 23, 2024.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Building/Zoning (file)
R. Dratt's Personnel file
OMB – Sue Spencer

Resolution

Number 24-0349

Adopted Date March 12, 2024

APPROVING RECLASSIFICATION OF BROOKE HILL FROM THE POSITION OF CASHIER RECEPTIONIST TO ZONING INSPECTOR I

WHEREAS, the Director of Building & Zoning has indicated that Brooke Hill performs the essential functions of a Zoning Inspector I and desires to reclassify her to said position;

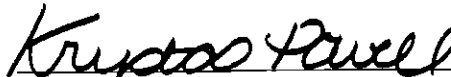
NOW THEREFORE BE IT RESOLVED, to reclassify Brooke Hill to the position of Zoning Inspector I, non-exempt, pay range 14, \$21.49 per hour, effective pay period beginning March 23, 2024.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Building/Zoning (file)
B. Hill's Personnel file
OMB – Sue Spencer

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

Resolution

Number 24-0350

Adopted Date March 12, 2024

AUTHORIZING THE POSTING OF THE "CASHIER/RECEPTIONIST" POSITION WITHIN THE BUILDING AND ZONING DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists an opening for the "Cashier/Receptionist" position within the Building and Zoning Department;

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Cashier/Receptionist" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning March 12, 2024.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Building & Zoning (file)
OMB – Sue Spencer

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

Resolution

Number 24-0351

Adopted Date March 12, 2024

**HIRING SERENA VICK AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE
WARREN COUNTY EMERGENCY SERVICES DEPARTMENT**


BE IT RESOLVED, to hire Serena Vick as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective March 18, 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. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

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

Resolution

Number 24-0352

Adopted Date March 12, 2024

APPROVING THE HIRING OF ANDREW WARD AS AN INFRASTRUCTURE SYSTEMS ANALYST I WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, it is the recommendation of the Deputy Director of Telecommunications that Andrew Ward be hired in said position.


NOW THEREFORE BE IT RESOLVED, to approve the hiring of Andrew Ward as Infrastructure Systems Analyst I within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 18, \$25.15 per hour, effective April 1, 2024, subject to a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Telecom (file)
A. Ward's Personnel file
OMB – S. Spencer

Resolution

Number 24-0353

Adopted Date March 12, 2024

APPROVING THE PROMOTION OF CHRISTOPHER LEMMING TO CONTROL SYSTEMS TECHNICIAN I WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer of the Water and Sewer Department recommends the promotion of Christopher Lemming to the position of Control Systems Technician I, such promotion continued upon the following requirement:

As a condition of employment as a Control Systems Technician I, Mr. Lemming agrees to enroll and maintain continuous enrollment until completion of an Associate's Degree for Electrical and Computer Engineering at Miami University or a substantially similar Associate's Degree program approved by the Sanitary Engineer.

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Christopher Lemming to the position of Control System Technician I within the Water and Sewer Department, such position being classified, full-time permanent, non-exempt status, Pay Range #17, \$28.00 effective pay period beginning April 6, 2024; and

BE IT FURTHER RESOLVED, the Sanitary Engineer will review compensation after 12 months and again after 36 months or after obtaining the required Associate's Degree, whichever occurs sooner.

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

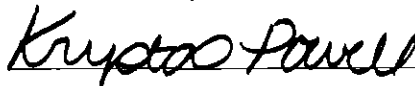
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
OMB – Sue Spencer

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

Resolution

Number 24-0354

Adopted Date March 12, 2024

ACCEPTING THE RESIGNATION OF CHRISTOPHER WOJNICZ, DEPUTY SANITARY ENGINEER, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE APRIL 5, 2024

BE IT RESOLVED, to accept the resignation, of Christopher Wojnicz, Deputy Sanitary Engineer, within the Warren County Water and Sewer Department, effective April 5, 2024.

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

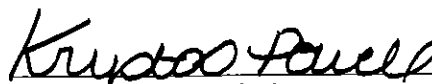
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
C. Wojnicz's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 24-0355

Adopted Date March 12, 2024

AUTHORIZING THE POSTING OF THE "DEPUTY SANITARY ENGINEER" POSITION, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for a "Deputy Sanitary Engineer" position within the Water and Sewer Department.

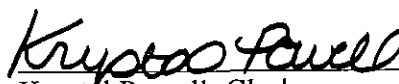
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Staff Engineer" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning March 7, 2024.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
S. Spencer - OMB

Resolution

Number 24-0356

Adopted Date March 12, 2024

APPROVE AMENDMENT TO THE WORK RULES RELATIVE TO THE WARREN COUNTY EMERGENCY SERVICES AND THE EMERGENCY COMMUNICATION OPERATORS

WHEREAS, pursuant to Resolution #98-1460, adopted October 8, 1998, this Board approved Work Rules relative to the Warren County Emergency Services and the Emergency Communication Operators; and

WHEREAS, pursuant to Resolution #14-1008, adopted June 24, 2014, Resolution #16-0576, adopted April 26, 2016, and to Resolution #23-0504, adopted April 25, 2023 this board modified the Work Rules to clarify certain sections; and

WHEREAS, this board desires to modify the Work Rules as requested by the director. The following changes have been made:

- Added an update for failure to obtain training certification requirements.
- Added a portion to Request for Leave section about canceling leave and resubmitting.

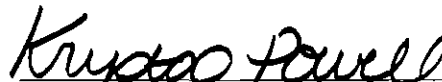
NOW THEREFORE BE IT RESOLVED, to amend the Work Rules, as attached hereto and made part hereof; and

BE IT FURTHER RESOLVED, amended Work Rules shall be effective March 12, 2024. Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)
S. Spencer – OMB

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

WORK RULES

These Work Rules serve to supplement the Warren County Personnel Policy, and any amendments as adopted by the Appointing Authority, the Warren County Board of County Commissioners. The Warren County Personnel Policy, in its most current form with any amendments thereto, shall be fully incorporated herein as part of the Warren County Department of Emergency Services Work Rules. These Work Rules are to be utilized by Warren County Department of Emergency Services administration and management to ensure uniformity and non-discriminatory application of the conditions of employment. In the event there is a conflict between the matters expressed in these Work Rules and any other applicable laws or Warren County Personnel Policy, the applicable law or controlling Warren County Personnel Policy shall prevail.

I. TRAINING

Trainees are teamed with a trainer during probation for on-the-job training where basic skills are put into practice and honed into proficiency. After completing the mandatory probationary period, Emergency Communications Employees are responsible for maintaining all of the required certifications and licenses. This policy identifies the certifications and licenses required for all Emergency Communications Employees employed by Warren County Department of Emergency Services, Communications Division (WCDES).

A. CERTIFICATION REQUIREMENTS

Employees are required to obtain the following certifications (as applicable) and maintain them throughout their employment with WCDES:

1. International Academy of Emergency Dispatch (IAED) Emergency Telecommunicator (ETC) certification or APCO Basic Telecommunicator Course.
2. American Heart Association (AHA) or American Red Cross (ARC) Basic Life Support Course (CPR). Bi-annual recertification required for AHA & ARC.
3. CJIS Security Training and State of Ohio LEADS certification and recertification every two years.

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

4. Incident Command System ICS-100.c, Single Resources and Initial Action Incidents IS-200.c, National Incident Management System (NIMS) IS-700.b, An Introduction, National Response Framework, An Introduction IS-800.d, and IS-0144 Telecommunicator Emergency Response Taskforce (TERT).
5. Valid State ID or Driver's License.
6. International Academy of Emergency Dispatch (IAED) Emergency Medical/Fire Dispatch (EMD/EFD) certification and recertification every two years (as listed below in section II).

B. TRAINING MATERIAL

To provide standardized and equal training for all new hires, training is based on approved training material developed by the Training Committee under the direction of the Training Officer.

II. IAED CERTIFICATIONS

- A. To take emergency and non-emergency calls, an employee must obtain their initial certification and remain certified in Emergency Medical Dispatch (EMD) and Emergency Fire Dispatch (EFD). Failure to do so may result in a reduction in pay, position, or dismissal.
- B. Every employee must complete the certification exam for both disciplines with an 80% or higher. If 80% is not achieved, they must retest. Anyone scoring a 66%-78% will be eligible to retest.
- C. If an employee fails both retests, they will no longer be retained by the department.
- D. An employee scoring below 64% on any of the initial exams will no longer be retained by the department.
- E. WCDES is responsible for the cost of the courses, retests, and recertifications.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

III. REQUEST FOR LEAVE

To define the requirements and expectations of certain Request for Leave forms while promoting fairness and equity throughout the consideration and approval process. Any Request for Leave involving vacation, compensatory, personal, or trade time is covered by this policy.

A. GUIDELINES

Requests for Leave (Requests) are processed by utilizing the following guidelines:

1. All Requests must be submitted in digital format via the Aladtec program.
 - a. All requests must be submitted using the Aladtec calendar submission.
 - b. The Request for Leave Form must accompany the request for the time off submission.
2. Supervisors will process all requests in a reasonable amount of time and adhere to the provisions of this policy, the current Bargaining Agreement, and the County Policy, for approval or disapproval of the request.
 - a. All requests for leave will be honored by the schedule calendar submission date and time stamp.
3. The employee will be notified via Aladtec when the time has been approved or disapproved.
4. Management retains the right to approve or deny any Request for Leave based upon its' individual merit, work and schedule requirements, or any other factor that might affect the efficient operation of the Department. Any limitations to these rights are described in the current Bargaining Agreement and the County Policy.
5. Failure of the submitting employee to fulfill any of the above applicable requirements is grounds for the denial of the Request.
6. If an employee cancels any approved vacation or compensatory leave, the employee must wait 7 days to resubmit a request for leave that includes any days cancelled.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

IV. ADEQUATE NOTICE OF VACATION TIME USAGE

Any cancellation of a scheduled vacation with less than fourteen (14) days' notice may be denied and the employee may be required to take the vacation time as scheduled.

V. TRADE DAYS

A trade day is an exchange of an off day or a work shift assignment. The trade may be with another employee in a similar classification or may be a single employee trade.

A. CONDITIONS

Trade Day Requests must be approved in advance by the supervisor. The following conditions must be met by all involved employees for the Request to be considered for approval:

1. The Trade Day Request must be submitted via Aladtec. The digital form must be filled out in its entirety and must be accurate. Incomplete or improperly completed forms will be rejected.
2. The exchanged time will not result in overtime pay for either party involved in the trade. Signing up for a trade day indicates that both parties involved in a two-person trade, or an individual involved in a one-person trade understand that they will not be paid at the overtime rate.
3. Both requested trade days must be within one fourteen-day (14) pay period as defined above. An Emergency Communications Operator (ECO) cannot trade days with an Emergency Communications Supervisor (ECS).
4. Probationary employees may be eligible for Trade Days at the discretion of the Director or designee.

B. GUIDELINES

1. Employees involved in an approved Trade Day Request cannot request leave for those specific trade day work hours/shifts.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

2. Single employee Trade Days will only be considered if there is a need for additional personnel on the shift during which the employee is agreeing to work, e.g., posted overtime, staffing shortage, etc.
3. Employees involved in approved Trade Days are responsible **for working the hours/shifts** specified in the Request. If any such employee fails to uphold their commitment to the Request for any reason, they will forfeit the privilege to participate in any other Trade Days for a period of six (6) months from the date of the failure. Any other Trade Days involving this employee, either approved or pending approval, within this six (6) month period will be voided or not approved.
4. The failure of one employee to fulfill a trade does not relieve the other employee of the obligation to complete the trade day terms.

VI. CONVERTING HOLIDAY HOURS TO COMP TIME

Employees can convert their holiday pay (the 8 hours the county gives for a holiday) to compensatory time with the following provisions:

- A. When converting a holiday, all (8 hours) or none of the holiday hours must be converted to compensatory time. The hours cannot be split to get paid for half of the hours while converting the remainder to comp time.
- B. If a request to convert holiday pay will put the employee over the allowable number of comp hours that can be maintained on the books, the time cannot be converted.
- C. Any time conversion must be done within the same pay period as the holiday hours.

VII. SICKNESS AND TARDINESS

The following details the procedure for calling in sick for work, leaving early from work due to illness and rules relating to tardiness:

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

- A. The following are the steps to be followed by the employee who is calling in sick for work:
1. The sick employee will call the ECS or ECOIC within the time frame outlined in the Bargaining Agreement or the County Personnel Policy (whichever applies to the sick employee) to report the sickness. Only in extreme cases will a call-in be accepted by someone other than the employee.
 2. The sick person must speak with an ECS.
 - a. If there is no ECS on-duty the acting ECOIC shall take the required information.
 - b. This is to be followed even if the Director and/or the Operations Manager are available in the building.
 3. The sick person will provide the following:
 - a. Nature of the sickness in sufficient detail as to make it obvious why he/she cannot work.
 - b. A telephone number where he/she can be reached.
- B. The following steps are to be followed by the ECS or ECOIC receiving the information from the sick employee:
1. The ECS or ECOIC should utilize the Call Off Notification Form in Aladtec to obtain the required information.
 2. The ECS or ECOIC will determine adequate coverage exists for the affected shift.
 3. If adequate shift coverage does not exist, the ECS or ECOIC will refer to the Bargaining Agreement to obtain adequate shift coverage.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

4. If an unusual problem exists or circumstances dictate, the Operations Manager or the Director (depending on availability) may be contacted for additional support.
- C. The following steps are to be followed by the employee who is leaving work early:
1. The sick employee must talk to an ECS.
 - a. If there is no ECS on duty, the ECOIC shall take the required information.
 - b. This is to be followed even if the Director and/or the Operations Manager are available in the building.
 2. The sick employee will provide:
 - a. Nature of the sickness in sufficient detail as to make it obvious why he/she cannot work.
 - b. A telephone number where he/she can be reached.
 - c. Complete, in Aladtec, the Request for Leave form and submission of sick time before leaving the building, if possible.
 3. The ECS or ECOIC will ascertain that adequate shift coverage for the affected watch exists.
 4. If adequate shift coverage does not exist, the ECS or ECOIC will refer to the Bargaining Agreement to obtain adequate shift coverage.
 5. If an unusual problem exists or circumstances dictate, the Operations Manager or the Director (depending on availability) may be contacted for additional support.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

- D. An employee not clocked in by the start of their scheduled hours to work, is considered tardy. Excessive tardiness shall result in corrective action. Excessive tardiness shall be considered excessive when an employee is late for his or her shift without permission in more than three (3) instances in a rolling four (4) month period. A tardy employee shall notify the WCDES as soon as possible using the following steps:
1. The tardy employee must talk to an ECS; if no ECS is on-duty, the ECOIC shall take the required information.
 2. The tardy employee must provide the reason for the tardiness in sufficient detail as to make it obvious to why he/she cannot arrive at work on time as well as an estimated time of arrival.
 3. An employee arriving greater than 7 minutes late after the scheduled start time, must fill out the Request for Leave form marking the requested time under the category "Unpaid", to document the time missed. The employee will not be paid for this time. In addition, tardiness may result in disciplinary action.
 4. The ECS or ECOIC will ascertain that adequate shift coverage for the affected watch exists.
 5. If adequate shift coverage does not exist, an ECO may be held over. The ECS or ECOIC will refer to the Bargaining Agreement to obtain adequate shift coverage.
 6. The ECS or ECOIC should utilize the Tardy/Late Form in Aladtec to obtain the required information.
 7. If an unusual problem exists or circumstances dictate, the Operations Manager or the Director (depending on availability) may be contacted for additional support.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

E. If an employee fails to show up for a scheduled work shift, the ECS or ECOIC will follow the below steps.

1. The ECS or ECOIC will ascertain that adequate shift coverage for the affected watch exists.
2. If adequate shift coverage does not exist, an ECO may be held over. The ECS or ECOIC will refer to the Bargaining Agreement to obtain adequate shift coverage.
3. If an unusual problem exists or circumstances dictate, the Operations Manager or the Director (depending on availability) may be contacted for additional support.
4. An attempt will be made to contact the employee to determine the reason for the absence and an estimated time of arrival.
5. Failure to show up for a scheduled regular or overtime shift without proper authorization may result in disciplinary action.

F. Miscellaneous

1. The above-described procedures do not apply in emergency circumstances.
2. If adequate shift coverage does not exist, the ECS or ECOIC will refer to the Bargaining Agreement to obtain adequate shift coverage.

VIII. TIME CLOCK

All hourly compensated employees of the Warren County Communications Center are required to use the time clock by using your ID/security card for recording and reporting all hours worked and other hours payable. The time clock assures that employees are paid for those hours and other payable benefits duly earned and provides accountability for all payroll costs.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

A. INSTRUCTIONS

1. Time in which an employee is scheduled and required to be on duty, and at a prescribed workplace, and all time during which the employee is permitted to work for the department is duty time and is to be compensable in accordance with the policies prescribed herein, and with the Fair Labor Standards Act.
2. All hourly compensated employees shall be required to clock in and out using the designated time clock. Employees are not permitted, without permission from their supervisor to clock in prior to seven (7) minutes before their start time and must clock out within seven (7) minutes after their shift ends. Employees are to remain at their work sites until they are relieved.
3. Employees shall use the time clock as follows for the calculation of each employee's hours worked:
 - a. Employees must use their own personal ID/security card to clock in and out at their respective starting and quitting times. If the employee does not have their ID/security card during their scheduled work hours, the employee will notify the on-duty supervisor to be clocked in and out manually.
 - b. Employees are required to clock out and in when leaving the building for any reason outside of their assigned duties during their hours worked.
4. All overtime must be approved and authorized prior to the overtime being worked.
5. An employee's pay will be based upon completed time clock entries as proof of hours worked and each employee will be paid for all clocked in hours shown on the time sheet at the applicable rate(s).
6. Employees with excess hours clocked in, without supervisor approval, will be subject to disciplinary action.
7. Changes made to an employee's time clock entries may be performed by the Director or designee. Falsification of time sheets of any type shall be subject to disciplinary action up to and including discharge.
8. Employees shall not clock in or out for another employee.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

9. Time clock entries will be reviewed by the ECS, Director or designee prior to being processed for payroll. Incomplete time punches may cause a delay in the employee's pay, pending management's investigation and verification of such time punches.
10. Employees training or working off site should call the on duty ECS/ECOIC to be clocked in and out.

IX. RESTRICTIVE PAY (ON CALL PAY)

ECO's shall be scheduled and compensated based on the Bargaining Agreement.

X. SHIFT CHANGE

During shift change, the members of the oncoming crew may enter dispatch to find an open position and log in to prepare for their upcoming shift. The oncoming crew members should not be disruptive and remain courteous to those working.

- A. Employees who are finishing their shift should brief the members of the oncoming crew and are then expected to leave the dispatch area without any disruption.

XI. WORKSTATIONS

- A. It is the responsibility of the ECO to clean their workstation and return it to a clean and ready status for oncoming crew members.
- B. Do not sit or stand on areas of the desk that are powered to move up or down.

XII. OFF-DUTY PERSONNEL & VISITORS IN DISPATCH

- A. Any off-duty employee or other visitors who enter dispatch must let the on-duty supervisor or Emergency Communications Operator in Charge (ECOIC) know that they are there and the reason for the visit.
 1. Observers must complete a non-disclosure form and will need to be escorted by an employee.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

- B. Special visits or group tours in dispatch must be scheduled in advance through the on-duty supervisor, the Director or designee. These will be noted in the calendar in advance of the visit.
- C. No one under 18 is allowed in dispatch unless they have received prior approval from the on- duty supervisor, the Director or designee.

XIII. BULLETIN BOARD

The main bulletin board (not the Union's bulletin board) located in the dispatch hallway is to be used only for notices or written material that pertains to official county, departmental or other government business. Employees are responsible for checking the bulletin board for updates to notices, policies and procedures, and other posted material.

- A. An employee wishing to post a notice or other written material must have approval from his/her supervisor.
- B. The ECS's will be responsible for posting on and removing from the bulletin board all notices and written material in a timely manner. Any notice or posted material not meeting these criteria is to be removed immediately by the ECS. All notices and written material that are removed are to be forwarded to the main office.

XIV. OPERATIONAL DUTIES

- A. Receiving and interrogation of calls: When a call is taken, your first concern is that of the caller. Each situation must be interrogated and evaluated individually, always keeping in mind the importance of this information. The series of events which follow rely heavily on how accurately and conclusively the ECO processes the information.
- B. Dispatching calls: You, as the ECO or ECS, are responsible for deciding what action is to be taken, what special requirements are demanded and whom to contact concerning the caller's problem.
- C. In addition to the assignment of regular specific duties and responsibilities to the department, members shall also perform all duties as may be required of them by competent authority.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

- D. ECO's have a very important personal responsibility and obligation. This responsibility must be fully understood and strictly adhered to.
- E. In carrying out the functions of the department, ECO's shall coordinate their efforts in such a manner that will foster the greatest harmony and cooperation. Gossiping about other members of the department will not be tolerated.
- F. ECO's shall treat their superiors with respect and shall be courteous and considerate in their demeanor toward fellow employees as well as the public. They shall refrain from all actions and communications to the discredit of others except when it becomes a duty to inform a superior of neglect or disobedience to orders.
- G. ECO's shall not speak critically or derogatorily of other employees, or to any person outside of the department regarding orders or instructions issued by any superior. Where there is reason to believe that such orders or instructions are inconsistent or unjust, it is the right of any employee to respectfully bring the basis of the objection to the attention of the person who issued the order to that employee.
- H. No ECO in 'uniform' (wearing clothing or apparel with Warren County patches, logos, etc.) on or off duty shall purchase, drink or be under the influence of any drug or alcoholic beverage. No employee shall remain at any location longer than necessary in the proper performance of duties or engage in any conduct which may tend to bring discredit to the department.
- I. ECO's shall not engage in political, religious, ethnic, or sexually natured discussions to the detriment of good discipline. Pornographic or any material sexual in nature is not permitted. This is to be considered gross misconduct, violating morality and common decency while on duty at WCDES.
- J. ECO's shall not mark, alter, or deface any printed or written notice relating to department business, nor place or cause to be placed in view, any material of a derogatory character relating to official transactions or degrading another department, agency, or person.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

- K. No ECO shall intentionally abuse, damage, or tamper with any county-owned or operated equipment or property.

XV. ELECTRONIC COMMUNICATIONS

All forms of electronic communications, oral or written in the workplace are subject to monitoring and review and become public record. Personnel should refrain from generating messages of a personal nature. Under no circumstances will employees carry on lengthy, non-work-related conversations over any form of equipment or technology owned by the county.

XVI. DRESS AND APPEARANCE

- A. When in dispatch, employees are expected to dress appropriate for work. The objective of establishing a business casual dress code is to allow employees to work comfortably yet still project a professional image for agency members and community visitors. Business casual is the standard for this dress code.
- B. Because all casual clothing is not suitable for work, these guidelines have been established to help employees determine what is appropriate to wear to work. Prohibited items include, but are not limited to, the following:
 - 1. Stretch pants; exercise pants; sweatpants; biker pants; spandex pants; leggings.
 - 2. Pants with tears, frayed edges, or holes; bibbed overall type pants.
 - 3. Tank or tube tops; halter tops; tops with spaghetti straps; strapless tops; off the shoulder tops; low-cut or revealing tops.
 - 4. Shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans.
 - 5. Sheer, tight or form-fitting clothes; attire that exposes the midriff, back or stomach.
 - 6. Visible underwear or sleepwear.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

7. Athletic Flip-flops or athletic thong sandals; slippers.
 8. Hats, other than department approved hats, unless they are head covers required for religious purposes or to honor cultural traditions.
- C. The wearing of jewelry, makeup, perfume, or cologne should be reserved and in good taste. Remember that some employees are allergic to the chemicals in perfumes and being confined in one room together makes it difficult for them, so wear these substances with restraint.
 - D. Visible body piercings and tattoos are limited to a minimum, must be in good taste, and not be a distraction to the workplace in any manner.
 - E. If an employee is uncertain about the appropriateness of any item or outfit, they should ask their ECS.
 - F. If inappropriate attire is worn to work or to work related functions by an employee, the ECS or Operations Manager will hold a personal, private discussion with the employee to counsel them about the inappropriateness of their attire. If an obvious policy violation occurs, the ECS or Operations Manager will hold a private discussion with the employee and ask them to clock out and go home to change their attire immediately.
 - G. The Director or his/her designee can, at his/her discretion, temporarily lessen these restrictions if he/she feel that circumstances warrant the need.
 - H. Anyone appearing in court to represent WCDES should dress in a professional manner.

XVII. PERSONAL ITEMS IN DISPATCH

- A. Personal items include, but are not limited to, both electronic items such as laptop computers, portable media players, cell phones, smart watches, etc. and non-electronic items such as books, crafts, personal phone calls, etc. These items have the potential to distract and delay an employee in the proper course of their duty.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

- B. Telephone and radio traffic must be answered promptly. Each radio transmission could be a cry for assistance and each phone call should be treated as an emergency. Any interference to this basic principle of operation must be recognized and overcome.
- C. The following limitations will be observed in the use of personal items:
1. Any personal conversations must be kept brief.
 2. No official business will be conducted on any personal device at any time.
 3. No employee who is on probation is permitted to use any personal device at any time during active training as this use would interfere with their progress. Once a probationary employee has been cleared on their position and is no longer actively training, they may be granted limited use of some personal items by the Director or designee.
 4. Trainers who are actively training (i.e., earning additional pay) must limit their usage of personal items as it could limit their ability to monitor and instruct their trainee. Trainers should not be walking around the room, using personal devices, etc. if their trainee is taking calls or on the radio and has not been cleared on that position.
 5. When using a personal device, the sound is to be turned low enough so as not to interfere with or disrupt others in the room.
 6. The use of ear buds with any personal device is prohibited.
 7. When it becomes apparent that the use of any personal device is interfering with an employee's ability to efficiently do their job (i.e., calls sitting in pending queue waiting to be dispatched, telephones not being answered promptly) that employee's privileges will be suspended.
 8. Anyone that uses the internet access inappropriately can have their access to the internet denied and may be subject to disciplinary action.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

9. Supervisors may limit the use of personal devices during other times based on operational needs.
10. Failure to comply with any limitations will be cause for disciplinary action and/or restriction from the use of personal devices.

XVIII. SOCIAL NETWORKING

While employees have the right to use personal/social networking pages or sites, as employees of WCDES they are held to a higher standard by not only this agency but by the public. As such, the WCDES strives to maintain a level of professionalism both on-duty and off-duty.

Therefore, employees who utilize social networking sites, blogs, twitter, or other medium of electronic communication, even in their off-duty time, will maintain an appropriate level of professionalism and conduct so as not to broadcast or post materials in a manner which is detrimental to our mission, function and morale of this department.

- A. The following restrictions apply to social networking use:
 1. Employees are prohibited from using WCDES computers to update personal social networking sites.
 2. At no time will social networking interfere with the essential job functions of WCDES employees.
 3. Employees are strictly prohibited from posting agency business to include, but not limited to, the following:
 - a. Photographs, images, video, or audio files relating to daily operations of this department unless approved by management.
 - b. Logos, uniforms, badges, etc. unless approved by management.
 - c. Accounts of events which occur within the agency.

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

POLICY / PROCEDURE

4. Employees are strictly prohibited from live streaming or facetimeing while in the ECC.
 5. Employees will not criticize or ridicule the WCDES, its policies and procedures, or other employees by writing or other expression where it is defamatory, obscene or is made with disregard for truth.
 6. Employees will not criticize citizens of Warren County, make or send degrading comments on individual's race, color, religion, sex, national origin, age, disability, lifestyle, sexual orientation, criminal history, or social status.
 7. Personal social networking sites or other mediums of internet communication will not be used to post materials of a sexually graphic nature, or which promote violence, weaponry, or illegal activity.
- B. Employees who are subject to administrative investigations may be ordered to provide the WCDES with access to the social networking site when the subject of the investigation is directly, narrowly and specifically related to the employee's performance or ability to perform their function within the agency, or when the subject of the investigation is potentially averse to the operation, morale or efficiency of the agency.

XIX. UNION ACTIVITY

- A. Whenever an employee is conducting Union business, they are expected to comply with the current guidelines for Union activity contained in Article 5.4 of the Contract including, but not limited to:
1. Making notification to management personnel when entering dispatch for the purpose of investigating grievances.
 2. Obtaining permission from management to work on grievances when it is necessary during their regular work time.

Resolution

Number 24-0357

Adopted Date March 12, 2024

CANCELLING REGULARLY SCHEDULED COMMISSIONERS' MEETING OF
THURSDAY, MARCH 14, 2024

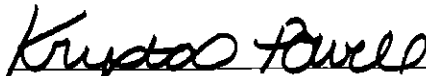
BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
March 14, 2024.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor
Commissioners' file
Press

Resolution

Number 24-0358

Adopted Date March 12, 2024

ADVERTISING FOR BIDS FOR THE 2024 CHIP SEAL PROJECT

BE IT RESOLVED, to advertise for bids for the 2024 Chip Seal Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of March 17, 2024; bid opening to be April 3, 2024 @ 10:30 a.m.

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

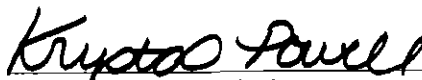
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS

cc: Engineer (file)
OMB Bid file

Resolution

Number 24-0359

Adopted Date March 12, 2024

ADVERTISING FOR BIDS FOR THE 2024 RESURFACING PROJECT

BE IT RESOLVED, to advertise for bids for the 2024 Resurfacing Project for the County Engineer;
and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two (2) consecutive weeks on the Warren County website, beginning the week of March 17, 2024; bid opening to be April 2, 2024 @ 9:30 a.m.

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

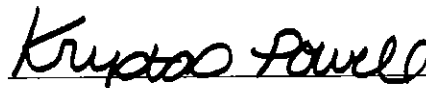
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS/

cc: Engineer (file)
OMB Bid file

Resolution

Number 24-0360

Adopted Date March 12, 2024

ADVERTISING FOR REQUEST FOR PROPOSALS FOR AN ENTERPRISE SURVEILLANCE CAMERA SYSTEM FOR WARREN COUNTY FACILITIES, WATER & SEWER DEPARTMENT SITES, AND COMMUNICATION TOWER SITES.

BE IT RESOLVED, to advertise for Request for Proposals (RFP) for an enterprise surveillance camera system across multiple Warren County facilities and sites; and

BE IT FURTHER RESOLVED, to advertise said RFP for one (1) week in a newspaper of general circulation beginning the week of March 18, 2024, and for two (2) consecutive weeks on the Warren County website; submission deadline is April 25, 2024 at 4:00 PM EST.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management
OMB Bid (file)

Resolution

Number 24-0361

Adopted Date March 12, 2024

APPROVING ADDENDA TO AGREEMENT WITH BOYS TO MEN TRANSITIONAL HOME INC. RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with Boys to Men Transitional Home Inc. relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Boys to Men Transitional Home Inc.
Children Services (file)

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

ADDENDA TO AGREEMENT

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

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

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

And Boys To Men Transitional Home Inc. hereinafter "Provider," whose address is:

Boys To Men Transitional Home Inc.
117 Ashwood Ave
Dayton, OH 45405

Collectively the "Parties".

Contract ID: 19329073

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

Ohio Department of Job and Family Services

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

Addenda Number 1:

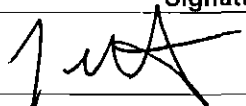
Addenda Reason:	Amount
Addenda Begin Date:	12/01/2023
Addenda End Date:	
Increased Amount:	\$150,000.00
Article Name:	

Addenda Reason Narrative:

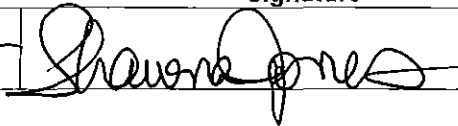
Need to increase the original contract amount by \$150,000 to cover future invoices.

SIGNATURE OF THE PARTIES

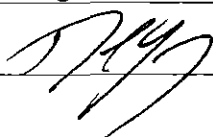
Provider: Boys To Men Transitional Home Inc.

Print Name & Title	Signature	Date
Jemone McIntosh C.O.O.		2/14/24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		3-6-24

Additional Signatures

Print Name & Title	Signature	Date
* David G Young		3/12/24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 24-0362

Adopted Date March 12, 2024

APPROVING ADDENDA TO AGREEMENT WITH STEP HIGHER INC.-NELLA'S PLACE RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with Step Higher Inc.-Nella's Place relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Step Higher Inc.-Nella's Place
Children Services (file)

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

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

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

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

And Step Higher Inc.-Nella's Place hereinafter "Provider," whose address is:

Step Higher Inc.-Nella's Place
1610 California Ave
Cincinnati, OH 45237

Collectively the "Parties".

Contract ID: 19329031

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

Ohio Department of Job and Family Services

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

Addenda Number 2:

Addenda Reason:	Amount
Addenda Begin Date:	01/01/2024
Addenda End Date:	
Increased Amount:	\$66,000.00
Article Name:	

Addenda Reason Narrative:

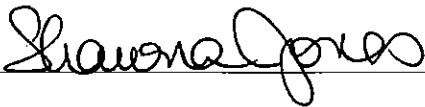
Need to increase the original amount of the contract by \$66,000 to cover future invoices.

SIGNATURE OF THE PARTIES


Provider: Step Higher Inc.-Nella's Place


Print Name & Title	Signature	Date
Janelle S Hocker CEO		1/12/24

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shauna Jones, Director		3-1-24

Additional Signatures

Print Name & Title	Signature	Date
*David G Young		3/12/24

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 24-0363

Adopted Date March 12, 2024

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

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

1. Focus on Youth, Inc.
2. Just Like Us Enrichment Agency
3. Step Higher Inc.-Nella's Place

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Focus on Youth, Inc.
c/a – Just Like Us Enrichment Agency
c/a – Step Higher Inc.-Nella's Place
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

Focus on Youth, Inc., hereinafter "Provider", whose address is:

Focus on Youth, Inc.
8904 Brookside Ave
West Chester, OH 45069

Collectively the "Parties".

Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
ARTICLE II.	TERM OF AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION
ARTICLE XXIX.	PROPERTY OF AGENCY
ARTICLE XXX.	SEVERABILITY
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

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

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.

- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
2. Child Alleging Physical or Sexual Abuse / Neglect;
3. Death of Child;
4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
7. School Expulsion / Suspension (formal action by school);
8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
9. Victim of assault, neglect, physical or sexual abuse; and
10. The filing of any law enforcement report involving the child.

- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

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

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

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

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

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$24,000.00**.
- 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 Focus on Youth, Inc.
 8904 Brookside Ave
 West Chester, OH 45069

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

Article XXXIII. APPLICABLE LAW AND VENUE

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Focus on Youth, Inc. / 24400

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

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Foster Care (30073)-FFH	373628		\$34.00	\$42.00							\$76.00	06/01/2024	05/31/2025
Treatment Foster Care - Intensive TFC-1 (30362)-Spec Needs	985643		\$41.00	\$42.00							\$83.00	06/01/2024	05/31/2025
Treatment Foster Care - Intensive TFC-3 (30414)-Spec Needs	5827663		\$49.00	\$42.00							\$91.00	06/01/2024	05/31/2025
Treatment Foster Care - Special Needs (30363)-Spec Needs	985644		\$66.00	\$42.00							\$108.00	06/01/2024	05/31/2025

SIGNATURES OF PARTIES:

Provider: Focus on Youth, Inc.

Print Name & Title	Signature	Date
Alicia Ajiboye, Executive Director	Alicia Ajiboye	2-22-24

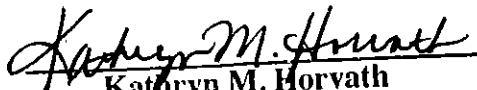
Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director	Shawna Jones	3-1-24

Additional Signatures

Print Name & Title	Signature	Date
* David G. Young	DG Young	3/12/24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMENDMENT #5:

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

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

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF Butler

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

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

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

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

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

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

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

Alicia Ajiboye, CEO
AFFIANT

Subscribed and sworn to before me this 23rd day of February 20 24

Penny J. Dougan
(Notary Public)

Butler County.

My commission expires March 24 20 26



PENNY J DOUGAN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-24-26

AMENDMENT #6:

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

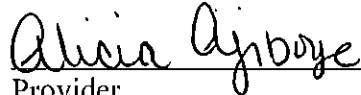
Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. If provider does not currently participate in the Title IV-E program, Provider agrees to timely file its initial Title IV-E cost report with all required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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 24-0363, dated 3/12/24, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

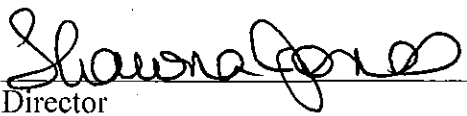
*  _____
President
Warren County Board of Commissioners

 _____
Provider

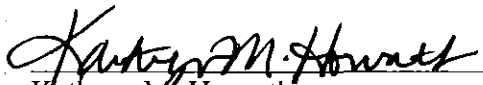
Date 3/12/24

Date 2/22/24

Reviewed by:

 _____
Director
Warren County Children's Services

Approved as to Form:

 _____
Kathryn M. Horvath
Assistant Prosecuting Attorney

2024 Reminder regarding children in LCCS custody:

No psychotropic medication shall be administered without authorization from LCCS, including OVER THE COUNTER MEDICATIONS (i.e. Melatonin, Benadryl, Supplements)

LCCS only approves a child in their custody to be placed on psychotropic medication when there is a diagnostic assessment or psychological/ psychiatric evaluation indicating a diagnosis and a need for the medication. The evaluation must be completed with LCCS approval and prior to initiation of the medication.

The LCCS Executive Director will review the evaluation in order to determine whether psychotropic medication will be approved. No psychotropic medication shall be administered to a child in LCCS custody until after the LCCS Executive Director has signed the LCCS Psychotropic Medication Authorization form. LCCS will provide notification regarding approval or denial of the Psychotropic medication. **If the Executive Director does not give consent for the medication, shred or otherwise dispose of the written prescription in a manner that it cannot be utilized in the future.**

The only exception to the above policy statement is when a psychiatric emergency exists and the Executive Director (or his/her designee), upon verbal consultation with the LCCS Nurse or staff member who spoke directly with the requesting physician (or his or her nurse), consents to a time-limited provision of psychotropic medication directed at alleviating the psychiatric emergency.

All Children who are administered psychotropic medication are required to concurrently receive behavior therapy or be referred for mental health or other specialized therapies as appropriate based on his/her needs.

Definition: Psychotropic Medication: Any chemical agent used for the effect that it has upon an individual, in that it alters that person's thoughts, feelings, mental/physical activity, mood or behavior. Medications, which are not usually described as psychotropic, are covered by this policy when they are prescribed or **over the counter** (i.e. melatonin, Benadryl, supplements) for any psychotropic effects.

Once a psychotropic medication has been approved for a child in LCCS custody, LCCS must be notified prior to any dosage increase **or** medication additions **and** within 1 week of discontinuing any medication. This notice must be in writing, by e-mail, fax, or completed health visit form (HVF).

If a child is in residential placement, a medical screening should be completed upon discharge to document the condition of the child, identify any childhood communicable diseases, and to identify any symptoms of illness or injury including any needed follow-up and current medications. The medical screening can be conducted by a licensed physician, advanced practice nurse, registered nurse, licensed practical nurse, or physician's assistant.

Please be aware that each child in the custody of LCCS is assigned a LCCS nurse, who provides medical case management. The LCCS nurse can provide assistance related to past history, medical issues, medication issues and specialized consents (for surgery, hospital admissions, etc.). You can contact the LCCS Clinic via the main LCCS phone number 419-213-3200, Monday through Friday, 8:30 am till 11:00 pm. The clinic fax number is: 419-327-3358.

During the hours that a Clinic nurse is not available, please contact the LCCS Intake Department via 419-213-3200.

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

**Mike DeWine
Governor**

This is to Certify that

**Focus on Youth, Inc.
8904 Brookside Avenue
West Chester, Ohio 45069-3139
Recertification - S-0000004773**

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

Functions:

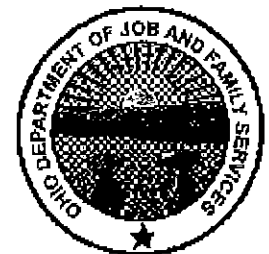
To act as a representative of ODJFS in recommending Treatment Foster Homes for certification

To participate in the placement of children in Foster Homes

To participate in the placement of children for Adoption

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

This certificate is effective from June 23, 2022 to June 22, 2024



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

Just Like Us Enrichment Agency, hereinafter "Provider", whose address is:

Just Like Us Enrichment Agency
2799 Hazelton Ct
Cincinnati, OH 45251

Collectively the "Parties".

Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
ARTICLE II.	TERM OF AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION
ARTICLE XXIX.	PROPERTY OF AGENCY
ARTICLE XXX.	SEVERABILITY
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

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

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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

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

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

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

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

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$325,000.00**.
- 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
 Just Like Us Enrichment Agency
 2799 Hazelton Ct
 Cincinnati, OH 45251

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

Article XXXIII. APPLICABLE LAW AND VENUE

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

SIGNATURES OF PARTIES:

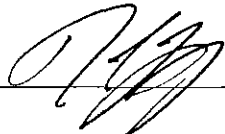
Provider: Just Like Us Enrichment Agency

Print Name & Title	Signature	Date
Angelique Payne, Administrator	Angelique Payne	2-19-24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director	Shawna Jones	3-1-24

Additional Signatures

Print Name & Title	Signature	Date
* David G Young		3/12/24

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: Just Like Us Enrichment Agency / 28420781

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

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / 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
Hazelton Court Group Home (20990)	7653663		\$187.50	\$12.50							\$200.00	06/01/2024	05/31/2025
Hazelton Court Group Home (20990)	7653663		\$237.50	\$12.50							\$250.00	06/01/2024	05/31/2025
Hazelton Court Group Home (20990)	7653663		\$285.50	\$14.50							\$300.00	06/01/2024	05/31/2025
Hazelton Court Group Home (20990)	7653663		\$359.50	\$15.50							\$375.00	06/01/2024	05/31/2025
Hazelton Court Group Home (20990)	7653663		\$385.00	\$15.00							\$400.00	06/01/2024	05/31/2025
Hazelton Court Group Home (20990)	7653663		\$460.00	\$15.00							\$475.00	06/01/2024	05/31/2025

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMENDMENT #5:

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

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

AMENDMENT #6:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 24-0363, dated 3/12/24, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

* _____
President
Warren County Board of Commissioners

Date 3/12/24

Angela Payne
Provider

Date 2.19.24

Reviewed by:

Brauna Jones
Director
Warren County Children's Services

Approved as to Form:

Kathryn M. Horvath
Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I Angelique Payne, holding the title and position of Administrator at the firm JCU Agency, 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.

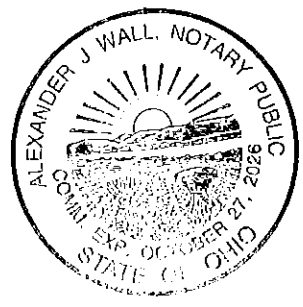
Angelique Payne
AFFIRANT

Subscribed and sworn to before me this 20th day of February 2024

Alexander J. Wall
(Notary Public),

Hamilton County.

My commission expires 10-27 2026





December 18, 2023

Angelique Payne, Administrator
Just Like Us Enrichment Agency
2799 Hazelton Court
Cincinnati, Ohio 45251

RE: Continuation of Current Certificate of Approval for Just Like Us Enrichment Agency (119 Study ID# 0000006543)

Dear Mrs. Payne:

The Ohio Department of Job and Family Services is in receipt of Just Like Us Enrichment Agency's application for recertification. However, we are unable to complete our review of the application prior to the expiration of Just Like Us Enrichment Agency's certificate on December 28, 2023.

Just Like Us Enrichment Agency'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 Sara Faison, Agency Licensing/Certification Specialist at (937) 657-1674 or e-mail at sara.faison@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
Sara Faison, OFC
File



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/20/2024

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

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

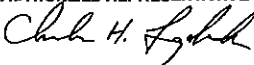
PRODUCER Church Asset Management, Inc. 1500 Wall Street Saint Charles MO 63303 License#: L100460 JUSTLIK-02	CONTACT NAME: DeeDee Corsnitz PHONE (A/C, No, Ext): 800-200-7257 E-MAIL ADDRESS: dcorsnitz@LTCAM.com	FAX (A/C, No): 866-608-0600													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Alliance of Nonprofits for Insurance, Risk Retenti</td> <td>10023</td> </tr> <tr> <td>INSURER B: Chubb Insurance Company of New Jersey</td> <td>41386</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Alliance of Nonprofits for Insurance, Risk Retenti	10023	INSURER B: Chubb Insurance Company of New Jersey	41386	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Alliance of Nonprofits for Insurance, Risk Retenti	10023														
INSURER B: Chubb Insurance Company of New Jersey	41386														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 1926263357** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	2023-69583-GL	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	2023-69583-GL	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	2023-69583-UMB	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Directors & Officers Cyber Liability	N N	N N	2023-69583-DO D97068744	8/1/2023 1/21/2023	8/1/2024 1/21/2024	Each Claim/Aggregate Incident Response 1,000,000/1,000,000 1,000,000

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

CERTIFICATE HOLDER Warren County Children Service 416 S. 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 

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

Step Higher Inc.-Nella's Place, hereinafter "Provider", whose address is:

Step Higher Inc.-Nella's Place
1610 California Ave
Cincinnati, OH 45237

Collectively the "Parties".

Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
ARTICLE II.	TERM OF AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION
ARTICLE XXIX.	PROPERTY OF AGENCY
ARTICLE XXX.	SEVERABILITY
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **06/01/2024** 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. SARs, court hearings, family team conferences, etc.).

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$158,000.00**.
- 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
Step Higher Inc.-Nella's Place
1610 California Ave
Cincinnati, OH 45237

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

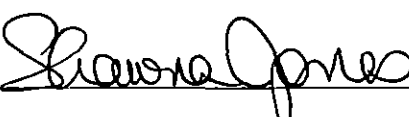
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:


Provider: Step Higher Inc.-Nella's Place

Print Name & Title	Signature	Date
Janelle Hocker CEO		2/20/24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		3-1-24

Additional Signatures

Print Name & Title	Signature	Date
* David G Young		3/12/24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMENDMENT #5:

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

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

AMENDMENT #6:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 24-0363, dated 3/12/24, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

* _____
President
Warren County Board of Commissioners

Date 3/12/24

Step Hayner Nelson Place

Provider

Date 2/20/2024

Reviewed by:

Shawna Jones
Director
Warren County Children's Services

Approved as to Form:

Kathryn M Horvath
Kathryn M Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I, _____, holding the title and position of _____ at the firm _____, 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.

Step One, Inc - Nellas Place
AFFIANT Charles Hodge CEO

Subscribed and sworn to before me this 20 day of

February 24
[Signature]
(Notary Public),

Hamilton County.

My commission expires April 12 20 26



Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Step Higher Inc.-Nella's Place / 13088985

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
Knott Street Group Home (20960)	7645063			\$313.00	\$18.00						\$45.00	\$376.00	06/01/2024	05/31/2025
Melrose Avenue Group Home 2 (20959)	7645013			\$313.00	\$18.00							\$331.00	06/01/2024	05/31/2025

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

**Mike DeWine
Governor**

This is to Certify that

**Step Higher Inc.-Nella's Place
3439 Knott Street
Cincinnati, Ohio 45229-3109
Recertification - S-0000005723**

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

Functions:

To operate or provide Independent Living arrangements

To operate a Group Home(s)

Qualified Residential Treatment Program Compliant September 15, 2021

This certificate is effective from April 28, 2023, to April 27, 2025





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/2024

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

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

PRODUCER Progressive Insurance PO Box 94739, Cleveland, OH 44101	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing
	PHONE (A/C. No, Ext): 1-800-444-4487 FAX (A/C. No):
E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Progressive Preferred Insurance Company	NAIC # 37834
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 Step Higher Inc. - Nella's Place
 3439 KNOTT ST
 CINCINNATI, OH 45229
COVERAGES

CERTIFICATE NUMBER: 213151171486378908D020224T163113

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	02335512	07/28/2023	07/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	Y	N	02335512	07/28/2023	07/28/2024	\$

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

CERTIFICATE HOLDER
 The Board of Montgomery County
 Commissioners
 3304 N. Main St.
 Dayton, OH 45405
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

Resolution

Number 24-0364

Adopted Date March 12, 2024

ENTERING INTO A RENTAL AGREEMENT WITH QUADIENT, INC ON BEHALF OF
THE WARREN COUNTY CLERK OF COURTS

BE IT RESOLVED, to authorize the President of the Board to execute a Rental Agreement for a mail system for the Warren County Clerk of Courts with Quadient, Inc.; said agreement hereto and made a part hereof.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Quadient, Inc.
Clerk of Courts (file)

Customer

Organization	The Board of Commissioners of Warren County, Ohio		
OBO	Warren County Common Pleas Clerk's Office		
Address	500 Justice Drive		
City State Zip	Lebanon	OH	45038
Phone	(513) 695-2778	Fax	

Purchase Order - Rental

NASPO/ValuePoint Contract #: CTR058809

and / or

State Participating Addendum (PA) #: RSI008639 (OH)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2984524		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	Warren County Common Pleas Clerk's Office		
Attention	Shannon Zeller		
Address	500 Justice Drive		
City State Zip	Lebanon	OH	45038
Phone	(513) 695-2778	Email	Shannon.Zeller@co.warren.oh.us

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	\$1,322.56	\$79,353.60

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

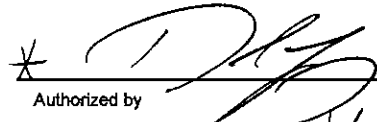
Products

QTY	Product ID	Description
1	SMART-REM-CONFIG	S.M.A.R.T. Remote Configuration Training
1	CS-ECERT	e-Certify Configuration Fee
2	ECERTIFY4X4LABEL	ConnectSuite e-Certify Thermal Labels - 4" x 4", 445 labels per roll
2	ECERTIFY-PRN-LAN	Brother Network Label Printer (USB/Serial/LAN)
1	7465288-03	Thermal Labels, 475 Labels Per Roll, Size 4" x 6"
1	CS-AUTO	ConnectSuite Automate
1	CS-ECERT8K	e-Certify Subscription - Level 5 (up to 8,000 e-Certs per year).
1	SMARTIX9ADW149	IX9A, PPFDR, 10lb WP; All-in-One PC, MTN KIT, 149lb MTWP, DWM, TRM Lbl Ptr, WLKB, BC Scan, S
1	IX9STACKER	IX-9 Expandable Stacker
1	IXDW10	IX Series 5/7/7PRO/9 Base 10lb. Differential Weighing
4	SMART-ADD-TRAIN	S.M.A.R.T. Additional Training
1	IDA-PS	NORAM IDA Professional Services

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2) Payments will be sent to:
 Quadient Leasing USA, Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682

3) Send all correspondence to:
 Quadient Leasing USA, Inc.
 478 Wheelers Farms Rd
 Milford CT 06461
 Phone: 203-301-3400
 Fax: 203-301-2600


*  3/12/24
 Authorized by _____ Date _____
David G. Young President
 Print Name _____ Title _____

Quadient, Inc.

 John Tartaro, Deputy CFO

Feb 20, 2024

APPROVED AS TO FORM


 Kathryn M. Horvath
 Asst. Prosecuting Attorney

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Quadient Leasing USA, Inc. ("Quadient Leasing"), Quadient, Inc. ("Quadient") and the Board of Commissioners of Warren County, Ohio, on behalf of the Warren County Common Pleas Clerk's Office ("Customer") with reference to the following:

- A. Quadient Leasing and Customer are entering into a Government Product Rental Agreement (the "Rental Agreement"), pursuant to which Quadient Leasing will rent products to Customer.
- B. Concurrently herewith, Quadient and Customer are entering into an Online Services and Software Agreement (the "OSS Agreement") pursuant to which Quadient will make certain other services available to Customer.
- C. Any defined term used herein shall have the same meaning as in the Rental Agreement, or the OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Rental Agreement, and the OSS Agreement, the parties agree to amend the OSS Agreement as follows:

1. Section 2, titled "License Grant and Additional Terms" is hereby amended to add the following to the end of this section: "Your use of the Services is limited to the number of Electronic Certified Mail pieces (each an "eCert") indicated on the Order Form ("Annual Volume Limit"). In the event You exceed the Annual Volume in any year, You agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the "Overage Charge"). The Overage Charge will be determined as a product of the number of eCerts You process in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below:"

Annual Volume Band (# of eCerts)	Overage Charge
1 - 500	\$0.50
501 - 1,000	\$0.45
1,001 - 2,000	\$0.42
2,001 - 4,000	\$0.31
4,001 - 8,000	\$0.29
8,001 - 12,000	\$0.28
12,001 - 16,000	\$0.25
16,001 - 32,000	\$0.22
32,001 - 64,000	\$0.21
64,001 - 128,000	\$0.21
128,001 - 200,000	\$0.18
200,001 - 256,000	\$0.17
256,001 - 384,000	\$0.16
384,001 - 512,000	\$0.13
512,001 - 1,200,000	\$0.12
1,200,001 and above	\$0.11

* Volume bands renew annually

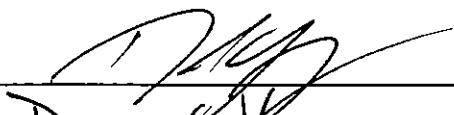
01/04/2024

The Rental Agreement, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Rental Agreement, OSS Agreement, and this Addendum, the terms of this Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

Customer: Warren County Board of County Commissioners Quadient Leasing USA, Inc.

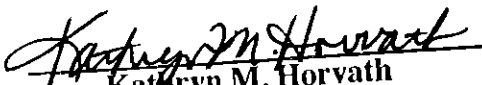
By: 
Printed Name: David B Young
Title: President
Date: 3/12/24

By: John Tartaro
Printed Name: John Tartaro
Title: Deputy CFO
Date: Feb 13, 2024

Quadient, Inc.

By: John Tartaro
Printed Name: John Tartaro
Title: Deputy CFO
Date: Feb 13, 2024

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

State of Ohio

GOVERNMENT PRODUCT RENTAL AGREEMENT

In this Government Product Rental Agreement (the "Rental"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Rental Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, Quadi^{ent} Leasing USA, Inc. "Supplier" refers to either Quadi^{ent}, Inc., or any other third party that has manufactured, or is providing services related to, the Products.

1. Rental of Products. (except as provided In Section 24, below) during the Initial Term (as defined below). You agree to rent from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. The term "Software" means any software that is subject to this Rental, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

2. Promise to Pay. You promise to pay to Us the rental payment shown on the Order Form ("Rental Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Rental.

3. Initial Term; Renewal.

3.1 FMV Rental. The Initial Term of this Rental will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Rental as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP rental and You fail to give us such notice, The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Rental at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Rental, as set forth above, You shall either return the Products pursuant to Section 12 of this Rental or purchase the products pursuant to Section 22.

3.2 LTOP Rental. If you have opted for an LTOP Rental as described in Section 23, then the term of this Rental will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the conclusion of the Initial Term of an LTOP Rental, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

4. Payments. Rental Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form. You agree to make Rental Payments to Us at the address specified on the State of Ohio Purchase Order.

5. Delivery and Location of Products. The Products will be

delivered to You at the Installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

6. Ownership, Use, and Maintenance of Products. We will own and have title to the Products during the Rental. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

7. Assignment of Supplier's Warranties and Notice of Reused Components. We hereby assign to You any warranties relating to the Products that We may have received from the Supplier. GUIDED BY QUADI^{ENT}, INC.'S SUSTAINABLE DESIGN AND RESPONSIBLE MANUFACTURING POLICY, THE PRODUCTS MAY CONTAIN REUSED COMPONENTS. For more information visit <https://www.quadi^{ent}.com/about-us/sustainable-design-and-manufacturing>.

8. Relationship of the Parties. You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY MAINTENANCE, SERVICE, SOFTWARE LICENSE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS RENTAL (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

Default. If You breach this Rental, we may, with thirty (30) days notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Rental; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes; We are not required to re-rent or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

9. Loss; Damage; Insurance. You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

10. Return of Products. Unless You take title to the tangible Products pursuant to Section 22 or Section 23, then You are required to return such Products under this Rental. In such a case, at the end of the Rental, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Products must be properly packed for



shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

11. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS RENTAL IN WHOLE OR IN PART.

12. Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

13. Notice. All notices, requests and other communications to Us shall be in writing and sent to: Quadient Leasing USA, Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Such notices shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. In the event that We do not accept Your offer to enter this Rental, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

14. Integration. There are no unwritten oral agreements between You and Us. The Rental can be changed only by a written agreement between You and Us. The Participating Addendum is incorporated herein. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Rental.

15. Severability. In the event any provision of this Rental shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

16. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Rental shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Rental.

17. Survival of Obligations. Your obligations under this Rental shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Rental shall survive the expiration or termination of this Rental.

18. FMV Rentals. If this Rental is a fair market value rental, as indicated by the rental rate that has been used by Us to calculate Your Rental Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Rental on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

19. LTOP Rentals. If this Rental is a rental to purchase, as indicated by the rental rate that has been used by Us to calculate Your Rental

Payments then, at the end of the Initial Term and after You have made all of the Rental Payments, We shall transfer title to all hardware Products that are subject to this Rental to You on an "as is, where is" basis.

20. Termination.

20.1 Non-Appropriation.

a. You warrant and represent that You intend to enter into this Rental for at least the entire Initial Term and that You are doing so for an essential government purpose..

b. You may terminate this Rental at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Rental Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Rental..

20.2 Convenience. You may terminate this Rental at any time and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to a flat rate of sixty-five percent (65%) of the periodic payments remaining in the Initial Term or the Renewal Term, whichever is applicable.

21. Additional Postage Meter Terms. If the Products require a postage meter, then You agree that Quadient's Postage Meter Rental Agreement shall govern your rental of such postage meter.

POSTAGE METER RENTAL AGREEMENT

1. Incorporation of Certain Terms. Customer acknowledges that: (i) it has entered a Government Product Rental Agreement with Quadient Leasing USA, Inc. (the "Rental"); and (ii) if the Products that are subject to the Rental includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Rental shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Quadient, Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 11 through 21, 24, and 25 of the Rental are hereby incorporated into this Rental Agreement as stricken and/or amended, except that any reference in those sections to the "Rental" refer to this Rental Agreement.

2. Provisions as to Use. You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter;

(v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.



3. Rental Fee, Term, and Taxes. The rental fee for the Postage Meter rental during the Initial Term is included in the Rental Payment. The Postage Meter rental fee does not include the cost of consumable supplies. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such certificate. You agree that you will return the Postage Meter at the end of the Rental term and that You will do so in the manner set forth in Section 12 of the Rental. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars

4. Postage Meter Maintenance, Inspections, and Location. We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so; provided that such information does not contain any personally identifiable information. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

5. Postage Advances. We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

Default. In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, Quadient Leasing USA Inc., and Quadient Finance USA, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity.

Furthermore, upon the return of the Postage Meter. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

6. Rate Updates.

- A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.
- B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered Products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.**

For the purposes of this section, "Integrated" means that the covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available the following updates for Your covered Products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered Products or Software. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

7. United States Postal Service Acknowledgement of Deposit Requirement. By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

8. Additional United States Postal Service Terms.

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).
- E. You further understand that the rules and regulations



regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.

- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

MAINTENANCE AGREEMENT

1. **Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Rental Agreement with Quadient USA, Inc. (the "Rental"). Any defined terms in the Rental shall have the same meanings in this Maintenance Agreement, except that "We," "Us," and "Our," refer to Quadient, Inc. Sections 13 through 24 of the Rental are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the "Rental" refers to this Maintenance Agreement.

2. **Quadient's Terms and Conditions for Maintenance Services.** If the Order Form Indicates that You have purchased maintenance services, then Quadient, Inc., or one of its affiliates, will provide maintenance services for the Products in accordance with Quadient, Inc.'s then-current maintenance terms and pricing for the level of maintenance services that You have purchased. Those services will be provided for the entire term of the Rental and are NON-CANCELABLE. The current version of those terms and conditions are available at www.quadient.com/usa-maintenance-program-terms. You agree that You have access to such terms and that they are incorporated into this Maintenance Agreement by this reference, and that You shall be bound by such terms as if they were fully stated herein. **Notwithstanding the foregoing, maintenance services are not available on HD Office Printer Series products.**

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. **Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Rental Agreement with Quadient Leasing USA, Inc. (the "Rental"). Any defined terms in the Rental shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Quadient, Inc. Sections 13 through 24 of the Rental as amended and/or stricken are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Rental" refer to this OSS Agreement.

2. **License Grant and Additional Terms.** In exchange for the license fees that are included in Your Rental Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement.

3. **Software Support.** Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Maintenance"). You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse.

4. **Use of Websites.** Quadient, Inc. and/or any of Our affiliates, suppliers, including, but not limited to, Quadient Leasing USA, Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites").

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

Final S.M.A.R.T.® DRD (Discovery and Review Document)

Reseller Information	
*Name:	Lola Stone Steve Brown
*Title:	Account Executive
*Office/District/Dealer:	Central
*Telephone:	502-295-4294
*Cell Number:	
*Email:	.stone@quadiant.com

Account/Customer Information	
*Customer Name:	The Board of Commissioners of Warren County, Ohio OBO Warren County Common Pleas Clerk's Office
*Address:	500 Justice Drive
Address 2:	
City, State Zip	Lebanon, OH 45036-2379
*Phone:	513-695-1120
*Website:	http://co.warren.oh.us/clerkofcourt/ James (Jim) Spaeth
*Contact Name:	Clerk Of Courts
*Title:	james.spaeth@co.warren.oh.us
*Contact Email:	
*Phone:	513-695-1869
Cell:	
Additional Information:	Passports

Kickoff Call Email Contact:	
*Contact Name:	Jim Spaeth
*Email:	james.spaeth@co.warren.oh.us

The email address entered as the Software End User on the sales order paperwork will receive the welcome email. This recipient should be the System Admin.

Customer's Need of S.M.A.R.T. Modules:	
<p>*Will the customer ship with express carriers or USPS package services? (Includes USPS Priority Mail and Package Service)</p>	<p><input checked="" type="checkbox"/> YES If yes, complete pages 3 & 4</p> <p><input type="checkbox"/> NO</p>
<p>*S.M.A.R.T. REQUIRES Quadient Postage Funding to be setup. The Mailing Module can be funded by either Quadient Postage Funding or Pre Pay. If Shipping is not a large part of their workflow, they still will have to create an account as a back up.</p>	<p>Shipping Modules requires Quadient Postage Funding</p> <p><input checked="" type="checkbox"/> Explained Quadient Postage Funding and the process for removing the client from ACH</p> <p>If the client rejects Quadient Postage Funding then move the opportunity to EMS.</p>
<p>*Will the customer process letter mail, flats or post cards? (ERR requires Connect Suite)</p>	<p><input checked="" type="checkbox"/> YES If yes, complete page 5</p> <p><input type="checkbox"/> NO</p>
<p>*Will the customer utilize accounting to track mailing & shipping expenses?</p>	<p><input checked="" type="checkbox"/> YES If yes, complete page 6</p> <p><input type="checkbox"/> NO</p>
<p>*Will the customer require reports or data exports?</p>	<p><input checked="" type="checkbox"/> YES If yes, complete page 7</p> <p><input type="checkbox"/> NO</p>
<p>*Customer already has S.M.A.R.T. at another location or will be adding multiple sites with this order?</p>	<p><input type="checkbox"/> YES If yes, complete the Multi-site Addendum</p> <p><input checked="" type="checkbox"/> NO</p>
<p>*Is your customer interested in Single Sign On?</p>	<p><input type="checkbox"/> YES If yes, Please provide the customer SSO Details PDF</p> <p><input checked="" type="checkbox"/> NO</p>

USPS [®] package services, UPS [®] , FedEx [®] and DHL [®] Application Workflow Shipping	
* How many locations does your company currently have that will use S.M.A.R.T.'s shipping module?	1
* What system(s) does your company use for shipping parcels?	Mail machine
* How do/will they ship packages?	<input type="checkbox"/> Handwritten traveler document <input type="checkbox"/> Automated traveler document <input type="checkbox"/> Create fully compliant carrier label at desktop (Remote desktop user) <input checked="" type="checkbox"/> Centralized Mailing and/or Shipping Station (example EMS, Neoship) <input type="checkbox"/> Other (please describe): <input type="text" value="Describe here"/>
* Are there any exceptions to the methods we just discussed?	<input type="checkbox"/> Yes, please explain <input type="text" value="Explain here"/> <input checked="" type="checkbox"/> No
* How are/will addresses entered into the shipping system(s)?	<input checked="" type="checkbox"/> Manual Input <input checked="" type="checkbox"/> Address Book <input checked="" type="checkbox"/> Select from the S.M.A.R.T. address book (AB). Explain how the AB is updated : <input type="text" value="Answer Here"/> <input type="checkbox"/> RTI Address Lookup to a AB outside of S.M.A.R.T.* <input checked="" type="checkbox"/> Batch Shipping <input type="checkbox"/> Integration <input type="checkbox"/> Simple Integration (Unique package Id is entered and shipment information is pulled from a CSV file) <input type="checkbox"/> RTI Package ID Lookup* (Unique package Id is entered and shipment information is pulled from a datasource outside of S.M.A.R.T.)
*S.M.A.R.T. RTI requires an SOW to be created and a professional service quote	

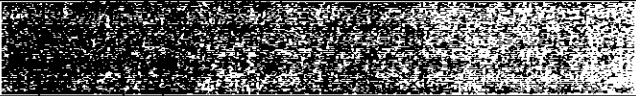
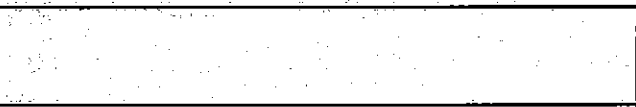




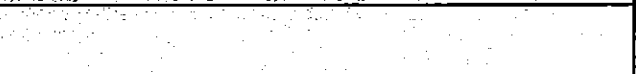

USPS [®] package services, UPS [®] , FedEx [®] and DHL [®] Shipping Information	
* When shipping a package are there any rules that are used to determine how the package is shipped?	n/A
* Which carriers are you currently or will be using? These are the only carriers S.M.A.R.T. currently supports, Regional / Custom carriers will be added in the future.	<input type="checkbox"/> UPS <input type="checkbox"/> SurePost <input type="checkbox"/> FedEx <input type="checkbox"/> SmartPost [®] <input checked="" type="checkbox"/> USPS <input type="checkbox"/> DHL (International Only)
* How many carrier account numbers will be used?	___ UPS ___ FEDEX ___ DHL <input type="checkbox"/> Informed client needs to provide a recent carrier bill for each UPS account to be commissioned during configuration.
* Are you currently or will you be using USPS manifesting? S.M.A.R.T. supports USPS eVS manifesting.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
* Do you or will you print DHL commercial invoices for international shipments? S.M.A.R.T. will create commercial invoices for both in the future	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
* Do you ship lithium batteries? (This includes shipping laptops) S.M.A.R.T. will support lithium battery shipments in the future	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
* Do you ship any other Hazardous materials? S.M.A.R.T. does not currently support Hazardous Material	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
* Do you or will you process batch shipments?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
* Do you use or will you use 3rd party insurance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
* S.M.A.R.T. offers Return Services. Please check the services that you will/currently utilize.	<input type="checkbox"/> UPS Print Return Label <input type="checkbox"/> FedEx Print Return Label

USPS Application Workflow							
* How many locations process mail and how many mail machines are required?	Number of locations <u> 1 </u> Number of mail machines <u> 1 </u>						
* What mailing system(s) does your company currently use to process mail?	<table border="1"> <thead> <tr> <th></th> <th>Model(s)</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Quadient</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Pitney Bowes</td> <td>3000</td> </tr> </tbody> </table>		Model(s)	<input type="checkbox"/> Quadient		<input checked="" type="checkbox"/> Pitney Bowes	3000
	Model(s)						
<input type="checkbox"/> Quadient							
<input checked="" type="checkbox"/> Pitney Bowes	3000						
* What is your monthly postage spend for mailing and USPS shipping? <small>All IX-9 and IX-9 w/SMART have a default credit limit of \$20k for QPF with no Flex Fees. Credit lines are based on 2x the average monthly postage spend.</small>	<u> \$5-10k </u> If the value is greater than \$20K monthly for an IX-9 or \$8.5K for any other IX, please complete a QPF Credit Line Increase form. Quadient Postage Funding Credit Limit Increase Form						
* What is the current funding method used for your postage meter(s)?	<input type="checkbox"/> ACH <input type="checkbox"/> Prepay <input checked="" type="checkbox"/> PB Reserve Account <input type="checkbox"/> TMS <input type="checkbox"/> Quadient Postage Funding/Neofunds						
Provide POC or TMS account number(s) if applicable	<u> New </u>						

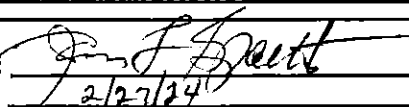
* Do you process Electronic Return Receipt or Electronic Certified? If yes, what system will they use to do ERR? <u> connect suite will be used, </u> <small>Connect Suite must be used for these applications</small>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
* Do you have a need for differential weighing? <small>Differential weighing is only available on the IX scales</small>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
* Have you explained Work Ahead or Scan and Drop? <small>Work Ahead/Scan and Drop increases productivity by not requiring the operator to stop the mail systems when changing account numbers.</small>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
* Do you require a separate address label to be generated for mail pieces? <small>S.M.A.R.T. will support address labels in the future.</small>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Accounting Application Workflow	
<p>* Do you or will you have accounts / departments setup and will they be used to track mailing and shipping spend?</p> <p>If your client is not using accounting please skip down to handling charges in this section.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>* How many levels of accounting will you use? S.M.A.R.T supports up to 5 levels</p>	1
<p>* Where will the Chargeback Accounts be looked up?</p>	<input checked="" type="checkbox"/> S.M.A.R.T. Data Source <input type="checkbox"/> External Data Source *S.M.A.R.T. RTI requires an SOW to be created and a professional service quote
<p>Client Account Terminology</p>	Departments,
<p>* Do you use handling charges?</p> <p>Handling charges by weight and extra services will be added in the future</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Reporting Application Workflow	
<p>* What reports will you require?</p>	Account/Dept. pcs , spend & class
<p>Are you interested in using report scheduling?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>* How will you export data from S.M.A.R.T.?</p>	<input checked="" type="checkbox"/> Report (Save report to a CSV format) <input type="checkbox"/> Simple Integration Export (Scheduled CSV export*) <input type="checkbox"/> RTI After Shipment Process (Exports all transactions in a real-time manner to a data source outside of S.M.A.R.T.)** <input type="checkbox"/> NA <p>*Requires a sample CSV file export file **S.M.A.R.T. RTI requires an SOW to be created and a professional service quote</p>

S.M.A.R.T. Hardware Configuration Details:				
* Will client be using their own PC to connect to the Postage Meter?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<i>Note: S.M.A.R.T. packages come with a PC that has been tested and is fully supported to work with the mailing system. If a client wishes to provide their own PC then there is an additional configuration fee. If there is an issue that is deemed to be caused by the customer provided PC our support team will stop working on a solution at that point.</i>				
* Experience	Mail Room	Desktop Request to Send	Desktop Print	
* Number of Users	3-5			
<i>Note: Managers stations count as mailroom users. SMART remote install includes training for 5 mailroom users and 10 desktop users. If there are more users then the client can either add additional training or opt for train the trainer training which will require the users that were trained to train all the additional users.</i>				
* Mailing System	IX-3	IX-5	IX-7	IX-7PRO
<i>S.M.A.R.T. interfaces to IX-Series systems only.</i>				
* Mailing System Base Quantity				1
* Dynamic Scale Quantity	NA	NA		1
* Conveyor Quantity	NA	NA		1
<i>Note: All IX S.M.A.R.T. bundles have the following accessories: weighing platform, Power Line Conditioner, All-in-One PC, and Thermal Printer. For additional details on bundles, please review the Pricebook</i>				
* IX-Series Scale Quantity				
	10 lb.	1		
	30 lb.			
	70 lb.			
* Printers Quantity				
	4 x 6 Shipping Label Printer	1		
	Mail System ELD			
	Report Printer			
* Shipping Label Rolls Quantity				
	4x6	1		
	4x6 with document fab			
* Mettler Toledo Scales Quantity (Used with Shipping Module)				
	30lb.			
	70lb includes display			
	149lb includes display	1		
* Mettler Toledo 30lb Display Kit Quantity				
				
* USB Wireless Scanner Quantity				
		1		
* Desktop Print User Printers Quantity (Only be used with the S.M.A.R.T. Desktop Print Experience)				
	Brother Thermal 4 x 6 Thermal Label Printer			
	Brother Networked 4 x 6 Thermal Label Printer			
* Elanco Scales Quantity (Only used with S.M.A.R.T. Desktop Print and RTS Experience)				
	10 lb.			
	30 lb.			
	70 lb.			

S.M.A.R.T. Additional Configuration Details:	
* Furniture:	<input type="checkbox"/> Quadiant Supplied Furniture See here for details <input checked="" type="checkbox"/> Customer Supplied Furniture <ul style="list-style-type: none"> • Customer is responsible for any mounting kit drilling needs on customer provided furniture. • They will need to have a drill, tape measure and 3/8" drill bit for a desk mount and a drill, tape measure, stud finder and a 1/8" drill bit for a wall mount. • See page X for details
* Power Requirements	<input checked="" type="checkbox"/> 4 power outlets available <input type="checkbox"/> Less than 4 power outlets available
* Configuration & Training Experience	<input checked="" type="checkbox"/> Remote <input type="checkbox"/> Local Certified Technician Name _____
* Service Manager <small>Note: S.M.A.R.T. welcome email will be sent to the Postage Meter Contact</small>	Name: <u>Patti Stein</u> Email: <u>p.stein@quadiant.com</u>

S.M.A.R.T. Support and Technical Documents:	
* Will you provide the S.M.A.R.T. Technical Specifications and Device Manager White Paper to the client's IT department before an order is accepted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No https://portal.neopostinc.com/myneopost/marketing/product-information.aspx
* I will provide the Technical Specifications Document and Device Manager White Paper to the IT department. I have reviewed the S.M.A.R.T. DRD and agree the details are correct.	Client Signature: <u></u> Date: <u>2/27/24</u> Specialist/ Sales Manager Signature: <u>Brian Uozak</u> Date: <u>2/20/2024</u>

PARTICIPATING ADDENDUM



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

Master Agreement #: **CTR058809**

Contractor: **QUADIENT, INC.**

Participating Entity: **STATE OF OHIO**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Mailing Equipment, Supplies and Maintenance. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

Except for termination that would deem the contract void ab initio, the termination or expiration of the Master Agreement or this PA shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the State of Arizona

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR: Quadient, Inc.

Name:	Ryan Mikel
Address:	478 Wheelers Farms Rd. Milford, CT 06461
Telephone:	651-592-1276
Fax:	203-301-2600
Email:	r.mikel@quadient.com

PARTICIPATING ENTITY:

Name:	Megan Daniel
Address:	4200 Surface Rd. Columbus, Ohio 43228
Telephone:	614-752-0032
Fax:	
Email:	Megan.wampler@das.ohio.gov

Participating Entity Modifications and Additions to the Master Agreement

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

ORDER OF PRIORITY

The State of Ohio Standard Contract Terms and Conditions are hereby incorporated into this Participating Addendum and shall be binding on the Contractor. If there is any inconsistency or conflict between the Participating Addendum and the State of Ohio Standard Contract Terms and Conditions, the Participating Addendum will prevail. Notwithstanding anything to the contrary, all pricing shall be governed solely by the terms of the Master Agreement.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCELed by the State of Arizona

COOPERATIVE PURCHASING MEMBERSHIP

This Participating Addendum may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the Participating Entity's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

If a purchase is made from this Participating Addendum by an entity that is not properly registered with the Participating Entity's Cooperative Purchasing Program, it may be a violation of law, may be contrary to the entity's competitive bidding requirements, and will be a breach of this Participating Addendum by the Contractor. If a Cooperative Purchasing Member relies upon this Participating Addendum to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the Purchasing Entity under this Participating Addendum. The Cooperative Purchasing Member's order and this Participating Addendum are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment. The Contractor agrees to hold the Participating Entity harmless with regard to Cooperative Purchasing Member's orders and Cooperative Purchasing Member's performance. The Participating Entity may cancel this Participating Addendum and may seek remedies if the Contractor fails to honor its obligations under an order from a Cooperative Purchasing Member.

CONTRACTOR REVENUE SHARE

The Contractor must pay to the Participating Entity a share of the sales transacted under this Participating Addendum as a fee to the Participating Entity to cover the estimated costs the Participating Entity will incur in administering this Participating Addendum and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Participating Addendum equals $\frac{3}{4}$ of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the Participating Entity, and the Contractor may not add a surcharge to orders under this Participating Addendum to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Participating Addendum number, total report amount, and reporting period covered.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the Participating Entity's epayment portal, or ACH payment, if approved by the Participating Entity, using the instructions below.

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>.

Credit Card Payments:

To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the Participating Entity, the Participating Entity will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the Participating Entity. The Participating Entity may offset any unpaid Revenue Share from any amount owed to the Contractor under this Participating Addendum and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Participating Addendum, and the Participating Entity may terminate this Participating Addendum for cause as set forth herein and seek damages for the breach.

CONTRACTOR QUARTERLY SALES REPORT

The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Participating Addendum by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Participating Addendum user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to Ohio|Buys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Ohio Department of Administrative Services (DAS) via the Internet using Ohio|Buys at the following web address supplier-emarketplace.ohio.gov. If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the **State of Arizona**

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Participating Addendum. The Participating Addendum expires upon the physical completion of the last outstanding task or delivery order of the Participating Addendum. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports, falsifies reports, or fails to submit sales reports in a timely manner, the Participating Entity may terminate this Participating Addendum.

Lease Agreements: Leasing is not permitted through this Participating Addendum.

Rental Agreements: The Government Product Rental Agreement and Postage Meter Rental Agreement are attached herein and have been approved for use by the Participating Entity.

Software – TBD as approved by Participating Entity

Any terms and conditions related to software usage, subscription, or licensing shall be submitted to the Participating Entity for review and shall be mutually agreed upon in writing by the Parties.

Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in the Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in this Participating Addendum and the Master Agreement.

Orders: Any order placed by the Participating Entity or a Cooperative Purchasing Member for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order. All orders issued by the Participating Entity or Cooperative Purchasing Members within the jurisdiction of this Addendum must include the following (1) Your Name, Address, Contact, Phone Number, and Participating Entity's contract number: RSI008639.

STATE OF OHIO STANDARD TERMS AND CONDITIONS:

I. GLOSSARY

The following definitions are applicable to all components of the Contract:

- A. Acceptance:** Approval and retention by the Ordering Agency of any products, supplies, services or other Deliverables, delivered to fulfill Contract requirements.
- B. Contracting Agency:** The agency with which the Contractor enters into the Contract and that has the authority to enforce the Terms and Conditions of this Contract. The Contracting Agency may also be the Ordering Agency.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the State of Arizona

- C. **Default:** The omission or failure to perform any obligation under this Contract.
- D. **Deliverable:** Any Contractor-provided products, supplies, services, work or product described in the specifications of the Contract.
- E. **Ordering Agency:** The entity that purchases and accepts the products, supplies, services or other Deliverables under this Contract and that is responsible for payment. The Ordering Agency may also be the Contracting Agency.
- F. **State:** The State of Ohio, which may include the Contracting and/or Ordering Agency as applicable.
- G. **State Data:** All data and information provided by, created by, created for, or related to the activities of the State and any information from, to, or related to all persons that conduct business or personal activities with the State, including, but not limited to Sensitive Data. Sensitive Data means any type of data that presents a high or moderate degree of risk if released, disclosed, modified or deleted or disclosed without authorization. Sensitive Data includes, but is not limited to:
 - 1. Certain types of personally identifiable information (PII) that is also sensitive, such as medical information, social security numbers, and financial account numbers;
 - 2. Federal Tax Information (FTI) under IRS Publication 1075;
 - 3. Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA);
 - 4. Criminal Justice Information (CJI) under the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy and the Law Enforcement Automated Data System (LEADS) Policy; and
 - 5. Other types of information not associated with an individual such as security and infrastructure records, trade secrets, and business bank account information.
- H. **Time and Materials Contract:** A contract in which Contractor is paid the following: (1) an hourly rate for labor actually performed; and (2) if applicable and with prior approval by the Ordering Agency, for the cost of the materials or supplies actually used by the Contractor. Such rates and costs shall be established through Contractor's submission of a price sheet, written quote, estimate, or invoice, as approved by the State. Hourly rates may include wages, overhead, general and administrative expenses, and reasonable profit. Materials or supplies may include the Contractor's direct and indirect costs attributable to the work performed.

II. REGULATORY CONTRACT REQUIREMENTS

- A. **ANTITRUST.** The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.
- B. **APPROPRIATION OF FUNDS.** The State's funds are contingent upon the availability of lawful appropriations. If the General Assembly or any third-party who is providing funding fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires. If appropriations are approved, the State may continue this Contract past the current biennium by issuing written notice of continuation to the Contractor. Any obligations of the State are subject to Section 126.07 of the Ohio Revised Code.
- C. **CAMPAIGN CONTRIBUTIONS.** Unless this Contract was solicited by competitive bid pursuant to Section 125.07 of the Ohio Revised Code, Contractor hereby certifies that all applicable parties are in full compliance with Section 3517.13 of the Ohio Revised Code.
- D. **COMPLIANCE WITH LAW.** The Contractor must comply throughout the duration of the Contract with all applicable federal, state, local laws and Executive Orders while performing under this Contract.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the State of Arizona

- E. **CONFLICT OF INTEREST/ETHICS.** Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws or otherwise presents a conflict of interest.
- F. **CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.**
The Contractor warrants that the Contractor is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code. If the warranty is false on the date the parties signed this Contract, the Contract is void *ab initio*, and the Contractor shall immediately repay any funds paid under this Contract.
- G. **DEBARMENT.** Contractor represents and warrants that neither it, nor any of its subcontractors, are debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false, this Contract is void *ab initio*, and the Contractor shall immediately repay any funds paid under this Contract.
- H. **DRUG FREE WORKPLACE.** The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all Contractor employees, while working on State property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- I. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section 125.111 of the Ohio Revised Code and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Plan must be submitted to and approved by the State of Ohio.

- J. **PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES.** No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State Data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Contract.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

- K. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio.

- L. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT.** It is fully understood and agreed that Contractor

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the State of Arizona

is an independent contractor and is not an agent, servant, or employee of the State. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including, but not limited to, any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees that any individual providing personal services under this Contract is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Contractor shall have any individual performing services under the Contract complete and submit to the Ordering Agency the Independent Contractor/Worker Acknowledgement form, available at <https://www.opers.org/forms-archive/PEDACKN-Independent-Contractor-Worker-Acknowledgment.pdf>.

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement form at the time Contractor executes this Contract shall serve as Contractor's certification that Contractor is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code.

- M. REGISTRATION WITH THE SECRETARY OF STATE.** Contractor certifies that it is one of the following:
1. A company that is properly registered with the Ohio Secretary of State; or
 2. A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or
 3. Exempt from the registration requirements of the Ohio Secretary of State.
- N. TAXES.** Pursuant to Section 5739.02 of the Ohio Revised Code, the State is exempt from sales tax. Pursuant to Section 5741.02(C) of the Ohio Revised Code, the State is exempt from use tax.
- O. TRADE.** Pursuant to Section 9.76(B) of the Ohio Revised Code, Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Contract period.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States or transact business with any entity or individual subject to financial sanctions imposed by the United States. The Contractor certifies that it, its subcontractors, and any agent of the Contractor or its subcontractors, will acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those entities and individuals subject to sanctions can be found at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. These sanctions generally preclude most transactions involving Cuba, Iran, and Sudan, and most imports from Burma or North Korea.

- P. USE OF MBE AND EDGE VENDORS.** Section 125.081 of the Ohio Revised Code requires State agencies to set-aside purchases for Minority Business Enterprises (MBE) and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity (EDGE) businesses. Therefore, the State encourages the Contractor to purchase goods and services from Ohio certified MBE and EDGE vendors.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

- Q. LEGAL REPRESENTATION AND RIGHTS.** The Ohio Attorney General is the chief law officer for the State of Ohio, its agencies, boards and commissions, and only the Ohio Attorney General has the authority to appoint outside legal counsel to represent the State. Contractor agrees that any provisions in this Contract or any documents incorporated by reference that provide or allow for outside legal representation to defend or settle claims on behalf of the State or provide for a third party to have sole control of a defense or settlement of a claim do not meet the requirements of state law and are considered stricken. Contractor also agrees that, unless specifically agreed to in writing by the State, any provisions that require or provide for a waiver of any legal rights, remedies, or litigation defenses (i.e., waiver of a jury trial) do not meet the requirements of state law and are considered stricken.
- R. STATUTE OF LIMITATIONS.** Statutes of limitations generally do not apply to actions brought by the State and any such provisions in this Contract or in any documents incorporated by reference are considered stricken.

III. CONTRACT CONSTRUCTION

- A. TERM OF CONTRACT.** The effective date of the Contract is the effective date stated in the Contract or the date the Contract is fully executed, whichever is later. The Contract will remain in effect until the earliest of:
- (1) the ending date stated in the Contract; (2) the Contract is fully performed by both parties; (3) the Contract is canceled or terminated; or (4) the Contract expires at the end of a biennium unless continued by the State. Notwithstanding the foregoing, the expiration or early termination of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for or ordered before the expiration or termination, or limit the State's rights in such, including any warranty services, licensed material, paid subscriptions, the support or maintenance thereof, or other services.

This Contract may be renewed upon satisfactory performance of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of the State. The State will issue a notice to the Contractor if the State decides to renew this Contract. The Contractor shall not obligate resources in anticipation of a renewal until notice is provided.

B. CONTRACT AMENDMENTS / WAIVER.

1. **AMENDMENTS.** No change to any provision of this Contract will be effective unless it is in writing and signed by the parties to the Contract. However, the State may document non-material changes in writing and provide notice to the Contractor. Unless specifically provided otherwise in this Contract or agreed to in writing by the Contracting or Ordering Agency, no terms or conditions included on a Contractor's quote or ordering document will be valid or enforceable against the State and are specifically excluded from this Contract. Further, no "click-through," "shrink-wrap," "browse-wrap," or other terms that have not been specifically negotiated by the Contractor and the State, whether before, on, or after the date of this Contract, will be effective to add or modify the terms of this Contract, regardless of any party's "acceptance" of those terms by electronic means. No State employee has the authority to modify, amend, or supplement this Contract through electronic means.
2. **WAIVER.** The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms or to any other terms of this Contract. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

- C. ASSIGNMENT / DELEGATION.** The Contractor must not assign any of its rights nor delegate any of its duties under this Contract without written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

- D. **BINDING EFFECT.** Subject to the limitations on assignment provided elsewhere in this Contract, this Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.
- E. **LANGUAGE CONSTRUCTION.** This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- F. **DAYS.** When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.
- G. **HEADINGS.** The headings in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.
- H. **INJUNCTIVE RELIEF.** Nothing in this Contract is intended to limit the State's right to injunctive relief if such is necessary to protect its interests or to keep it whole.
- I. **NOTICES.** For any notice under this Contract to be effective, the notice must be made in writing and delivered to the appropriate contact provided in the Contract.
- J. **ORDER OF PRIORITY.** If there is any inconsistency or conflict between these Standard Terms and Conditions and any provision incorporated by reference or included by the Contractor, these Standard Terms and Conditions will prevail.
- K. **PUBLICITY.** The Contractor shall not do the following without prior, written consent from the State:
1. Advertise that the Contractor is doing business with the State;
 2. Use this Contract as a marketing or sales tool; or
 3. Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, and company name, to any State-owned property, application, or website, including any website hosted by Contractor or a third party.
- L. **SEVERABILITY.** If any provision of the Contract or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
- M. **SUBCONTRACTING.** The State recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying the Contractor's subcontractors. The Contractor may not enter into subcontracts related to the Contract after award without written approval from the State. If any change occurs during the term of the Contract, that requires a change to identified subcontractors, the Contractor shall amend its list of subcontractors and request written approval from the State. The State reserves the right to reject any subcontractor submitted by the Contractor.
- All subcontracts will be at the sole expense of the Contractor and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for all sub-contracting and third-party manufacturer work performed or product delivered under the Contract. The Contractor will cause all subcontractors to be bound by this Contract; and this Contract will prevail over any conflicting terms and conditions. The Contractor will be the sole point of contact with regard to all contractual matters.
- N. **SURVIVORSHIP.** All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, publicity, warranties and limitations on damages shall survive the termination of this Contract. In addition, to the extent necessary to carry out the purpose of this Contract, all other terms, conditions, representations or warranties contained in this Contract will survive the expiration or termination of this Contract.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the State of Arizona

- O. **COUNTERPARTS.** This Contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IV. ORDER AND PAYMENT PROVISIONS

- A. **CERTIFICATION OF FUNDS/PURCHASE ORDER REQUIREMENTS.** None of the duties or obligations in this Contract are binding on the State, and the Contractor will not begin performance on this Contract, until all of the following conditions are met:
1. All statutory provisions under the Ohio Revised Code have been met.
 2. All necessary funds are made available by the appropriate Ordering Agency.
 3. If required, the Controlling Board of Ohio has approved the purchase in accordance with Section 127.16 of the Ohio Revised Code.
 4. If applicable, an official State of Ohio Purchase Order (P.O.) has been issued from the appropriate Ordering Agency, which is certification that the above requirements have been met.
- B. **CONTRACT ORDERS.** Ordering Agencies will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by Ordering Agencies by telephone, electronically, in person, payment card (if applicable) or purchase order from authorized employees of the Ordering Agency. Neither the Ordering Agency nor the Contracting Agency will be responsible for orders placed by unauthorized employees. The Contractor must ensure that any entity placing an order under this Contract has the authority to do so. If Contractor accepts an order from an entity that does not have the authority to make a purchase under this Contract, Contractor will be in breach of this Contract and the order will not be valid under this Contract.

If Contractor's quote or ordering document contains or incorporates by reference any terms or conditions other than a description of the goods or scope of services and the prices for those goods and/or services, those terms or conditions are excluded from this Contract and are of no effect.

- C. **INVOICE REQUIREMENTS.** The Contractor or dealer, authorized to submit invoices, must submit an invoice to the office designated in the purchase order. The Contractor will only be compensated for the Deliverables accepted by the State. To be a proper invoice, the invoice must include the following:
1. The purchase order number authorizing the delivery of supplies or services;
 2. State of Ohio Contract Number (if applicable);
 3. Agency Name;
 4. Agency Billing Address;
 5. Delivery location of supplies or services;
 6. Contractor Name;
 7. Contractor Address;
 8. Contractor's Unique Invoice Number;
 9. Date that services were provided or that supplies were delivered;
 10. Itemization of supplies or services provided, including cost;
 11. For leases, the invoice must also include the payment number (e.g., 1 of 36);
 12. For Time and Materials Contracts, the invoice must reflect labor hours actually worked and, if applicable, supplies used; and
 13. Clear statement of total payment expected.
- D. **PAYMENT DUE DATE AND PROCESS.** Unless otherwise stated in this Contract and in accordance with Section 126.30 of the Ohio Revised Code, payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. The date payment is issued by the State will be considered the date payment is made. Payment of an invoice by the State will not prejudice the State's right to object to or question that or any other invoice or matter in relation thereto. The State's preferred method of payment is by electronic funds transfer.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

However, the Ordering Agency may also make payment by State of Ohio payment card or by warrant issued by the Office of Budget and Management. At the time of Contract award, Contractor must be able to accept all forms of payment from the State and Ordering Agency.

- E. **REIMBURSABLE EXPENSES.** The State will not pay reimbursable expenses unless specifically identified in the Contract. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable.
- F. **TRAVEL.** Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with Section 126.31 of the Ohio Revised Code and Rule 126-1-02 of the Ohio Administrative Code.

V. LIABILITY PROVISIONS

A. GENERAL REPRESENTATIONS AND WARRANTIES. The Contractor warrants that:

1. The recommendations, guidance, and performance of the Contractor under this Contract will be in accordance with the industry's professional standards, the requirements of this Contract and without any material defect.
2. No Deliverable will infringe on the intellectual property rights of any third party.
3. All warranties are in accordance with the Contractor's standard business practices.
4. The Deliverables are merchantable and fit for the particular purpose described in this Contract and will perform substantially in accordance with its user manuals, technical materials, and related writings.
5. The Deliverables comply with all governmental, environmental and safety standards.
6. The Contractor has the right to enter into this Contract.
7. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
8. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
9. The Contractor has good and marketable title to any Deliverable delivered under this Contract for which title passes to the State.
10. The Contractor has the right and ability to grant the license granted in any Deliverable for which title does not pass to the State.
11. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State such that the Project duplicates the work done or to be done under the other contracts.
12. For one year from the delivery date of any products or software, the products or software will be free of material defects and free of viruses, including the media on which it is delivered, if applicable.

The Contractor must notify the State in writing immediately upon the discovery of any breach of the warranties given above, or if any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure in a commercially reasonable time or as specified in the Contract. If the Contractor fails to comply, the Contractor will refund the amount paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

Any other express warranties offered by the Contractor shall be a minimum of one year from acceptance or the Contractor's standard warranty whichever is longer.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

- B. INDEMNITY.** The Contractor must indemnify the State for all liability and expense arising out of the performance of this Contract, provided that such liability or expense is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

Contractor must indemnify the State for all liability and expense resulting from the unauthorized disclosure or loss of State Data, including personally identifiable information and State sensitive information. Damages resulting from the unauthorized disclosure or loss of State Data shall be considered direct damages under this Contract and include, but are not limited to, the following: (i) expenses for legally-required notification of impacted individuals; (ii) responding to inquiries from such notifications; (iii) government fines and penalties assessed against the State; (iv) costs to the State for investigations, audits or forensic services as applicable related to the disclosure or loss; (v) mitigation measures, including 12 months of credit monitoring for individuals impacted by a disclosure; (vi) costs to the State to reconstruct data that was lost or to repair any damaged State information technology infrastructure; and (vii) other such expenses incurred by the State as a result of the unauthorized disclosure or loss of State Data. Contractor's indemnification obligations under this paragraph apply whether the expenses or costs incurred by the State are performed by State employees or hired contractors.

The Contractor must also indemnify, release, protect, and hold the State harmless from any claim of infringement of a copyright, patent, trade secret, or similar intellectual property right based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement is based on the modification or misuse. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must take one (1) of the following four (4) actions within an acceptable timeframe:

1. Modify the Deliverable so that the Deliverable is no longer infringing;
2. Replace the Deliverable with an equivalent or better item;
3. Acquire the right for the State to use the infringing Deliverable as intended; or
4. Remove the infringing Deliverable and refund the fee the State paid for such Deliverable and any other affected Deliverable.

The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Ohio Attorney General.

- C. INSURANCE.** Until all obligations under this Contract are satisfied, and without limiting Contractor's indemnification obligations herein, Contractor shall procure and maintain, for the duration of the Contract, the insurance policies set forth below. Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees. Contractor shall also procure and maintain insurance for claims arising out of their services including, but not limited to, loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. All commercial insurance required shall be provided by insurers with a rating of not less than A-VII from A.M. Best or a comparable rating agency.

Coverage shall be at least as broad as:

1. Commercial General Liability: written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limit. The State of Ohio, its officers, officials and employees are to be covered as additional insureds on the commercial general liability

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

2. Automobile Liability: covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold the State harmless from loss or liability for such.

The insurance obligations under this Contract shall be the minimum insurance coverage requirements and/or limits shown in this Contract. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the State of Ohio. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

Pursuant to Ohio Revised Code 2743.02(D), all applicable insurance or other means of recovery shall apply to any claim arising from the Contractor's activities relating to this Contract on a primary basis. The insurance or self-insurance maintained by the State shall not contribute to claims made due to the Contractor's negligence, errors, or omissions. No subrogation demands shall be made against the State of Ohio, except where there is negligence on the part of the State, and any such demands shall be reduced by all collateral recovery sources available to or received by the claimant.

Umbrella or Excess Insurance Policies. Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such umbrella or excess commercial liability policies must apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

Notice of Cancellation. Contractor must provide the State of Ohio with written notice of cancellation or material change to any insurance policy required above as soon as possible and must use best efforts to notify the State at least 30 days in advance of such cancellation or material change. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the State's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Contract shall be a breach of this Contract.

Deductibles and Self-Insured Retentions. Deductibles and self-insured retentions must be declared to and approved by the State. The State may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. The Discovery Period must be active during the Extended Reporting Period.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

Verification of Coverage. Contractor must furnish the State of Ohio with certificates of insurance or copies of the applicable policy language affecting coverage required by this clause. All certificates are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State of Ohio reserves the right to require inspection of complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors. Contractor must require and verify that all subcontractors maintain insurance with sufficient limits for the nature of the products or services they are providing, and Contractor shall ensure that State of Ohio is an additional insured on commercial general liability insurance required from subcontractors. Contractor will indemnify the State for damages that exceed a subcontractor's policy limits.

Special Risks or Circumstances. State of Ohio reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

D. LIMITATION OF LIABILITY. The parties agree as follows:

1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
2. Notwithstanding any other limitation provisions, the Contractor agrees that the Contractor shall be liable for all direct loss or damages due to the negligence or other tortious conduct of the Contractor under this Contract.
3. Any limitation provisions contained in the documents and materials incorporated by reference into this Contract are considered stricken and of no force and effect.

E. PRODUCT RECALL. In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or in the case of consumable product, found to be unfit for human consumption by the packer, processor, manufacturer or by any state or federal regulatory agency, the Contractor shall notify the Contracting Agency and all Ordering Agencies within two business days after notice has been given. The Contractor shall, at the option of the Ordering Agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. The Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the Ordering Agency. At the option of the Ordering Agency, the Contractor may be required to reimburse storage and handling fees to be calculated from time of delivery and acceptance to actual removal. The Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

VI. PERFORMANCE AND COMPLIANCE

A. AUDITS. The Contractor must keep all financial records related to this Contract in a manner consistent with Generally Accepted Accounting Principles (GAAP) or equivalent accounting principles. Additionally, the Contractor must keep separate business records for this Contract, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Contractor agrees to provide the State, or any authorized representatives providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor must, for each subcontract in excess of \$2,500, require its subcontractors to agree to the same provisions of this Section. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. This provision does not apply to contracts where federal funds are used and the federal government requires audits of all subcontracts regardless of the

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

amount of the contract.

The Contractor must provide access to the requested records at the location specified by the State no later than five (5) business days after the request by the State, the State's designee or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, any misrepresentations, or overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages as well as the cost of the audit.

- B. F.O.B. DESTINATION/ACCEPTANCE.** The Contractor must provide Deliverables under this Contract F.O.B. Destination. The place of destination will be specified by the Ordering Agency on the agency's purchase order or other ordering document. Cost of the freight must be borne and paid by the Contractor unless otherwise stated.

All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State. Unless otherwise provided in this Contract, the State will determine whether the Contractor provided each Deliverable required in this Contract and has fully met all work requirements of this Contract. Title to any Deliverables will pass to the State on Acceptance of the Deliverable.

- C. RETURNED GOODS.** When the use of this Contract involves the purchase of goods, the following applies:

1. Returned goods, when due to Contractor error (i.e., over-shipment, defective merchandise, unapproved substitution, etc.), shall be returned to the Contractor at the Contractor's expense. The Contractor shall make arrangements to remove the returned goods from the Ordering Agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the Ordering Agency. At the option of the Ordering Agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the Ordering Agency will dispose of accordingly.
2. For orders of custom manufactured items, the Contractor must provide a production sample of the item to the Ordering Agency for acceptance. The production sample must be identical to the item to be provided. The Ordering Agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the Ordering Agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. Failure of the Contractor to provide a production sample and obtain written approval from the Ordering Agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.
3. Returned goods of regular catalog stock merchandise, when due to agency error (i.e., over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the Ordering Agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.

- D. CUSTOM DELIVERABLES.** All custom work done by the Contractor and covered by this Contract, including any software modifications, and documentation, will belong to the State with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the State of Arizona

The Contractor grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable, including distribution to third parties as required by funding mandates. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable. Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

- E. FORCE MAJEURE (EXCUSABLE DELAY).** Neither party will be liable for any delay in its performance that arises from causes beyond its or its subcontractor's control and without its or its subcontractor's negligence or fault. For purposes of this Section, the term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, severe weather. Additional circumstances and events include epidemics, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If the State or the Contractor cannot perform any part of its obligations under this Contract because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. If a party is unable to perform those above-referenced obligations, it must also do the following:

1. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
2. Provide detailed information of the force majeure event;
3. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

- F. CONTRACT PERFORMANCE MANAGEMENT.** The Contracting and Ordering Agencies are responsible for administering and monitoring the Contractor's compliance and performance on this Contract. Therefore, the Contractor must respond to complaints about performance of the obligations in this Contract to such entities in a timely manner. If the Contractor fails to perform any one of its obligations under this Contract, it will be in default.

If the Contractor fails to satisfactorily correct the performance or compliance issue within the time designated by the Agency, the Contracting Agency may employ all available options and remedies, including termination of the Contract if necessary, to resolve the Contractor's continued nonperformance or noncompliance.

- G. QUALITY ASSURANCE.** At the option of the Contracting or Ordering Agency, samples may be taken from deliveries made and submitted for laboratory tests. The Ordering Agency will bear the cost of testing if samples are in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the terms and conditions of the Suspension/Termination provision of this Contract will be applied.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the State of Arizona

H. CONTRACT REMEDIES.

1. **Actual Damages.** The Contractor is liable to the State for all actual and direct damages caused by the Contractor's default. The State may self-perform or buy substitute Deliverables from a third party for those that were to be provided by the Contractor. The State may recover the costs associated with acquiring substitute Deliverables, less any expenses or costs avoided by the Contractor's default.
2. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages. Unless otherwise specified, liquidated damages will be in the amount of 1% of the value of the order, Deliverable, or milestone that are the subject of the default, for every day that the default is not cured by the Contractor.
3. **Right to Withhold or Offset.** The Ordering Agency may withhold payment or set off the amount of any liquidated damages, other damages or claims for damages, or any other obligation of the Contractor or its subsidiaries to the Ordering Agency, including any amounts the Contractor owes to the Ordering Agency under this Contract, against any payments due to the Contractor under this Contract.

- I. **SUSPENSION/TERMINATION.** In the event of suspension or termination, the State will issue a notice. Any notice of suspension or termination, in full or in part, will be effective as specified in the notice. The Contractor must immediately cease all work, refuse any additional orders, and take all steps necessary to minimize the costs the Contractor will incur related to this Contract as directed by the notice. Suspension or termination of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for or ordered before the date of such suspension or termination or limit the State's rights in such. Except for a termination rendering the agreement invalid, the termination, suspension or expiration of the Master Agreement or this PA shall in no way relieve any individual entity from its financial obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

At the State's request, the Contractor must immediately prepare a final report and deliver such report to the State. The report must detail the work completed and/or the orders received and not processed prior to the time of notice. If applicable, the report must include the percentage of the Project's completion, estimated time for delivery of all orders received but not processed, any costs incurred by the Contractor in doing the Project to date, and any Deliverables completed or partially completed but not delivered to the State at the time of notice. Based on the State's approval of the final report and as directed, the Contractor must deliver work, whether completed or not, to the State. Any delivered work will be subject to approval by the State. The Contractor may be entitled to payment for any Deliverables that have been delivered and accepted at a pro-rated amount based on the compensation structure of this Contract.

1. **Contract or Order Suspension.**

- a. **Suspension for Cause.** If the Contractor fails to perform any one of the Contractor's obligations under this Contract or an order, the Contractor will be in default and the State may suspend rather than terminate this Contract or an order. In the case of suspension for default, the State will be entitled to all remedies available under this Contract.
- b. **Suspension for Convenience.** In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in Section 1.2.a. for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCELed by the State of Arizona

The notice of suspension whether, with or without cause, will be effective immediately, on the Contractor's receipt of the notice. The State may not suspend the Work for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Work within the 30-day suspension, then this Contract will terminate automatically for the State's convenience at the end of the 30-calendar day period.

2. Contract or Order Termination.

- a. **Termination for Convenience.** The Contracting Agency may terminate this Contract, or an Ordering Agency may terminate an order placed under this Contract, for its convenience after issuing written notice to the Contractor. Termination for convenience of an existing rental will be pursuant to the Termination for Convenience provision of the government lease agreement. The Contractor will be entitled to the pro-rated price for any Deliverable or portion of a Deliverable that the Contractor has delivered and the Ordering Agency or the State has accepted before the termination. Total payments will not exceed the amount payable to the Contractor as if the Contract or order had been fully performed, and the State will not be entitled to any refund of fees already paid by the State before the date of termination. This will be the Contractor's exclusive remedy in the case of termination for convenience and is available to the Contractor only after the Contractor has submitted a proper invoice.
- b. **Termination for Cause.** If the Contractor fails to perform any of its obligations under this Contract or an order under this Contract, the Contractor will be in default, and the Contracting Agency may terminate this Contract or an Ordering Agency may terminate an order in accordance with this Section. For purposes of this subsection (b), the term "Agency" means both the Contracting Agency and the Ordering Agency interchangeably. If this Contract or an order under this Contract is terminated for cause, the Agency will be entitled to a pro rata refund of any prepaid fees for the applicable orders subject to the termination. Termination for cause includes but is not limited to:
 - i. **Termination for Persistent Default.** An Agency may terminate for defaults that are cured but are persistent. "Persistent" means three or more defaults. After providing notification to the Contractor of its third default, an Agency may terminate without providing the Contractor with an opportunity to cure. The three defaults are not required to be related to each other in any way. Equipment covered under a maintenance agreement will be repaired or replaced if found not to be operating in accordance with its manufacturer's specifications.
 - ii. **Termination for Endangered Performance.** An Agency may terminate if it determines that the performance is endangered through no fault of its own.
 - iii. **Termination for Financial Instability.** An Agency may terminate if the Contractor fails to timely pay its subcontractors, files a petition in bankruptcy or similar action, or the Agency finds other evidence of the Contractor's financial instability.
 - iv. **Termination for Delinquency, Violation of Law.** An Agency may terminate if it determines that the Contractor is delinquent in its payment of federal, state or local obligations, including but not limited to taxes, workers' compensation insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a State agency or political subdivision. An Agency also may terminate if it determines that the Contractor has violated any law during the performance of this Contract.
 - v. **Termination for Subcontractor Default.** An Agency may terminate for default caused by the Contractor's subcontractors. Any claims of its subcontractors due to suspension or termination will be the sole responsibility of the Contractor.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

vi. **Termination for Failure to Retain Certification, License, and Permits.** An Agency may immediately terminate if Contractor fails to obtain and maintain all official permits, approvals, licenses, certifications (Including CRP, MBE, EDGE and Veteran Friendly Business Enterprise certifications), and similar authorizations required by this Contract or by any local, state, or federal law throughout the duration of this Contract.

- J. **TIME IS OF THE ESSENCE.** Time is of the essence in this Contract. The Contractor must deliver Deliverables and meet milestones as required by the Contract or coordinate an acceptable date and time for delivery with the Ordering Agency. If the Contractor is not able to or does not provide the Deliverables to the Ordering Agency or meet milestones by the date and time set forth in the Contract or agreed upon by the parties, the State may obtain any remedy as described herein or any other remedy at law.
- K. **OHIOBUYS.** This Contract may become part of OhioBuys, an electronic procurement system which provides electronic contract and catalog hosting and management services. Ordering Agencies access this system to place orders for the procurement of goods and services using State of Ohio contracts. When the Contract becomes part of OhioBuys, the Contractor agrees to establish, maintain and support its contract and catalog in OhioBuys.

VII. DATA AND INFORMATION CONTROL

- A. **CONFIDENTIALITY.** The parties may disclose or learn of information, documents, data, records, or other material that the disclosing party considers confidential ("Confidential Information") in the performance of this Contract. The receiving party must treat the Confidential Information as such if it is so marked, otherwise defined as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of either party, the public, other parties, or individuals or organizations about whom the disclosing party keeps information. Title to the Confidential Information and all related materials and documentation remains with the disclosing party. The receiving party may only use the Confidential Information solely to perform its obligations under this Contract and may not use or disclose any Confidential Information received as a result of this Contract without the written permission of the disclosing party. The Contractor must assume that all State information, documents, data, source codes, software, models, know-how, trade secrets, or other material when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other parties, or individuals or organizations about whom the State keeps information is confidential. In addition, the receiving party may not use or disclose any documents or records excluded by Ohio law from public records disclosure requirements.

The receiving party's obligation to maintain the confidentiality of the Confidential Information will not apply where the information:

1. Was already in the receiving party's possession without the obligation of confidence;
2. Is independently developed by the receiving party with documentary evidence to support the independent development;
3. Is or becomes publicly available without breach of this Contract, except as provided in the next full paragraph;
4. Is rightfully received by the receiving party from a third party without an obligation of confidence;
5. Is disclosed by the receiving party with the written consent of the disclosing party; or
6. Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:
 - a. Notifies the disclosing party of such order immediately upon receipt of the order; and
 - b. Makes a reasonable effort to assist the disclosing party in obtaining a protective order, if requested, from the issuing court or agency limiting disclosure and use of the Confidential Information to the portion of the Confidential Information needed to satisfy the original order of production and solely for the purposes intended to be serviced by the order.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the State of Arizona

Although some sensitive personal information, such as medical records, addresses, telephone numbers, and social security numbers may be publicly available through other sources, the receiving party shall not disclose or use such information in any manner except as expressly authorized in this Contract. Therefore, item 3 above does not apply, and the receiving party must treat such sensitive personal information as Confidential Information whether it is available elsewhere or not. The receiving party must restrict circulation of Confidential Information within its organization and then only to people in the receiving party's organization that have a need to know the Confidential Information to perform under this Contract.

The receiving party must return all Confidential Information provided by the disclosing party, or if return of the Confidential Information is not possible, destroy the Confidential Information upon termination or expiration of this Contract. Upon request, the Contractor must provide certification or written confirmation to the State of such return or destruction of the Confidential Information. Notwithstanding the foregoing, the receiving party may keep a copy of the Confidential Information to comply with contractual, legal, or record keeping obligations, and any such retained Confidential Information is subject to the requirements of this Contract for so long as the receiving party has the Confidential Information in its possession.

The receiving party will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the receiving party may be required to have all of its personnel and subcontractors who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The receiving party will be liable for the disclosure of any Confidential Information not specifically authorized by this Contract. The parties agree that the disclosure of Confidential Information may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and the receiving party agrees that in the event of a breach of the receiving party's obligations hereunder, the disclosing party shall be entitled to temporary and permanent injunctive relief to enforce this Contract without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

This Contract, including all terms and conditions, pricing, and attachment or exhibits, is not Confidential Information.

- B. PUBLIC RECORDS AND RETENTION OF DOCUMENTS AND INFORMATION.** The Contractor acknowledges, in accordance with Section 149.43 of the Ohio Revised Code, that this Contract, as well as any information, Deliverables, records, reports, and financial records related to this Contract are presumptively deemed public records. The Contractor understands that these records will be made freely available to the public unless the State determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure. The Contractor must comply with any direction from the State or an Ordering Agency to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.
- C. SECURITY AND SAFETY RULES.** When using or possessing State Data or accessing State networks and systems, the Contractor, its employees, subcontractors and agents must comply with all applicable State rules, policies, and regulations regarding State-provided IT resources, data security and integrity. When on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
 Led by the State of Arizona

The State may require the Contractor, its employees, subcontractors and agents to sign a confidentiality agreement and policy acknowledgements and have a background check performed before accessing facilities, data, or systems. Each Ordering Agency may require a different confidentiality agreement or acknowledgement, and the Contractor, its employees, subcontractors and agents may be required to sign a different confidentiality agreement or acknowledgement for each Ordering Agency. The Contractor must immediately replace anyone who refuses to sign a required confidentiality agreement or acknowledgment or have a background check performed.

- D. **USAGE REPORTS.** At no cost to the State and in addition to other reports required by the Contract, the Contractor shall be required to provide monthly, quarterly, bi-annual or annual usage reports as requested by all Contracting or Ordering Agencies. The report may include customer name, date of purchase, item description, quantity, dollar value, aggregate sales to date for each customer and other such information. Electronic media is the preferred method for these reports. Failure to provide the requested reports may be deemed as an event of default.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: E-SIGNED by Kathleen C. Madden /JML on 2023-08-11 14:04:03 GMT	Signature: <i>Loutissa Perry</i>
Name: Justin Lovett	Name: Loutissa Perry
Title: Chief Procurement Officer	Title: Vice President
Date:	Date: 7 July 2023

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

APPROVED AS TO FORM

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

PARTICIPATING ADDENDUM



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

Quadient, Inc. Office Locations

District Name: Quadient Inc. - Corporate Office

District Address: 478 Wheelers Farms Rd. Milford. CT 06461

District Name: Quadient Leasing

District Address: 478 Wheelers Farms Rd. Milford. CT 06461

Quadient, Authorized Dealers (Subcontractors)

Dealer Name: International Mailing Systems of Dayton

Dealer Address: 77 West Elmwood Dr Ste 203. Dayton, OH 45459

Dealer Name: Central Business Systems, Inc.

Dealer Address: PO Box 4450, Lexington, KY 40544-4450

Resolution

Number 24-0365

Adopted Date March 12, 2024

ENTERING INTO A SERVICE AGREEMENT WITH THE HUMANE ASSOCIATION OF WARREN COUNTY

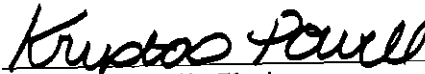
BE IT RESOLVED, to approve and authorize the President of the Board to enter into a service agreement with the Humane Association of Warren County, for a period beginning January 1, 2024, and ending December 31, 2024; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Humane Association of Warren County
Dog & Kennel (file)
S. Walther

**AGREEMENT BETWEEN
THE WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS
AND**

THE HUMANE ASSOCIATION OF WARREN COUNTY, OHIO

This Agreement (the "Agreement") is made and entered into by and between the **WARREN COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter "COMMISSIONERS"), whose address is 406 Justice Drive, Lebanon, Ohio 45036 on behalf of the **WARREN COUNTY DOG WARDEN** (hereinafter "DOG WARDEN") and the **HUMANE ASSOCIATION OF WARREN COUNTY, OHIO**, (hereinafter "ASSOCIATION"), a nonprofit corporation organized under Ohio law, whose address is 230 Cook Road, Lebanon, Ohio 45036. The COMMISSIONERS and ASSOCIATION are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the COMMISSIONERS are the owners of parcel number 13-35-376-001, more commonly known as 230 Cook Road, Lebanon, Warren County, Ohio, which parcel the COMMISSIONERS have leased to the ASSOCIATION for a term of 99 years beginning, April 23, 1996, and

WHEREAS, the ASSOCIATION has improved the parcel by building, maintaining and expanding a facility for sheltering, caring for, and humanely euthanizing animals, and which the ASSOCIATION owns and occupies (hereinafter "ANIMAL SHELTER"); and

WHEREAS, the COMMISSIONERS and the ASSOCIATION have entered into prior agreements for the sheltering, care and euthanasia of dogs impounded by the DOG WARDEN and for housing an office for the DOG WARDEN; and

WHEREAS, the COMMISSIONERS and the ASSOCIATION desire to continue the above-described relationship and enter into this Agreement to set forth the terms and conditions thereof.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

The term of this Agreement shall be for a period of one (1) year, commencing on January 1, 2024 and expiring on December 31, 2024 (the "Term"). No less than sixty (60) days prior to the expiration of the Term, the Parties may mutually agree in writing and signed by the COMMISSIONERS and the ASSOCIATION, to extend this Agreement for one (1) additional year, commencing on January 1, 2025, and expiring on December 31, 2025 (the "Extension"). Unless stipulated otherwise in this Agreement, the terms and conditions shall remain the same during the Extension.

A. OBLIGATIONS OF THE ASSOCIATION

1. Provide necessary space in the ANIMAL SHELTER to house, care for and feed dogs impounded by the DOG WARDEN.
2. Care for dogs impounded by the DOG WARDEN including, without limitation, necessary medication, pain management, water and food.

11. The ASSOCIATION shall defend, indemnify and hold the COMMISSIONERS harmless from any and all claims, suits, actions, proceedings, causes of action, injuries, damages, costs, expenses, fees, attorneys fees, and liabilities as may be occasioned by the acts of the ASSOCIATION in its operation of the ANIMAL SHELTER or due to the performance or non-performance of the covered duties, services, and obligations of the Association pursuant to this Agreement. Responsibilities for negligence of either party is hereafter set forth in Paragraph I.

B. OBLIGATIONS OF THE COMMISSIONERS

1. During the Term of this Agreement, the COMMISSIONERS shall pay the ASSOCIATION the sum of \$245,863.00 following the execution of this Agreement, in four (4) equal quarterly installments commencing January 1, 2024 and ending December 31, 2024. This is representative of the total financial obligation of the COMMISSIONERS under this Agreement. The COMMISSIONERS have no other financial obligation to the ASSOCIATION for any other product or service, including, but not limited to dog food, not specifically addressed in this Agreement.

2. Provide all supplies and equipment relative to the DOG WARDEN's duties and operations in conjunction with the COMMISSIONERS' use of the ANIMAL SHELTER.

3. Provide telephone service to the ANIMAL SHELTER, provided, however, that the ASSOCIATION shall reimburse the COMMISSIONERS for the cost of such service.

4. Provide snow and ice removal from the parking lot and walkways of the ANIMAL SHELTER, as needed.

5. Provide lawn maintenance at the ANIMAL SHELTER, as needed.

6. If the DOG WARDEN takes possession of a critically ill or injured dog outside of the ANIMAL SHELTER'S normal business hours, the DOG WARDEN shall immediately notify a designated representative of the HUMANE ASSOCIATION. For this term, "the dog" will refer to the critically ill or injured dog for which the DOG WARDEN notified the HUMANE ASSOCIATION outside of the ANIMAL SHELTER'S normal business hours. For this term "outside of the ANIMAL SHELTER'S normal business hours" begins at the 5:00 p.m. EST directly before the DOG WARDEN takes possession of the dog and ends at the 11:00 a.m. EST directly after the DOG WARDEN takes possession of the dog.

Should the HUMANE ASSOCIATION determine it is necessary for a veterinarian to respond to the ANIMAL SHELTER to provide critical treatment for or to euthanize the dog, the HUMANE ASSOCIATION shall immediately notify the DOG WARDEN of its determination. Should the veterinarian arrive at the ANIMAL SHELTER to provide critical treatment for or to euthanize the dog before the 11:00 a.m. EST directly after the DOG WARDEN notified the HUMANE ASSOCIATION of the dog, the COMMISSIONERS shall pay a fee of \$200.00 to the HUMANE ASSOCIATION. The COMMISSIONERS shall not be responsible to pay the HUMANE ASSOCIATION the \$200.00 fee unless the HUMANE ASSOCIATION notifies the DOG WARDEN before a veterinarian responds to the ANIMAL SHELTER to provide critical treatment for or to euthanize the dog. The COMMISSIONERS shall only pay one \$200.00 fee to the HUMANE ASSOCIATION for the dog. Outside of that \$200.00 fee, the ANIMAL SHELTER shall be responsible to pay for all further care for the dog.

C. TERMS, MODIFICATIONS, AND CANCELLATIONS

1. This Agreement embodies the entire agreement and understanding of the Parties and supersedes any and all prior contracts, agreements, arrangements and understandings heretofore entered into by the Parties relating to the matters provided for herein.

responsible for its own liability, judgments, and costs directly relating to any and all acts of negligence by the ASSOCIATION, its agents, and/or its employees. The Parties expressly intend to allow for the full recovery of all damages and remedies otherwise available for negligence actions under Ohio law under this provision of the Agreement.

J. ASSIGNMENT, SUCCESSORS, AND ASSIGNS

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

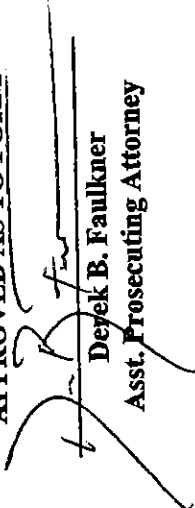
K. HEADINGS

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

L. NOTICES

Any notice required or permitted pursuant to this Agreement shall be sent by certified mail to the other Party at the addresses set forth below and deemed given upon the date of mailing.

- 1. Notices to COMMISSIONERS: Board of Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, Ohio 45036
- 2. Notices to ASSOCIATION: Humane Association of Warren County
Attn. Executive Director, Eli Hurley
230 Cook Road
Lebanon, Ohio 45036

APPROVED AS TO FORM

Deyek B. Faulkner
Asst. Prosecuting Attorney

Either Party may change the address to which notices are to be sent by giving written notice of such change to the other Party.

IN WITNESS WHEREOF, the Warren County Board of County Commissioners and the Humane Association of Warren County, by and through their duly authorized agents, have executed this Agreement on the date set forth below.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

HUMANE ASSOCIATION OF WARREN
COUNTY

By: 

By: 

Printed Name: David G. Young

Printed Name: Eli Hurley

Title: President

Title: Executive Director

Date: 3/12/24

Date: 02/29/24

Resolution

Number 24-0366

Adopted Date March 12, 2024

APPROVING AND ENTER INTO AGREEMENT WITH AFFORDABLE LANGUAGE SERVICES TO PROVIDE INTERPRETATION SERVICES, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and enter into an agreement with Affordable Language Services to provide interpretation services, as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Affordable Language Services
Sheriff (file)



AFFORDABLE
Language
SERVICES

The Right Words Mean Everything

Service Agreement Prepared Exclusively For



WARREN COUNTY
SHERIFF'S OFFICE

Joanne Georgostathis
Account Executive
O 513.792.5026



Affordable Language Services is dedicated to our mission of building partnerships, connecting the right people, and making a difference. We have a vision to become the Region's 1st Choice Language Service Partner. Long-term client partnerships, excellent service combined with skilled Interpreters and Linguists are critical to achieving the mission and vision of our organization.

Our *core values* reflect our approach to service and underscore important aspects of our business approach.

CARE DEEPLY

About your experience
Operational excellence
Each other

DEMONSTRATE INTEGRITY

Do what we say we will do
Respect & compassion
Absolute honesty

TAKE INITIATIVE

Leave no stone unturned!
Be proactive
Go above and beyond!

Our desire is to provide a dynamic solution that is acutely tuned to the needs and growth plans of WARREN COUNTY SHERIFF'S OFFICE. We are focused on providing a centralized, holistic system of service that maximizes efficiency, proactively adapts to your needs, and consistently improves your experience.

SCOPE OF SERVICE (Specific to this Agreement)

- Over the Phone Interpreting (OPI) - On Demand & Scheduled
- Video Remote Interpreting (VRI) - On Demand & Scheduled
- On-Site Interpreting
- Video Conferencing

OTHER SERVICE AVAILABLE

- Translation & Localization Services

This agreement is valid for execution through January 29, 2024.

Our proposed Service Agreement, based on current conversations, will be in effect through December 31, 2024. This period is defined as the Initial Term.

This proposal is priced with the understanding that Affordable Language Services will be your first-call or primary provider for On-Site Interpreting, Video Remote Interpreting, Over the Phone Interpreting and Document Translation Services.



INTERPRETING SERVICES

Affordable Language Services will provide WARREN COUNTY SHERIFF'S OFFICE with access to Interpreting Services for communication needs. You need to make sure your WARREN COUNTY SHERIFF'S OFFICE Staff can communicate effectively with consumers, patients, families and each other.

We make this process simple with customized secure platform

- **On-Site Interpreter**
 - ✓ Affordable Language Services will meet with Key Stakeholders to gain needs' insights and strategically build an Interpreter Program with a service combination of:
 - "Hub" Interpreters
 - Traditional prescheduled (individual) appointments
 - "On-Call" Interpreter program
 - Project Based Interpreters
 - Conference Team Interpreting/Simultaneous Interpreters
 - ✓ Interpreters are vetted to meet defined standards of performance
 - ✓ You will have access to schedule interpreting appointments through:
 - a dedicated Scheduling Team at Affordable Language Services
 - Secure Scheduling Portal (scheduling and monitoring appointments)
 - Dashboard and Scheduling Portal allowing for real time reporting and Appointment Visibility
 - Invoice availability inside the Customer Portal
- **Telephonic Interpreting (Over-the Phone/On Demand)**
 - ✓ *ALS will customize for your facility for ease of use and billing accuracy*
 - ✓ Password Bypass/Persistent Login/Single Sign On
 - ✓ Dashboard with REAL TIME information
 - ✓ Multi-party video or audio 4-way conferencing
 - ✓ Fully integrated with ZOOM
 - ✓ On Demand access for approximately 195 languages
 - ✓ Availability 7 days/week – 24 hours/day – 365 days/year
 - ✓ Remote Interpreters are accessible to WARREN COUNTY SHERIFF'S OFFICE facilities via telephone, via computer web browser, or interface on a mobile device through an app for Android or iOS
 - ✓ Capabilities of routing to US Based Interpreters only (price adjusted accordingly)
- **"Direct Connect"**
 - ✓ Clients can be given a dedicated phone # to connect with an Interpreter
 - ✓ Facilitates communication in the clients' native language from the beginning of a call
 - ✓ Interpreter will dial directly to your facility



- **Video Remote Interpreting (VRI/On Demand)**
 - ✓ Video Remote Interpreting can be accessed for American Sign Language as well as spoken needs
 - ✓ On Demand languages available 7 days/week – 24 hours/day – 365 days/year
 - ✓ Remote Interpreters are accessible to your facility via computer web browser or interface on a mobile device (phone or tablet) through an APP for android or IOS
 - ✓ APP allows for audio or video call
 - ✓ Dashboard with REAL TIME information
 - ✓ Multi-party video or audio 4-way conferencing
 - ✓ Screen Sharing capability
 - ✓ Fully integrated with ZOOM
 - ✓ Capabilities of routing to US Based Interpreters only
- **Over-the-Phone and Video Remote Interpreting Prescheduled**
 - ✓ For appointments that require prescheduling (i.e., rare languages, lengthy appointments requiring continuity of Interpreter) we can schedule a video or phone Interpreter in advance via internal Scheduling Team
 - ✓ Prescheduled languages available 7 days per week – 24 hours/day – 365 days/year
- **Telehealth and Video Conferencing Support**
 - ✓ Capability with most technology platforms enabling the Interpreter to visually join the meeting/appointment
 - ✓ Screen Sharing capability
 - ✓ Provides more in depth and desirable outcome for provider and client
 - ✓ On Demand & Prescheduled languages available 7 days per week – 24 hours/day – 365 days/year



INTERPRETING SERVICES – On Site

Service Agreement:

SERVICE On-Site Interpreting	MINIMUM HOURS	REGULAR HOURS Rate/Hour	AFTER HOURS Rate/Hour	EMERGENT Rate/Hour
Consecutive Interpreting • SPANISH • Non-Certified Medical/Other	1	\$55/Hour	+\$10/Hour	+\$10/Hour
Consecutive Interpreting • ALL OTHER LANGUAGES • Non-Certified Medical/Other	2	\$66/Hour	+\$10/Hour	+\$10/Hour
Consecutive Interpreting • AMERICAN SIGN LANGUAGE • Non-Certified Medical/Other	2	\$85/Hour	+\$10/Hour	+\$10/Hour
Team Interpreting • AMERICAN SIGN LANGUAGE • SIMULTANEOUS (SPOKEN LANGUAGES)	TBD TBD	TBD TBD	TBD TBD	TBD TBD
Parking	Provided by Client			
Mileage	At current Federal Rate (when applicable)			

- Regular Hours' billing rate will be used for all appointments taking place within Business Hours – Monday through Friday 8 AM-5PM EST
- Emergent and After Hours' billing rate will apply to all times outside of Business Hours, and will include holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day)
- Emergent Fee: If appointment is scheduled with less than 24-hour notice (dependent on business hours defined as Monday-Friday 8 AM – 5 PM EST), the Emergent Hours' Rate will apply
- Spoken Language Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM EST), the minimum fee will be charged
- American Sign Language Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the minimum fee will be charged or reserved time whichever is greater
- If Links are required Links need to be provided to ALS no later than 4 days prior to the event
- If Scheduled appointments are longer than 4 hours in duration and cancelled with less than 48 hours-notice reserved time will be charged
- If the services are required longer than the minimum billable hour(s), appointment will be billed in 15-minute increments
- Invoicing for On-Site Interpreting is weekly and submitted electronically – preferred method of payment; ACH or Credit Card
- E-Signatures will be used as Verification of Service



INTERPRETING SERVICES (Over the Phone and Video Remote)

Service Agreement:

OVER THE PHONE INTERPRETING (OPI) - ON DEMAND Billing - Non-Certified/Medical/Other	
Language	Rate/Minute
Spanish	\$.98
All Other Spoken	\$1.09
VIDEO REMOTE INTERPRETING (VRI) - ON DEMAND Billing - Non-Certified/Medical/Other	
Language	Rate/Minute
Spanish	\$1.10
All Other Spoken	\$1.30
American Sign Language	\$2.10
American Sign Language (After Hours)	\$2.40
OVER THE PHONE & VIDEO REMOTE INTERPRETING - SCHEDULED Billing - Non-Certified/Medical/Other	
Language	Rate/Minute
Spanish	\$1.10
All other Languages	\$1.65
American Sign Language	\$2.20
DIRECT CONNECT	
	NA/Month/Line
OVER THE PHONE & VIDEO REMOTE INTERPRETING Conference & Telehealth Billing - Non-Certified/Medical/Other	
TBD	Rate/Minute
Set-up Fee	\$150

- All "On Demand" Appointments are billed by actual minutes utilized per call
- All "Scheduled" Appointments for Spoken Languages will be billed for a minimum of 30 Minutes
- All "Scheduled" Appointments for American Sign Language will be billed for a minimum of 60 Minutes
- 24 Hour Cancellation is required for Scheduled Appointments - if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), Time Reserved will be charged
- It is possible to maintain call recordings for a limited time. Customer needs to agree to saving calls and the duration. Associated costs are added to the monthly invoice
- OPI/VRI is invoiced monthly, submitted electronically or available via the Customer Portal
- Any scheduled OPI or Video calls requiring blocks of time and extended duration will have a cancellation policy specific to the project and scope of work
- Invoicing for phone and video Interpreting is monthly and submitted electronically or available via the portal – preferred method of payment; ACH or Credit Card



Document Translation & Localization

Our goal is to ensure that your carefully chosen words are translated as you intended. We will provide innovative solutions that make it easy, with an approach consisting of a professional Linguist, Machine Translation or a Combination:

- Secure Client Portal (Ability to transfer documents/retrieve documents/manage reporting)
- Integrated Translation Management System (memoQ/Plunet)
- Quality Management System for Internal Processes and Linguist Management & Quality Results
- Efficiency and Cost Effectiveness with Future Projects Through Utilization of Translation Memory
- In-Country and International Linguist Teams
- Strategic Partnership to Support Overall Corporate Translation Plan
- Dedicated Translation Team Providing a Consultative Approach for all Projects

Affordable Language Services - Translation Scope

- Translation Client "Needs Analysis" and Strategic Overview
- Translation
 - Document Translation
 - Website Translation
 - Subtitling
- Linguist Translator + Linguist Reviewer
- MT (Machine Translation)
- MTPE (Machine Translation Post-Editing)
 - ✓ Light Post Editing
 - ✓ Full Post Editing
- Transcreation
- Website Localization
- DTP (Desktop Publishing)
- Transcription
- Proofing
- Voice-Over and/or Dubbing (Service is quoted per Project)
- Style Guide Creation
- Customizable Content Management

Translation Memory will compound pricing discounts as projects accumulate.

Translation Memory is accessible and buildable by language and across ALL departments within your organization.

Each translation project is unique and will generate its' own individual Quote.

Quote Authorization required prior to project launch.

ADDITIONAL SERVICES (related to translation and localization)

ADDITIONAL SERVICES	ASSOCIATED COST
Website Translation	Price quoted by SOW by project by language
Transcreation	Price quoted by SOW by project by language
Localization	Price quoted by SOW by project by language
Subtitling	Price quoted by SOW by project by language
Voice-Over	Price quoted by SOW by project by language
Transcription	Price quoted by SOW by project by language
Machine Translation (MT)	Price quoted by SOW by project by language
Machine Translation Post-Editing (MTPE) ✓ Light Post Editing ✓ Full Post Editing	Price quoted by SOW by project by language
Proofing	Price quoted by SOW by project by language
Style Guide Creation	Price quoted by SOW by project by language
Glossary Creation	Price quoted by SOW by project by language

TRANSLATION PROJECTS

Standard Delivery:

- Delivery in 3-5 business days for up to 4000 words
- Add 1 business day for each additional 1500 words

Expedited Delivery:

- Delivery in 24-48 hours is possible for translation of certain documents, but revision by a second Linguist may not be possible due to time constraints
- Expedited delivery will result in a 40% rush fee & may also apply to documents in PDF format if recreation is necessary)
- Expedited projects will be discussed in order to have optimal results required

Notarized Certificate of Accuracy:

- \$25.00 per Certificate
- Verifies the translation is complete and correct and the translation was performed to the best of the translator's ability
- Certificates typically must accompany documents utilized for a legal or official purpose

Invoicing:

- All Translation Projects are invoiced when completed and delivered unless otherwise negotiated
- Invoices are submitted electronically and are password protected
- Invoice Payment via ACH, Check or Credit Card



Company Terms & Conditions

Customer agrees that by placing any orders, customer is bound by the terms and conditions outlined below.

1. DEFINITIONS

"Company" means AFFORDABLE LANGUAGE SERVICES, LTD., including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

"Client" means the party hiring Company including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

2. PAYMENT, END USER DATA AND PRICING

PAYMENT

Payment is due within 30 days from invoice date. Interest will accrue at one and one-half percent (1.5%) per month on any outstanding balances over 30 days past invoice date.

CREDIT CARD PAYMENT

Warren County will make payments by check. Should Warren County decide to make payments via Credit Card an additional charge will reflect on invoice.

CHECK PAYMENT

Check payment is not a preferred method, if check payment is required and negotiated payments need to be mailed to:

AFFORDABLE LANGUAGE SERVICES

PO BOX 195

MARIETTA, OHIO 45750-0195

END USER DATA

On occasion, not all end user data associated with an OPI/VRI Session may be collected for multiple reasons, including the inability of the caller to provide accurate requested information. Incorrect end user data will not be reason to deny payment for OPI/VRI services rendered.

PRICING

During the initial term or upon any renewal of the initial term of this Agreement, Company shall not increase any pricing of the Agreement unless it has provided 30 days notice of any increase, and no pricing increase shall have effect unless agreed to in writing by the client.

3. NONSOLICITATION

Client shall not at any time and for a period of one year after termination of this contract, directly or indirectly, induce or attempt to influence, contract with, or hire away, any employee or contractor of Company for duties that include interpreting.

Client may avoid this restriction upon payment of a one-time fee of \$5,000.00. If the client wishes to pursue hiring any contractor/employee of company (for duties that include interpreting) they must contact Affordable Language Services in advance.



4. CONFIDENTIAL INFORMATION

Company shall take reasonable measures to ensure that all communications which are the subject of any work by Company remain confidential. All employees and contractors used by Company are required to sign a confidentiality agreement and are aware that Client communications are confidential. If either Company or Client receives a court subpoena, request for production of documents, court order or requirement of a government agency to disclose any Confidential Information, the recipient shall give prompt written notice to the other party so that the request can be challenged or limited in scope by Company or Client, as appropriate.

Client shall not disclose or permit disclosure to any third party of any information concerning either the means or methods of Company's services nor the fees charged for such services, subject to requirement to release records under Ohio Public Records Law.

5. CLIENT REVIEW

Client agrees to the Company's Client Review Policies and Process as defined:

CLIENT REVIEW POLICIES AND PROCESSES

Client/in-country review is a vital part of the translation process. Not only does it reassure our clients of the quality of Affordable Language Services' work, but it also serves as a feedback mechanism so that Affordable Language Services can continually improve both translation and process quality. For client review to be effective and efficient, reviewers must adhere to the following definition of scope:

- Review is not an **editorial function**; it is a quality control function.
- Since the goal of review is inspection, Affordable Language Services suggests that in the interest of time and cost effectiveness, the client reviewer should perform a **spot check of materials**. We recommend that the reviewer inspect a **representative sample of 5-10% for larger projects**. However, the scope of the review is at the full discretion of the client.
- The client reviewer's linguistic qualifications and subject matter expertise are the sole responsibility of the client.
- The reviewer's job is to confirm that Affordable Language Services has conformed to **terminological and translation standards agreed upon by the client and Affordable Language Services and report on any/all errors**. Affordable Language Services defines errors as follows: (1) overt mistranslations, (2) the use of incorrect terminology, (3) failure to adhere to terminology included in client approved glossaries and/or translation memories, (4) failure to adhere to established style guidelines, which were discussed and approved by the client prior the project start (5) missing or incomplete translation, (6) defects in orthography, typography and formatting (if the review is done prior to formatting, formatting issues are not to be considered an error). Preference-based changes (such as stylistic changes that were not specified in the style guide and are mainly a matter of personal preference) do not constitute errors and are not covered under this client review policy. If these changes are to apply to future work, they must be reported in the reviewer's logs for incorporation into glossaries, translation memories and style guides, but not in the current project. No changes to approved terminology will be accepted during the review phase. Any preferential changes can be made to the translation as a part of an update and will be charged separately.
- Affordable Language Services defers to the reviewer regarding all changes that s/he makes to deliverables and disclaims any responsibility for changes made by the reviewer.



- Affordable Language Services requires that corrective action mandated by the reviewer be reported to Affordable Language Services in a change log. Furthermore, such issues must be actionable by Affordable Language Services, i.e., the requested change must be clearly defined and the context of the change precisely reported so that Affordable Language Services can resolve the issue. Updates to glossaries, translation memories, style guides and deliverables will be confined to the corrective actions noted in the change log.
 - **All changes inserted into files using change tracking will be accepted as is. Documents and files that rely on returned files will be updated accordingly. Regression testing of client-reviewed files is not included in base costs for translation/localization projects. Any costs arising from remediation of errors introduced by the client's reviewer will entail additional costs to the client above and beyond the original contract.**
 - **It is Affordable Language Services' standard policy to correct all errors (as defined in point "4" above) and implement all changes mandated by the client reviewer within five business days or less.**
 - Scheduling of client review must be agreed upon by Affordable Language Services and the client prior to the start of any project.
6. **LIMITATION REGARDING RESPONSIBILITY TO CHANGE TRANSLATION WORK**
In the case of a translation or transcription, Client agrees to promptly review the work product of Company upon receipt thereof and to notify Company of any errors or omissions in such work product within either seven business days OR one-half the duration of the project (measured from receipt of all source files, approval, and applicable prepayment or purchase order to date of delivery). Failure to raise an objection within this period shall be considered as approval of the work as delivered. Upon timely objection, Company agrees to rectify the following without charge within a reasonable period: outright mistranslation, omission, typo, grammatical mistake, or non-adherence to any pre-approved glossary. All changes requested by the Client (stylistic, preferential, and/or terminological) will be subject to additional charges.
7. **CHANGES IN TRANSLATION PROJECT SCOPE OR REQUIREMENTS**
Following the start of a translation order, any changes requested by the client that impact the project scope (amount of work, level of service, or time to delivery) may warrant a change in charges. Any change in project costs will be reported to the Client prior to any work starting or continuing. The Company requires approval in writing to carry out such changes.
8. **RETENTION OF SOURCE MATERIALS AND WORK PRODUCT**
Unless otherwise agreed in writing, Company shall have no obligation to retain file copies of any source materials provided by Client or work product produced by Company but specifically reserves the right to do so at its sole and exclusive option. Retrieval of archived documents (those older than 60-days after final delivery of a Client's order) will incur a \$25 archive retrieval fee.
9. **OWNERSHIP OF LANGUAGE ASSETS**
The Company retains ownership of all language assets (translation memories; terminology lists, databases, and glossaries; style guides; query databases, and any other reference materials compiled as part of translation work initiated by the Company on behalf of the Client) unless such assets are deemed as deliverables for which a fee shall be negotiated between the Client and the Company.



Once a language asset has been designated as deliverable and relevant fees negotiated and paid, ownership of said assets will transfer to the Client. All costs accrued for maintaining, improving, or modifying such assets will be borne by the Client.

10. CLIENT'S DUTIES AND OBLIGATIONS

Purpose and Use of Work

Client shall clearly and specifically indicate the purpose and intended use of any work requested from Company as well as any other specifications regarding the services to be delivered by Company, all of which must be agreed to in writing by Company. Specifically, and without limitation, the Client shall indicate whether any documents submitted to Company will be used as or in bids and tenders, any legal actions, including but not limited to court documents, letters, depositions, etc., contracts of any nature, advertising, printing, or publication. Client shall cooperate with Company when additional information or collaboration is needed and shall accept liability for any delays resulting from a failure to cooperate.

Certifications

The Client shall also make known to Company any certification requirements upon making the request and all other circumstances wherein the services to be provided have a direct relation to life and death consequences, i.e., medical technology, service and operation manuals for machinery and industrial/agricultural equipment, tools, government security clearance, etc. It is understood and agreed that the services to be provided by Company shall be suitable only for the specific use and purpose disclosed by the Client and set forth in the Specifications.

Responsibility to Review Invoices and Limitation to Dispute Charges

The Client shall be responsible for reviewing invoices for accuracy and disputing any charges within 14 days of receipt of invoice. For any invoice that has already been paid, the Client may request an audit of billed services and necessary corrections to be made for a period of 60 days from the date the payment is received. Predetermined questions (for OPI and VRI invoicing) that have no response cannot be challenged for accuracy.

11. LIMITATION ON WARRANTIES AND COMPANY'S RESPONSIBILITY FOR DAMAGES

Company's sole obligation with respect to error in its work product is to correct such error at no cost to Client. No liability is assumed by Company for any actual or alleged lack of nuance or impact, in particular, and without limitation, as these may relate to expressiveness of a text and its suitability for use by the Client in any particular activities. Unless otherwise agreed to in writing by the Company, Company MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, including but not limited to the availability or timeliness of the performance of any service. No liability will be assumed by Company for changes made or requested by Client to the original and/or final deliverables of an order.



12. SEVERABILITY

If any provision of the Company Terms and Conditions or Client Price Sheet or Client Estimate shall be construed to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.

13. RENEWAL

This agreement will automatically renew upon the conclusion of the Initial Term if neither party provides notification of intent to terminate more than 30 days prior to the end of the term.

14. TERMINATION

Client may terminate services by providing 30 days written notice to Company. Client must pay for any services performed or expenses incurred prior to the termination date, according to the terms.

15. WAIVER

No waiver of any breach of any provision of the Service Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement. Failure to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term.

16. MODIFICATION

Except as to pricing terms of Section 2 and 13 above, this Agreement may not be modified or amended except by a written agreement signed by both parties.

17. GOVERNING LAW

The Service Agreement shall in all respects be construed in accordance with and governed by the laws of the state of Ohio, without regard to its conflict of laws rules.

18. COMPANY'S RELEASE OF INTELLECTUAL PROPERTY RIGHTS

Final release of copyrights or other intellectual property rights for work in printed or electronic form, any audio or video recordings, computer files or graphics, shall only be issued after payment in full of all outstanding balances due to Company.

19. INSURANCE

COMPANY shall provide liability insurance coverage as follows:

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

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



COMPANY shall provide CLIENT 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 CLIENT. Such certificates shall provide that the insurer notify CLIENT in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the CLIENT not less than 30 days prior to said cancellation date. COMPANY shall also deliver to CLIENT, 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.

Cancellation or non-renewal of insurance shall be grounds to terminate the Agreement.

20. ENTIRE AGREEMENT

This agreement includes all attached exhibits, all of which are herein incorporated by reference. This agreement contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto. This Agreement may be modified only by terms outlined in Section 2 and 13.

SIGNATURE

By signing I agree to have read and agree to all pricing and Affordable Language Services' Terms and Conditions in this document.

Affordable Language Services

Signature: _____

Print: _____

Date: _____

WARREN COUNTY SHERIFF'S OFFICE

Signature: _____

Print: _____

Date: _____



AFFORDABLE
Language
SERVICES

The Right Words Mean Everything

SIGNATURE

By signing I agree to have read and agree to all pricing and Affordable Language Services' Terms and Conditions in this document.

Affordable Language Services

Signature: Joanne Georgostathis

Print: Joanne Georgostathis

Date: 2-29-2024

WARREN COUNTY SHERRIFF'S OFFICE

Signature: Larry L Sims

Print: Larry L Sims

Date: 03/05/2024

APPROVED AS TO FORM

Derek B. Faulkner
Derek B. Faulkner
Asst. Prosecuting Attorney

By Resolution Number 24-0366 of the Warren County Board of Commissioners
dated 3/12/, 2024.

WARREN COUNTY BOARD OF COMMISSIONERS

By: * 

Name: David B Young

Title: President

Resolution

Number 24-0367

Adopted Date March 12, 2024

ENTERING INTO ANNUAL RENEWAL OF THE MAINTENANCE AGREEMENT WITH THE GENESIS GROUP (FKA GENCORE CANDEO, LTD) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, the Department will renew maintenance agreement with The Genesis Group for Genwatch maintenance to maintain radio usage records; and

WHEREAS, the department wishes to renew the maintenance agreement for another 1-year term to expire March 31, 2025.

NOW THEREFORE BE IT RESOLVED, to enter into the renewal of the maintenance agreement with The Genesis Group on behalf of Warren County Telecommunications as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—The Genesis Group
Telecom (file)



SERVICE AGREEMENT

Two tiers of service are available for maintaining Genesis software solutions. This document outlines provisions included in the Essential Service Agreement (ESA) and the Premium Lifecycle Agreement (Lifecycle).

Service Provided:	Premium Lifecycle Agreement	Essential Service Agreement
Multi-Year pricing and renewal incentives	✓	✓
Phone, email, & remote in assistance 8am – 5pm, Monday – Friday, Central Standard Time	✓	✓
24/7 “On-Call” availability for Level 1 issues (see item 7)	✓	✓
Software updates and version upgrades	✓	✓
Remote training on latest features following version upgrades	✓	✓
Hardware refreshes to meet software upgrade requirements	✓	
Hardware warranty coverage for uninterrupted access to on-site repairs by Dell representative (US & Canada only)	✓	
Onsite services for ATIA system hardware refresh (See 2.5.3 for OTA & GW3-TRBO)	✓	
3 rd party software replacement should obsolescence occur (OS, SQL, and Excel as applicable)	✓	
Quarterly Preventative Maintenance checks on overall Genesis system health (Must provide remote access for PM checks)	✓	

1. Essential Service Agreement includes:

- 1.1. Software upgrades: Professional Service fees may apply for upgrades exceeding a standard workload. Possible causes: gap of 2 or more versions to latest release, poor remote connectivity, above-average database size. When applicable, a quote will be provided prior to an upgrade.
 - 1.1.1. Hardware replacement or modification to meet Genesis software spec requirements is not included. Hardware can be purchased through Genesis or sourced privately.
 - 1.1.2. 3rd party software routine updates and patches are not included; third party software patching should follow the customer organization’s policy and procedure. Third party software includes but is not limited to the operating system, browser, and SQL Server.
- 1.2. Renewal rates: A percentage of the current list price value of all Genesis software products licensed to a customer. If the customer takes products out of commission or adds new features, Genesis will adjust the rate accordingly.
 - 1.2.1. Multi-year follows single year pricing structure with industry standard increases and presented as a median annual rate to aid in budgeting and predictability. Price incentives are available when purchasing in full up front. Should Genesis rates increase above the quoted rate, the customer is protected.
- 1.3. Hardware support provisions: Genesis provided PC’s and Servers include a warranty through the manufacturer. The warranty is 5 years from the date it leaves the manufacturer’s facility and time elapsed in Genesis inventory as well as field deployment are included in the manufacturer warranty term.

The Genesis Group • 5800 Eagles Nest Blvd. • Tyler • Texas • 75703

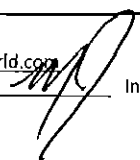
Voice: 903.787.7400 • Fax: 903.787.7460 • <https://www.GenesisWorld.com> • Renewals@GenesisWorld.com

Initial Initial

- 1.3.1. All hardware issues should be directed to the manufacturer.
- 1.3.2. Each PC and Server is labeled with warranty expiration and the technical support phone number of its manufacturer.
- 1.3.3. Should hardware malfunction require restoration of your Genesis software, Genesis will provide the software support needed.
- 1.3.4. ESA does not include hardware replacement; however, hardware replacements can be purchased separately through Genesis. If sourcing hardware privately is preferred, Genesis can provide spec requirements for the current software release.
- 1.4. Training: Supplemental remote training following each upgrade to highlight new features and functionality in the latest release is included at no additional cost.
 - 1.4.1. Training of new or existing employees on the general use of Genesis software products can be quoted separately upon request.
 - 1.4.2. Onsite training can be quoted separately upon request

2. Premium Lifecycle Agreement Includes:

- 2.1. Software upgrades: All applicable fees for software upgrades are included.
 - 2.1.1. All hardware and 3rd party software licenses are included unless specifically noted.
 - 2.1.2. 3rd party software routine updates and patches are not included; third party software patching should follow the customer organization's policy and procedure.
- 2.2. Renewal rates: Median annual rate which follows the multi-year pricing structure. Price includes ESA and all additional Lifecycle provisions. Should early termination occur, a balance due may apply for any goods or onsite services provided. Incentives are available when paid in full up front.
- 2.3. PC & Server hardware provided by Genesis includes a 5-year Dell manufacturer warranty with replacement scheduled prior to warranty expiration.
 - 2.3.1. Dell manufacturer warranty available to US and Canada locations only.
 - 2.3.1.1. All hardware issues are to be directed to the manufacturer.
 - 2.3.1.2. Each PC and Server is labeled with warranty expiration and manufacturer support phone number.
 - 2.3.2. Should a hardware malfunction require restoration of your Genesis software, Genesis will provide the software support needed.
 - 2.3.3. Any hardware specifically noted and/or omitted in a Lifecycle Agreement will be the customer's responsibility.
- 2.4. Training: Supplemental training following each upgrade to highlight new features and functionality in the latest release is included at no additional cost.
 - 2.4.1. Training of new or existing employees on the general use of Genesis software products can be quoted separately upon request.
- 2.5. Onsite services are included for GenWatch3 ATIA.
 - 2.5.1. One onsite trip is provided for each hardware refresh, unless specified in the quotation (please refer to quotation for specific details).
 - 2.5.2. Genesis reserves the right to bill the Customer additional day rates plus travel costs that might be incurred due to issues beyond Genesis' control. This includes but is not limited to:
 - 2.5.2.1. Network connections not set up and/or ready
 - 2.5.2.2. Hardware issues
 - 2.5.2.3. Any lack of customer readiness causing Genesis to wait on site.
 - 2.5.2.4. Any lack of customer readiness causing Genesis to cancel the trip and return at a later date.
 - 2.5.3. GW3-TRBO or GenWatch3 Over-The-Air do not come with onsite services unless requested during the quoting process (please refer to quotation for specific details).
- 2.6. Preventative Maintenance: When remote connectivity is available, the Genesis Technical Support staff will offer a Preventative Maintenance check for the overall health of the Genesis system approximately every 3 months and report any discrepancies. Updates and patching to 3rd party software is not included.



- 2.7. Lifecycle Agreements provide long term stability; 3 years is the minimum coverage term.
- 2.8. Early termination may result in make-whole costs for any goods or travel provided.

3. Expired Agreement:

- 3.1. It is the customer's responsibility to maintain a Genesis Service Agreement at all times. Should a lapse in coverage occur:
 - 3.1.1. All support services will be postponed until a payment method has been determined.
 - 3.1.2. License modifications will be placed on hold, including new feature purchases.
 - 3.1.3. Genesis will provide a renewal quote to the financial decision maker.
- 3.2. If the renewal is declined and technical support is needed:
 - 3.2.1. Customer may be subject to an incident fee which includes up to one hour of support.
 - 3.2.2. Any support beyond the first hour is charged in 30-minute increments.
 - 3.2.3. If a more current Genesis version is required for a fix, a Genesis Service Agreement will be required.
- 3.3. Additionally, the customer will may be subject to a software upgrade fee proportionate to the time the service agreement has been expired which provides eligibility for the latest Genesis software release.
- 3.4. Genesis will send an invoice to Customer for any fees incurred for an expired agreement.

4. Coverage Term:

Each original software purchase from Genesis includes a designated term of support based on the date of installation. The standard renewal term is 12 months; however, multi-year renewals are available. If a customer purchases multiple Genesis software products at differing times, it will create staggered renewal dates. Genesis can align differing dates during the next renewal process and can also align dates to meet budgeting processes or fiscal year end.

5. How to Reach Us:

Voice 1.903.787.7400
Toll Free 1.877.548.0465 (US or Canada)
Monday – Friday, 8am – 5pm, Central Standard Time
Email for tech support: support@GenesisWorld.com
Email for renewals: renewals@genesisworld.com
Website: <https://genesisworld.com/>

6. Support Provision occurs in the following order:

Phase 1 = Support Ticket entry: A case is entered, technician assigned, and case number is provided to the customer.

Phase 2 = Problem Source Identification: The technician assigned to your case will determine if the source of the technical need is generated by:

- Genesis software
- The hardware running the software
- The trunk system feeding the information to the previous elements

The technician determines this through communication with the customer by way of telephone, email, or remote-in access to their system. Most support cases are resolved within this phase.

Phase 3 = Duplicate Software Activity. If the reported issue cannot be solved within Phase 2, the Genesis Test Lab will reproduce the error or defect in order to investigate further.

Phase 4 = Software Development. If the identified issue requires development, the solution will be provided upon a mutually agreed schedule.

7. Purchasing

Quote signature is required when no soft copy of the PO is provided. Quote signature is not required when providing a soft copy of the PO or paying by credit card same day. Invoice provided within 2-3 business days.

Submit Purchase Order to Orders@genesisworld.com Net 30 days.

Please remit payment to: GenCore Candeo, Ltd., 5800 Eagles Nest Blvd., Tyler, Texas 75703

The Genesis Group • 5800 Eagles Nest Blvd. • Tyler • Texas • 75703
Voice: 903.787.7400 • Fax: 903.787.7460 • <https://www.GenesisWorld.com> • Renewals@GenesisWorld.com

Initial

Initial

8. Severity Levels are defined as:

Level 1: *Most severe problem: software is totally non-functioning.* This qualifies as an emergency situation in which the software is unusable; loses information or data; or fails catastrophically in response to internal errors, user errors, or incorrect input files. Genesis will provide a "priority first" level of urgency, which allows for 24/7 support until a resolution is provided. If changes to the software are required, modifications will be provided according to a mutually agreed upon schedule. In the event that the reported issue requires on-site support, travel arrangements and fees will apply based on a mutually agreed rate.

Level 2: *Software is functioning with incorrect results.* This occurs when the software system is usable but incomplete and has a severe impact on use. Genesis will provide a "priority first" level of urgency during standard business hours until a resolution is found. If changes to the software are required, modifications will be provided according to a mutually agreed upon schedule. In the event that the reported issue requires on-site support, travel arrangements and fees will apply based on a mutually agreed rate.

Level 3: *Software functions, but with inconvenience.* Genesis will provide a resolution for these cases in the order of receipt during standard business hours. If changes to the software are required, modifications will be provided according to Genesis' scheduled new releases of the software or a mutually agreed upon schedule if urgency is deemed necessary.

Level 4: *Least severe problem: a cosmetic issue, lack of operator understanding, or system maintenance.* Genesis will provide a resolution for these cases in the order of their receipt during standard business hours. Modifications to the software will be provided according to Genesis' scheduled new releases of the software. System maintenance and modifications are scheduled into the support project calendar. System managers are encouraged to coordinate with the Genesis support team well in advance to secure a date within the customer's preferred timeline.

9. Error Definitions

All situations imply the software is being used correctly and in accordance with the specifications and documentation for the software and release number in use at the time the error occurs. It also implies proper database and hardware maintenance has been performed in accordance with Genesis' recommendations. Further, it implies the user has made all reasonable effort to resolve the problem, such as checking network connections or checking for appropriate services to be running (if applicable).

10. Support Levels through Product Life Cycles

Unless otherwise specifically stated, Genesis will provide support for a minimum of 7 years after the last published release of any of our products. Mainstream Support for our products will be provided during the life of a product and for 5 years after a successor product is released or after the last release of a product is made, whichever comes first.

Mainstream Support is defined as Genesis' ability to resolve a technical issue with a Genesis product and may require the customer to upgrade to properly service the customer.

11. Entire Agreement

This document is representative of the entire Agreement between Genesis and Customer. No document or term that is not attached to this Agreement, even if referenced herein, will create any additional term or obligation to any party.

12. Acceptance of terms

Signatures of an authorized representative of Genesis and of Customer on quotation serve as acceptance of the above stated terms and conditions.

The Genesis Group • 5800 Eagles Nest Blvd. • Tyler • Texas • 75703

Voice: 903.787.7400 • Fax: 903.787.7460 • <https://www.GenesisWorld.com> • Renewals@GenesisWorld.com

Initial

Initial



Questions?

Essential Service Agreement

Rachel.Johnston@genesishworld.com

QUOTE #: WARR411124A

End User: Warren County, OH client #0202
Quoted To: End User
Attn: Corey Burton

Quotation date: 2/29/2024
Valid Through: 5/29/2024
Dates Covered: 4/1/2024 - 3/31/2025
Term Length: 1-Year

SUMMARY - Essential Service Agreement Includes telephone and remote support, system analysis, software updates and upgrades from 8:00 am-5:00 pm CST Mon. - Fri. System down emergencies are supported 24/7. On-site work, training, and hardware are excluded but can be quoted upon request.

Details:	Qty	Per Year	Extended
1 GW3-OTA for p25 (primary) Basic Core plus: 1 Year Archiving, Affiliation, Channel Status, SAM/ Clonewatch, GenSPOut, Full Reports, Sys Vista, System Summary, Talkgroups (unlimited)	1	\$8,234	\$8,234
2 One-time Renewal Incentive	1	(\$536)	(\$536)
Total...			\$7,698

Purchase Instructions:

- PRICES:** All prices are expressed in U.S. Dollars and are payable in U.S. Dollars. Please make all checks and wire transfers payable to GenCore Candeo, Ltd. Contact Genesis for Bank Wire Transfer Instructions.
- TAXES:** The above quoted price does not include any applicable state or local taxes. If applicable, they will be calculated at the time of purchase and reflected on your invoice.
- PAYMENT TERMS:** Submit Purchase Order to: Orders@genesishworld.com Net 30 days. Please remit payment to: GenCore Candeo, Ltd., 5800 Eagles Nest Blvd., Tyler, Texas 75703
- SUPPORT:** Full list of provisions for the Genesis Essential Service Agreement are available upon request or on our website: <https://genesishworld.com/serviceagreements>

I hereby agree to the above stated prices, terms and conditions set forth by The Genesis Group.

David G. Young
Printed Name - Warren County, OH

* [Signature]
Signature - Warren County, OH

President
Title

3/12/24
Date

MANDY JENTES
Printed Name - GenCore Candeo, Ltd. aka The Genesis Group

[Signature]
Signature - GenCore Candeo, Ltd. aka The Genesis Group

ORDERS & SERVICE COORDINATOR
Title

02-29-2024
Date

APPROVED AS TO FORM

[Signature]
Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 24-0368

Adopted Date March 12, 2024

ACCEPTING THE TAX INCENTIVE REVIEW COUNCIL RECOMMENDATIONS FOR THE 2023 ENTERPRISE ZONE PROGRAM AND COMMUNITY REINVESTMENT AREA PROGRAM

WHEREAS, the Tax Incentive Review Council (TIRC) met on March 4, 2024, and has presented the recommendations from the findings to this Board; and

WHEREAS, it is required by the State of Ohio for this Board to accept the recommendations of the TIRC.

NOW THEREFORE BE IT RESOLVED, to accept the TIRC recommendations for the 2023 Enterprise Zone Program and Community Reinvestment Area Programs copy of said recommendations attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Economic Development (file)

March 7, 2024

To: Warren County Board of Commissioners

From: Matthew Schnipke, Director of Development and
Warren County Enterprise Zone Manager/Housing Officer

Re: Tax Incentive Review Council (TIRC) Recommendations for the following Tax Incentive Programs: Community Reinvestment Area (CRA), Tax Increment Financing (TIF), and Enterprise Zone (EZ).

The TIRC meetings were held on March 4, 2024, for the 2023 review of the Community Reinvestment Area, Tax Increment Financing, and Enterprise Zone Programs. The meeting results for each program follow:

Community Reinvestment Area Program

The TIRC reviewed the CRAs for the cities of Carlisle, Franklin, Lebanon, South Lebanon, Mason, Monroe, and Springboro. The Warren County Commissioners have no approval authority over the CRA programs of these municipalities; therefore, the TIRC only echoes the recommended action of the local municipalities.

The local jurisdictions were satisfied with the performance of their particular CRA programs in all cases and were in favor of continuation. The communities spent time discussing the CRA agreements' respective job creation and payroll metrics as well as capital investment. Only a few CRAs were reported as underperforming but do not raise concern, as the community is committed to working with the various entities to move toward compliance. Each community believes the CRA program to be a very useful tool for fostering future growth.

The County Commissioners have final approval of all CRA agreements within the Townships of Warren County. The TIRC reviewed one agreement, executed in 2021, within the Turtlecreek Township West CRA that was established in 2018. The agreement is with CFPN Ohio, LLC and is in relation to the Encore Park development. The TIRC recommended continuation of the CRA and Agreement #1 in Turtlecreek Township West.

CFPN Ohio, LLC: In Compliance – CFPN Ohio, LLC is the developer of the 296-acre site along State Route 63 that was formerly owned by the Ohio Department of Rehabilitation and Corrections. The agreement calls for \$116,000,000 in investment, 1,200 new jobs and \$45 million in newly generated payroll. The project closed in October 2021, with 2022 as the first year of true reporting. The agreement works in phases, with buildings coming online upon completion. The first year to capture employment and payroll metrics is anticipated to be 2025 and will be reported to the TIRC in 2026.

The following is a listing, by CRA Zone, of the agreements reviewed by the TIRC:

Company	School District	Agreement Date	Expiration Date
Turtlecreek Township			
CFPN Ohio, LLC	Lebanon	May 2021	2045

Tax Increment Financing Program

The TIRC reviewed the TIF Program projects for the cities, villages and townships of Carlisle, Deerfield Township, Hamilton Township, Maineville, Mason, Monroe, Loveland, South Lebanon, and Turtlecreek Township. As with the Community Reinvestment Areas, the Warren County Commissioners have no approval authority for this program. The TIRC action is reported directly to those municipalities and townships to accompany their annual report to the Ohio Development Service Agency. Each TIF discussed was performing and generating the appropriate revenue as prescribed, and debt service was being met through TIF proceeds. The request and approved action by the TIRC was to accept all TIF districts in compliance and to recommend their continuation.

The TIRC reviewed the TIF project within Warren County created for Miami Valley Gaming. The Miami Valley Gaming TIF has been amended to reflect a 100% abatement to run the remaining course of the full 30 years per the agreement. A list of projects that are being contemplated for the TIF funds was presented to the TIRC. The TIRC recommended continuation of the Miami Valley Gaming TIF.

Enterprise Zone Program

The County Commissioners have final approval of all Enterprise Zone Agreements in Warren County. The TIRC reviewed one active agreement for 2023, located within the City of Lebanon. The company evaluated, Lebanon Senior Partners, LLC, reported job creation metrics that fell below the agreement benchmarks but had surpassed in annual payroll numbers and average salaries. Lebanon Senior Partners, LLC experienced delays in job creation due to COVID and is showing improvement from 2022 reporting.

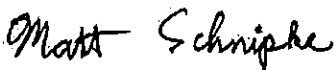
Lebanon Senior Partners, LLC: In compliance – Lebanon Senior Partners, LLC was in their third year of monitoring for the agreement. The project construction was completed in 2021 and hiring continues. While they are underperforming in their job creation metrics, annual payroll is at \$2,509,900 and currently surpasses the agreement by \$409,9000. Economic Development staff will continue to monitor the gap in job creation as the company works to hit the projected 65 jobs, as outlined in the agreement.

The following is a listing, by Enterprise Zone, of the agreements the TIRC reviewed:

Company	School District	Agreement Date	Expiration Date
City of Lebanon			
Lebanon Senior Partners, LLC	Lebanon	April 2020	2030

If the Board would like to see the figures for the companies reviewed, have any questions pertaining to the programs, or need further information, we are happy to provide.

Sincerely,



Matt Schnipke

Director

Warren County Department of Development

Resolution

Number 24-0369

Adopted Date March 12, 2024

APPROVING AND AUTHORIZING THE BOARD TO SIGN THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES LOCAL WORKFORCE DEVELOPMENT SYSTEM SUBGRANT AGREEMENT.

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners enter into a Subgrant agreement with the Ohio Department of Job and Family Services (ODJFS), beginning July 1, 2023 and ending on June 30, 2025, in order to define the roles and responsibilities of the parties and to identify the term, conditions and requirements for the administration and use of the Subgrant funds that will be provided under the Agreement for the workforce development activities in the Local Area; and

WHEREAS, it is anticipated that making services available through this grant will provide residents of the Local Area access to skills training and help in overcoming employment barriers, improving the quality of the State and Local Area's workforce and enhancing the productivity and competitiveness of the State and Local economy.

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and shall execute an agreement with the Ohio Department of Job and Family Services in order to acknowledge the requirements of this Agreement and in furtherance of this Agreement the Area 12 Workforce Development Board shall receive grant funds from the State in an amount that shall be determined in accordance with the methods developed by the Ohio Department of Job and Family Services. Copy of agreement attached hereto and made a part hereof.

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


Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Ohio Department of Job and Family Services
Area 12 WDB (BCW/Workforce)
Workforce Development Board (file)

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
LOCAL WORKFORCE DEVELOPMENT SYSTEM
SUBGRANT AGREEMENT**

G-2425-15-0166

RECITALS:

This Subgrant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS) and representatives of Local Workforce Area 12 is hereby created pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), codified in Title 29, Chapter 32 of the United States Code (USC) and Section 5101.20 of the Ohio Revised Code (ORC), to define the roles and responsibilities of the parties with respect to the funds allocated to the Local Workforce Area by ODJFS for the administration of employment and training programs and workforce development activities.

Local Workforce Area 12 representatives include Butler, Clermont, and Warren County Board of Commissioners (SUBGRANTEE), who are the Chief Elected Officials of Local Workforce Area 12, and the Local Workforce Development Board (LWDB) members for Local Workforce Area 12. Warren County Board of County Commissioners (AGENT) is designated by the Chief Elected Officials to serve as the Fiscal Agent for purposes of this Agreement. The AGENT's UEI number is E4Y8XE4L9KZ1.

For purposes of this Agreement, ODJFS is the "pass-through entity", funds provided hereunder are "Subgrant" funds, and SUBGRANTEE is the "subrecipient" as those terms are defined in the United States Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular," Title 2, Part 200 of the Code of Federal Regulations (CFR), and the corresponding United States Department of Labor (DOL) regulations, in 2 CFR 2900.

SUBGRANTEE is the party identified in Section 107(d)(12)(B)(i)(II) of WIOA as the entity accountable for the funds allocated under WIOA Sections 128 and 133 and this Agreement. In addition to other responsibilities specified herein, SUBGRANTEE, LWDB, and AGENT must ensure that expenditures of Subgrant funds are for allowable, reasonable, and necessary costs associated with delivery of workforce development programs, services, and activities in the Local Workforce Area.

This Subgrant Agreement is applicable to all funds allocated to the Local Workforce Area for the operation of the local workforce development system and to carry out workforce development employment and training programs, including WIOA Title I programs, Reemployment Services and Eligibility Assessments (RESEA) services, and the Comprehensive Case Management and Employment Services Program (CCMEP). Expenditures of Temporary Assistance for Needy Families (TANF) funds authorized by the Department of Health and Human Services allocated to the Local Workforce Area for CCMEP services are also authorized under this Agreement, as are funds allocated for ODJFS' share of costs under the Local Workforce Area Memorandum of Understanding.

The federal CFDA/Assistance Listing numbers and federal authorities for the funds authorized under this Agreement are listed in the table below. ODJFS receives allotments of the of funds authorized under this Agreement at different times throughout each State Fiscal Year, therefore, the federal award information for each funding source cannot be listed in this Agreement. As ODJFS receives and allocates each allotment, the grant award numbers, federal fiscal years, and program years for each award will be included in Budget Notices issued by the ODJFS Office of Fiscal and Monitoring Services, Bureau of County Finance and Technical Assistance and/or in Allocation Memoranda issued by the ODJFS Office of Workforce Development (OWD). Terms, conditions, and programmatic requirements specific to a particular grant authorized hereunder are included in policies and guidances and may also be included in Allocation Memoranda. The Subgrant funds awarded hereunder are not for research and development purposes.

CFDA Number (Catalog of Federal Domestic Assistance)/Assistance Listing	Award Title	Authority
17.207	Employment Service/Wagner-Peyser	Wagner-Peyser Act of 1933
17.245	Trade Adjustment Assistance	Trade Act of 1974, as amended, (19 USC 2271-2322)
17.258	WIOA Adult Program	WIOA Section 136(b)
17.259	WIOA Youth Activities	WIOA Section 136(a)
17.277	WIOA National Dislocated Worker Grants	WIOA Section 170(b)(1)

17.278	WIOA Dislocated Workers	WIOA Section 136(c)
17.225	Reemployment Services and Eligibility Assessments (RESEA)	Section 306 of the Social Security Act (42 USC 506)
17.804	Local Veterans' Employment Representative Program	Jobs for Veterans Act 38 USC 4104
93.558	TANF	Title IV-A of the Social Security Act (42 USC 602)

DEFINITIONS:

All definitions will be consistent with applicable federal and state laws and rules, which include, but are not limited to, those cited within the definitions and in Article I, Section B of this Agreement.

- A. **Chief Elected Officials:** When used in reference to a Local Workforce Area, is the chief elected executive officers of the units of general local government in a Local Workforce Area.
- B. **Comprehensive Case Management and Employment Program (CCMEP)** – Statewide initiative to improve employment and educational outcomes for low-income youth and young adults through the aligned delivery of WIOA Youth and TANF programs. Participating local workforce development boards, WIOA Youth providers, and county departments of job and family services (CDJFSs) collaborate to implement CCMEP strategies.
- C. **Fiscal Agent (AGENT):** An entity appointed by a Local Workforce Area's chief elected officials to be responsible for the administration and disbursement of funds allocated under WIOA for workforce development activities in the Local Workforce Area. WIOA Section 107(d)(12)(B)(i)(II) maintains that designation of a fiscal agent does not relieve the chief elected officials from liability for misuse of funds.
- D. **Infrastructure Costs:** Per WIOA Section 121(h)(4), are the nonpersonnel costs necessary for the general operation of an OhioMeansJobs (aka "One-Stop") center to be shared by the LWDB and local partners per the Local Workforce Area Memorandum of Understanding. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.
- E. **Local Workforce Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- F. **Local Workforce Area Memorandum of Understanding (MOU):** Required under section 121(c) of WIOA, it is an agreement negotiated and entered into by the local WDB and local partners in agreement with the Chief Elected Officials in a local area. The MOU describes how the parties will provide services and share costs related to the operation of the local workforce development system.
- G. **Local Partners:** The entities referred to in WIOA Section 121(b) as "Required" and "Additional" partners that carry out workforce programs and activities through a local workforce development system.
- H. **Local WIOA Plan:** The local workforce development plan created by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes: the local workforce development system and the programs and services delivered through it; an analysis of the workforce in the Local Workforce Area, and the workforce needs; and the strategies to align service delivery among core programs in a manner consistent with the State Combined WIOA Plan that will achieve performance goals.
- I. **Local Workforce Development Board (LWDB):** The board established by chief elected officials per WIOA Section 107 to set policy and to be responsible for administration and oversight of the local workforce development system in collaboration with the required and additional partners and local workforce stakeholders.
- J. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which WIOA and other employment and training program services are made available to job seekers and employers in a Local Workforce Area.
- K. **OhioMeansJobs Center:** The physical site in which the programs, services, and activities of the local workforce development system are made available to individuals and to employers in accordance with WIOA Section 121(e). The OhioMeansJobs centers are referred to as "One-Stops" in WIOA and are co-branded as "American Job Centers (AJCs)".

- L. **Planning Region:** Geographic region of the state that may include one or more Local Workforce Areas and in which workforce development activities and resources will be coordinated to more effectively serve individuals and employers and promote economic growth.
- M. **Reemployment Services and Eligibility Assessment (RESEA):** A federal grant program designed to allow states to provide intensive reemployment assistance to individuals who are receiving unemployment benefits and are determined likely to exhaust their benefits before becoming reemployed. Program authorized under Section 306 of the Social Security Act (42 USC 506) to serve Unemployment Insurance Claimants deemed unlikely to return to work.
- N. **Regional Plan:** A four-year action plan, developed by the LWDBs and chief elected officials in a planning region, that will serve to develop, align, and integrate the region and local area's job driven workforce development systems, and provides the platform to achieve the local area's visions and strategic and operational goals.
- O. **State Infrastructure Funding Mechanism –** Per WIOA Section 121(h), if the LWDB and chief elected officials fail to reach a consensus with local required partners on how infrastructure costs will be shared, the State must determine each partner's proportionate share of infrastructure costs.
- P. **State WIOA Plan:** The combined state workforce plan developed in accordance with WIOA Section 103, and approved by DOL that outlines the programs, services, strategies and performance goals for the statewide workforce development system.
- Q. **State TANF Plan:** The current *Temporary Assistance for Needy Families (TANF) Program State Title IV-A Plan* developed pursuant to 42 USC 602 and approved by HHS that describes Ohio's TANF programs and services and outlines service delivery for those programs and services in accordance with TANF requirements.
- R. **State Workforce Development Board:** The Ohio Governor's Executive Workforce Board, established by the Ohio Governor pursuant to ORC Section 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio's workforce system.
- S. **Subgrantee:** Local Workforce Area chief elected officials. For purposes of this Agreement, "subgrantee" has the same meaning as "grantee" as defined in ORC Section 5101.20(A)(3) and "grant recipient" as defined in WIOA Section 107(d)(12)(B).
- T. **Temporary Assistance for Needy Families (TANF):** Programs authorized under Title IV-A of the Social Security Act and regulated under 45 CFR Part 260 that provide benefits and services designed to meet one of the four TANF purposes identified in 45 CFR 260.20 to eligible individuals.
- U. **Workforce Development Activity:** As defined in WIOA Section 3 and ORC Section 6301.01, a program, grant, or other function with the primary goal to achieve one or more of the following:
1. Help individuals maximize employment opportunities;
 2. Help employers gain access to skilled workers;
 3. Help employers retain skilled workers;
 4. Help develop or enhance the skills of incumbent workers;
 5. Improve the quality of the state's workforce;
 6. Enhance the productivity and competitiveness of the state's economy.
- V. **Workforce Innovation and Opportunity Act (WIOA):** Enacted in July 2014 to supersede the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers. 29 USC Chapter 32.
- W. **Workforce Innovation and Opportunity Act Policy Letters (WIOAPLs):** ODJFS' interpretation of WIOA rules and regulations as they pertain to Local Workforce Areas and other ODJFS policies applicable to employment and training services funded under this Agreement.

- X. **Terms Relevant to Federal Audits and Cost Principles:** For purposes of this Agreement, the terms "awarding agency," "equipment," "real property," "subgrant," "supplies," "suspension," "termination" "auditee," "auditor," "audit finding," "CFDA number," "federal award," "federal program," "internal control," "management decision," "non-profit organization," "pass-through entity," and "single audit," have the same meanings as 2 CFR Part 200, Subpart A.

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of this Agreement is to define the roles and responsibilities of the parties and to identify the terms, conditions, and requirements for the administration and use of the Subgrant funds authorized under this Agreement.
- B. SUBGRANTEE, LWDB, and AGENT will ensure that funds provided under this Agreement are expended for employment and training programs and related workforce development activities in accordance with terms of this Agreement and with all applicable federal, state, and ODJFS requirements and restrictions—including, but not limited to:
1. The federal laws that authorize the expenditure of funds for each program administered by the Local Workforce Area under this Agreement.
 2. WIOA (29 USC Chapter 32) and all corresponding federal regulations in CFR Title 20.
 3. The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, aka "OMB Omni-Circular" (2 CFR Part 200) and the corresponding DOL regulations (2 CFR 2900) and, as applicable, the HHS exceptions (45 CFR 75).
 4. Section 5101:9-31-01 of the Ohio Administrative Code (OAC).
 5. The Local WIOA Plan, the Regional Plan, and the State WIOA Plan.
 6. The applicable sections of ORC Chapters 307, 5101 and 6301.
 7. As applicable, the approved State TANF Plan developed pursuant to 42 USC 602.
 8. The applicable terms and conditions of each federal grant award—including any amendments.
 9. All federal and state confidentiality provisions—including, but not limited to—those listed in Article XIV of this Agreement.
 10. As applicable, any Executive Orders issued by the President of the United States or by the Ohio Governor.
 11. DOL and HHS Guidance Letters.
 12. ODJFS Policies, Guidance Letters, and Procedure Manuals.
 13. DOL-approved statutory waivers for WIOA funds.
 14. The applicable provisions of the current appropriations act.
 15. Approved performance measures and negotiated standards.
 16. Terms, conditions, and instructions included in allocation letters.
 17. The Local Workforce Area MOU.
- C. Scott France, or his successor is the ODJFS Agreement Manager for purposes of the mandatory formula funds authorized under this Agreement. For other subawards authorized under this Agreement, ODJFS will identify the project or program managers with responsibility for oversight. The ODJFS Agreement manager or ODJFS project and program managers may periodically communicate specific requests and instructions concerning the performance of activities described in this Agreement. SUBGRANTEE, LWDB, and AGENT will comply with any instructions or requests to the satisfaction of ODJFS within 10 days after receipt of the

instructions or requests. All parties expressly understand that any instructions are strictly to ensure the successful completion of the employment and training programs and related workforce development activities authorized herein and are not intended to amend or alter this Agreement or any part thereof. SUBGRANTEE, LWDB, or AGENT will promptly notify the ODJFS Agreement Manager per Article XI if it is believed that any instructions or requests would materially alter the terms and conditions of this Agreement. When or if such communication is received by the ODJFS Agreement Manager, if appropriate, the ODJFS Agreement Manager will initiate an amendment allowed by Article XII to incorporate any changes to the terms and conditions of this Agreement. SUBGRANTEE, LWDB, and AGENT agree to consult with the ODJFS Agreement Manager as necessary to ensure comprehension of Subgrant activities and the successful completion thereof.

D. Expenditure of Public Funds for Offshore Services

1. Pursuant to Governor's Executive Orders 2019-12D and 2022-02D, SUBGRANTEE, LWDB, and AGENT must ensure that no subcontractors nor subgrantees that will be paid with funds provided from ODJFS under this Agreement complete any work outside of the United States and that no data from programs or activities funded under this Agreement will be stored outside of the United States. SUBGRANTEE, LWDB, and AGENT also must ensure that no services from or investments in Russian institutions or companies will be purchased under this Agreement. Therefore, SUBGRANTEE, LWDB, and AGENT must require assurances from all subcontractors and subgrantees that no work will be performed outside of the United States, no data will be stored outside of the United States, and no services from or investments in Russian institutions or companies will be purchased under this Agreement.
2. SUBGRANTEE, LWDB, and AGENT understand and agree to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE, LWDB, AGENT, or any of their subcontractors under this Agreement, and ensure that no services shall be changed or shifted to a location outside of the United States.
3. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE, LWDB, AGENT, or any of their subcontractors or subgrantees performed outside of the United States or that violate Governor's Executive Order 2022-02D. Any such violation will be treated as a material breach of the Agreement. SUBGRANTEE, LWDB, and AGENT shall immediately return all funds paid for those services to ODJFS. In addition, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE, LWDB, and AGENT.

- E. SUBGRANTEE, LWDB, and AGENT expressly understand that any information that documents performance of a partner program (e.g., participant counts, placement rates, expenditures) and is intended for public distribution must be reviewed and authorized by the partner entity prior to publication or distribution. This restriction is applicable to information distributed via any communication medium—including annual reports, press releases, news articles, public web pages, and social media.**

ARTICLE II. ODJFS RESPONSIBILITIES

ODJFS will:

- A. Allocate or issue funding under this Agreement in accordance with the terms and conditions herein and with the applicable provisions of WIOA and other programs funded under this Agreement.
- B. Certify LWDB every two years, provided that LWDB continues to meet the criteria established by ODJFS in accordance with WIOA Section 107(b) and Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) 15-17.
- C. Review the State WIOA Plan every two years and revise as necessary in accordance with WIOA Section 102. Upon DOL approval, ODJFS will make the revisions available to SUBGRANTEE and LWDB for use in the review of the Local WIOA Plan per WIOA Section 108.
- D. Develop state adjusted performance accountability measures and support negotiations with Local Workforce Area representatives to develop adjusted local performance accountability measures per WIOA Section 116, 20 CFR Part 677, and WIOAPL 17-02.

- E. Monitor SUBGRANTEE, LWDB, and AGENT activities and expenditures under this Agreement to ensure compliance with WIOA Section 184, Wagner-Peyser, the OMB Omni-Circular (2 CFR Part 200), the terms and conditions of the federal awards, state and local performance accountability standards, the nondiscrimination provisions of WIOA Section 188, and all other applicable state and federal laws, requirements, and restrictions as described in Article I of this Agreement.
- F. If necessary, take action against SUBGRANTEE, LWDB, and AGENT pursuant to WIOA Section 184(b), ORC 5101.241, and OAC 5101:9-31-01 for noncompliance with federal or state requirements or restrictions as described in Article I. Any such ODJFS action will be taken in accordance with WIOA Section 184(b), WIOA Section 116(g) with respect to performance accountability standards, and ORC 5101.241 with respect to both performance and expenditures. ODJFS will provide the appropriate written notice to the county auditor(s), SUBGRANTEE, LWDB, and AGENT. SUBGRANTEE may request an administrative review of a proposed action. The request must be submitted in accordance with Section D of ORC 5101.241.
- G. If necessary, implement the State Infrastructure Funding Mechanism in accordance with WIOA Section 121(h), 20 CFR 678.731, and WIOAPL 16-06.

ARTICLE III. SUBGRANTEE RESPONSIBILITIES

With respect to WIOA and the local workforce development system, SUBGRANTEE responsibilities include, but are not limited to:

- A. **Intergovernmental Agreements** - Per 20 CFR 683.710, if the Local Workforce Area includes more than one unit of government, the chief elected officials of each local jurisdiction must execute an agreement that specifies the distribution of liability for funding provided hereunder and meets the requirements of WIOAPL 15-18.1. Such an agreement must not remove liability from 1 chief elected official and place it on another. WIOA Section 107(d)(12)(B)(i) specifies that only the agreement of the Governor to assume liability in place of a chief elected official will relieve a chief elected official from liability for WIOA funds.
- B. **Local Workforce Development Board** - With respect to the LWDB, SUBGRANTEE must:
1. Establish by-laws in accordance with 20 CFR 679.310 for local workforce development board membership, participation, administration, and function.
 2. Appoint LWDB members in accordance with WIOA Section 107, state criteria, and the local by-laws. Once appointed, follow the process to obtain certification from the Ohio Governor or the Governor's designee.
 3. Ensure that the LWDB enters into good faith negotiations with local partners to execute a Local Workforce Area MOU in accordance with WIOA Section 121 and with WIOAPL 16-11.1.
- C. **Local WIOA Plan** – Work in partnership with the LWDB to develop, and every two years review, a local WIOA plan consistent with the State WIOA Plan, WIOA Section 108 requirements, 20 CFR 679.550, and WIOAPL 16-03.
- D. **Local Performance Accountability Measures** – In collaboration with LWDB, negotiate and review every two years, local performance accountability measures with the Ohio Governor or the Governor's designee in accordance with WIOA section 116(c), 20 CFR Part 677, WIOAPL 17-02, and the state adjusted levels of performance listed in the State WIOA Plan. Local performance measures will be included in the local WIOA plan.
- E. **Regional Plan** – In partnership with LWDB, collaborate with the chief elected officials and LWDB members of other Local Workforce Areas in SUBGRANTEE's planning region to develop a Regional Plan and to execute a regional planning agreement in accordance with WIOA Section 106(c), 20 CFR 679.510 – 20 CFR 679.540, and WIOAPL 16-03.
- F. SUBGRANTEE will ensure that any individual identified as an official representative of the Local Workforce Area with the ability to bind SUBGRANTEE through contracts and other agreements for workforce development activities or related purposes has been authorized to do so by an official act of SUBGRANTEE, such as a resolution, motion, or similar action.
- G. SUBGRANTEE will ensure the prompt reimbursement of funds due to ODJFS, pursuant to ORC 5101.241(C), for payment to any entity as a result of an adverse audit finding, adverse quality control finding, final disallowance

of federal financial participation (FFP), or other sanction or penalty for which SUBGRANTEE, its subrecipients, contractors and/or vendors are responsible.

- H. SUBGRANTEE will take prompt corrective action, including the recapture of funds when necessary, in the event of an adverse finding, sanction, or penalty by ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law.
- I. SUBGRANTEE will ensure the bonding of every officer, director, agent, or employee authorized to receive or deposit funds provided hereunder or to issue financial documents, checks, or other instruments of payment for workforce development activities funded hereunder to provide adequate protection against loss per OAC 5101:9-31-01.

ARTICLE IV. LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB) RESPONSIBILITIES

- A. As applicable, per WIOA Section 107 and 20 CFR 679.370, LWDB will:
 - 1. In collaboration with SUBGRANTEE, develop, and every two years review, the Local WIOA Plan, which must be consistent with the State WIOA Plan, WIOA Section 108 requirements, and 20 CFR 679.550. If the Local Workforce Area is part of a planning region, LWDB will work in partnership with SUBGRANTEE and other local workforce development boards and chief elected officials in the planning region to renew the Regional Plan and regional planning agreement in accordance with WIOA Section 106(c), 20 CFR 679.510 – 20 CFR 679.540, and WIOAPL 16-03.
 - 2. Conduct workforce research and regional labor market analysis.
 - 3. Convene local workforce development system stakeholders to identify nonfederal expertise and resources to leverage support for workforce development activities.
 - 4. Lead efforts to engage employers in the local workforce development system.
 - 5. Collaborate with secondary and post-secondary education programs to align employment, education, training, and supportive services into career pathway systems.
 - 6. Lead local efforts to identify and promote proven and promising strategies to meet the needs of employers, workers, and jobseekers in the Local Workforce Area.
 - 7. Develop strategies for the use of technology to maximize accessibility and the effectiveness of the local workforce development system.
 - 8. Conduct oversight and monitoring of CCMEP/Youth workforce investment activities providers, training providers, and OhioMeansJobs center operators, and, if applicable, career services providers to ensure compliance with WIOA and all applicable federal and state rules and requirements pertaining to employment and training programs and related workforce development activities and expenditures funded under this Agreement.
 - 9. In collaboration with SUBGRANTEE, negotiate and review every two years, local performance accountability measures with the Ohio Governor or the Governor's designee in accordance with WIOA section 116(c), 20 CFR Part 677, WIOAPL 17-02, and the state adjusted levels of performance identified in the State WIOA Plan. Local performance measures will be included in the Local WIOA Plan.
 - 10. With respect to OhioMeansJobs center operator(s) and service providers:
 - a. Competitively select OhioMeansJobs Center operator(s) every four years in accordance with WIOA Section 121(d), 20 CFR 678.605, and WIOAPL 16-08. ODJFS does not have the authority to grant a waiver of the requirement for competitive selection or an extension of the four-year limitation on OMJ Center operator contracts.
 - b. Competitively select local CCMEP/Youth provider(s) every four years in accordance with WIOA Section 123, 20 CFR 681.400, and WIOAPL 17-03. ODJFS does not have the authority to grant a waiver of the requirement for competitive selection of CCMEP/Youth providers. However, LWDB may submit to ODJFS a request for waiver of the four-year limitation on CCMEP/Youth provider contracts imposed per WIOAPL 17-03 in the event of extenuating circumstances that require a contract extension for an additional year.

- c. Identify eligible providers of career services in accordance with WIOA Section 134(c)(2) and eligible providers of training services in accordance with WIOA Section 122 and WIOAPL 16-02.1. Collaborate with the State to ensure sufficient numbers and types of career and training service providers in order to meet consumer choice requirements.
 11. Coordinate activities with education and training providers in the Local Workforce Area, including: providers of workforce investment activities; providers of adult basic and literacy education activities; providers of career and technical education; and local Rehabilitation Act programs.
 12. Develop a budget for LWDB activities with approval of SUBGRANTEE and provide direction to AGENT on disbursement of local funds per WIOA Section 107(d)(12).
 13. Conduct an annual assessment of the physical and programmatic accessibility of all OhioMeansJobs centers in the Local Workforce Area in accordance with, as applicable, WIOA Section 188 and the Americans with Disabilities Act of 1990, 42 USC 12101.
 14. Certify OhioMeansJobs Centers in accordance with WIOA Section 121(d) and WIOAPL16-10.
- B. In accordance with WIOA Section 107(h) regarding conflicts of interest, a member of an LWDB, or a member of a standing committee, as applicable, may not:
1. Vote on a matter under consideration by LWDB:
 - a. Regarding the provision of services by the member (or by an entity that such member represents); or
 - b. That would provide direct financial benefit to the member or the immediate family of such member.
 2. Engage in any other activity determined by the Ohio Governor or the Governor's designee to constitute a conflict of interest.
- C. As required under the "sunshine provision" in WIOA Section 107(e), and in accordance with 20 CFR 679.390, LWDB will conduct business in an open manner by making information about the LWDB activities available to the public on a regular basis through electronic means and open meetings.
- D. LWDB will negotiate with local partners in collaboration with SUBGRANTEE to execute a Local Workforce Area MOU in accordance with WIOA Section 121(c). If negotiations fail to reach a consensus on infrastructure costs by May 31 of the current state fiscal year, LWDB will notify ODJFS in accordance with WIOAPL 16-06.
- E. LWDB will conduct ongoing evaluations of workforce development activities per WIOA Section 116(e) as well as collect and provide data to ODJFS and DOL or their subcontractors as necessary for state and federal evaluation activities.
- F. In a timely manner, inform any newly elected SUBGRANTEES of responsibilities and liabilities regarding WIOA and the local workforce development system. Review and update existing written agreements when necessary.
- G. The LWDB has chosen to participate in CCMEP, collaborate with county CCMEP agencies as needed to develop a local CCMEP plan.
1. In order to coordinate CCMEP activities, the LWDB's decision to participate in CCMEP shall be applicable to all counties within the Local Workforce Area. LWDB must authorize the use of WIOA Youth funds to support CCMEP in order for the Local Workforce Area to receive TANF funds for CCMEP.
 2. The LWDB's execution of the Authorization to Support CCMEP, included as Attachment A hereto, or the LWDB's execution of an equivalent authorization form, will serve as evidence of the LWDB's decision to participate in CCMEP, and to authorize the use of WIOA Youth funds to support CCMEP. Attachment A shall be incorporated herein by reference.

ARTICLE V. FISCAL AGENT RESPONSIBILITIES

AGENT is designated by SUBGRANTEE as required under OAC 5101:9-31-01(E)(4) to manage local funds under the direction of LWDB and/or SUBGRANTEE. Generally, per 20 CFR 679.420, AGENT will be responsible for the following functions:

- A. Receive funds;
- B. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget (OMB) circulars, WIOA, the corresponding federal regulations, and state policies;
- C. Respond to audit financial findings;
- D. Maintain proper accounting records and adequate documentation;
- E. Prepare financial reports; and
- F. Provide technical assistance to subrecipients with regard to fiscal issues.

ARTICLE VI. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from the date of the signature of the ODJFS Director for a performance period of July 1, 2023 through June 30, 2025, unless this Agreement is suspended or terminated prior to the expiration date.
- B. In addition to Section A above, it is expressly understood by ODJFS, SUBGRANTEE, LWDB, and AGENT that this Agreement will not be valid and enforceable until the Director of the Ohio Office of Budget and Management certifies, pursuant to ORC 126.07 that there is a sufficient balance in the appropriation that has not already been allocated to pay current obligations.

ARTICLE VII. FUNDING

- A. Funds provided under this Subgrant Agreement will be allocated via electronic funds transfer (EFT) through the County Finance Information System (CFIS). An EFT will generate an alert in CFIS. ODJFS will issue a corresponding budget notice, and, if appropriate, an allocation memorandum with terms, conditions, and time periods for spending. The specific dollar amounts of the allocations will be determined by ODJFS in accordance with the authorizing federal statutes and funding agreements for each funding source authorized under this Agreement.
- B. SUBGRANTEE, LWDB, and AGENT expressly understand that no financial obligations may be incurred under this Agreement until the terms listed in ARTICLE VI, Section B, have been met and until allocations and budget notices have been issued to the Local Workforce Area for all programs authorized under this Agreement.
- C. SUBGRANTEE, LWDB, and AGENT expressly agree that costs incurred under this Agreement will not exceed the amounts or subaward periods specified in the budget notices. Further, SUBGRANTEE, LWDB, and AGENT expressly agree to comply with the limitations prescribed by the authorizing statute, related funding agreement, and this Agreement with respect to expenditures.
- D. The authorizing statute and/or funding agreement for each funding source sets forth guidelines and limits for administrative costs. Administrative expenditures from WIOA Youth and Adult/Dislocated Worker funds (under WIOA Sections 128 and 133, respectively) are limited to 10% of the total amount allocated to the Local Workforce Area. Administrative costs for RESEA follow the WIOA definition of administrative costs. Per 20 CFR 683.215, WIOA administrative costs are those associated with:
 - 1. Overall general administrative functions and coordination of those functions, including:
 - a. Accounting, budgeting, financial and cash management.
 - b. Property management.
 - c. Personnel management.
 - d. Payroll.

- e. Resolution of findings from audits, reviews, investigations, and incident reports.
 - f. Audits.
 - g. General legal services.
 - h. Development of systems and procedures for administrative functions.
 - i. Fiscal agent responsibilities.
2. Oversight and monitoring related to WIOA administrative functions.
 3. Costs of goods and services required for administrative functions.
 4. Travel costs incurred for performance of administrative activities.
 5. Costs of information systems related to administrative functions.
 6. Awards to subrecipients or contractors that are solely for administrative functions.
- E. SUBGRANTEE, LWDB, and AGENT acknowledge and expressly agree that funds authorized hereunder for ODJFS' proportionate share of costs as a local partner shall be spent in accordance with the Local Workforce Area MOU.
- F. SUBGRANTEE, LWDB, and AGENT will ensure that separate accounting records are maintained for each funding source authorized hereunder.
- G. SUBGRANTEE, LWDB, and AGENT will ensure that Local Workforce Area MOU costs are reconciled and communicated to the local partners in accordance with the Local Workforce Area MOU on at least a quarterly basis per 20 CFR 678.715 and 20 CFR 678.720.
- H. SUBGRANTEE, LWDB, and AGENT will secure prior approval from the federal funding authority or ODJFS for a Local Workforce Area indirect cost allocation plan or inclusion in a county-wide cost allocation plan maintained by the county board of commissioners in order for indirect costs to be reimbursable hereunder.
- I. SUBGRANTEE, LWDB, and AGENT agree to maintain and utilize a procurement system for purchases of all goods and services paid with funds provided hereunder and further agree to conduct procurement transactions in accordance with the procurement and acquisition standards in OAC Chapter 5101:9-4-02 as well as federal procurement requirements (2 CFR 200.318 through 2 CFR 200.320). In the event of a conflict between federal, state, and local procurement standards, the most restrictive standards will be followed.
- J. SUBGRANTEE, LWDB, and AGENT will ensure prompt payment of employment-related costs—including, but not limited to—unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, public employment retirement system contributions, and any other employer taxes and payroll deductions required by law or contract for all employees, trainees, work experience participants, and anyone who receives monetary benefits as a result of participation in workforce investment programs.
- K. SUBGRANTEE, LWDB, and AGENT understand that availability of funds is contingent on appropriations made by the Ohio General Assembly, DOL, or HHS. If at any time the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, ODJFS may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly, DOL, or HHS fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- L. **Standards for Financial and Program Management** – Pursuant to WIOA Section 184, SUBGRANTEE, LWDB, and AGENT, as subrecipients of federal funds, hereby expressly acknowledge obligations with respect to the funds provided under this Agreement pursuant to Subparts D and E of the OMB Omni-Circular, and, as applicable, the corresponding HHS exceptions (45 CFR 75) and DOL exceptions (2 CFR 2900), which include, but are not limited to:

1. **Period of Performance and Availability of Funds** – Pursuant to 2 CFR 200.309, 2 CFR 200.343 and, as applicable, the corresponding HHS provisions (45 CFR 75.309) and DOL provisions (2 CFR 2900.15), SUBGRANTEE, LWDB, AGENT, and any subrecipient(s) may charge to the award only costs resulting from obligations of the funding period specified in ARTICLE VI unless carryover of unobligated balances is permitted by the federal regulations that govern expenditures for a particular program.
 2. **Internal Controls** – SUBGRANTEE, LWDB, and AGENT will ensure that an internal control structure and written policies are maintained to protect personally identifiable and sensitive information, records, contracts, grant funds, equipment, tangible items, and other information that is readily or easily exchanged in the open market that DOL, ODJFS, SUBGRANTEE, LWDB, or AGENT considers to be sensitive. SUBGRANTEE, LWDB, and AGENT will further ensure that subcontractors or subrecipients have effective internal control structures, written policies, and safeguards in place. Internal controls for all recipients and subrecipients of WIOA Title I and Wagner-Peyser funds must be in accordance with 2 CFR 200.303, 20 CFR 683.220, and, as applicable, the corresponding HHS provisions (45 CFR 75.303).
 3. **Cost Sharing or Matching** – Any applicable cost sharing or matching requirements must be satisfied in accordance with 2 CFR 200.306, and, as applicable, 2 CFR 2900.8 and 45 CFR 75.306.
 4. **Program Income** – Per WIOA Section 194(7), income received by SUBGRANTEE, LWDB, or AGENT under any WIOA Title I program funded hereunder must be used to carry out the program. Further, SUBGRANTEE, LWDB, and AGENT will maintain financial records sufficient to determine the amount of such income received and the purposes for which the funds were expended. Program income received for other DOL programs and HHS activities funded under this Agreement will be subject to 2 CFR 200.307 and 45 CFR 75.307.
 5. **Real Property, Equipment, and Supplies** – SUBGRANTEE, LWDB, and AGENT expressly understand that written approval must be obtained from ODJFS prior to purchasing non-expendable personal property or equipment with a cost of Five Thousand and 00/100 Dollars (\$5,000.00) or more for administrative or programmatic purposes. Purchases of real property or new construction are prohibited as are loans of funds provided hereunder. Per WIOA Section 194(11), title use, and disposition of real property, equipment, and supplies will be in accordance with the following:
 - a. Real Property – 2 CFR 200.311, or, if applicable 45 CFR 75.318.
 - b. Equipment – 2 CFR 200.313, or, if applicable, 45 CFR 75.320.
 - c. Supplies – 2 CFR 200.314, or, if applicable, 45 CFR 75.321.
- M. Per 20 CFR 683.235, no WIOA Title I funds may be spent on construction, purchase of facilities or buildings, or other capital expenditures for improvements to land or buildings, except with prior written approval of the Secretary of DOL.
- N. Per 20 CFR 683.250, prohibited costs under WIOA Title I include:
1. The wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
 2. Public service employment, except as specifically authorized under WIOA Title I.
 3. Expenses prohibited under any other federal, state, or local law or regulation.
 4. Subawards or contracts with parties that are debarred suspended, or otherwise excluded from or ineligible for participation in federal programs or activities.
 5. Contracts with persons falsely labeling products as being made in America.
 6. Foreign Travel costs (prohibited for WIOA Adult, Dislocated Worker, and Youth funds).

ARTICLE VIII. RECORDS AND REPORTING

- A. SUBGRANTEE, LWDB, and AGENT will maintain complete and accurate records sufficient to fulfill reporting requirements, to assess performance, and to permit the tracing of funds at a level that is adequate to ensure that funds have not been spent unlawfully.
- B. SUBGRANTEE, LWDB, and AGENT will ensure that all records relevant to programs and activities funded hereunder are available during normal business hours and as often as needed for audit by federal and state government entities that include but are not limited to: DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials.
- C. SUBGRANTEE, LWDB, and AGENT will retain all records related to funds provided hereunder in accordance with 2 CFR 200.334 through 200.337, OAC 5101:9-9-21, and all state and federal record retention requirements for a minimum of 3 years after SUBGRANTEE receives the last allocation or payment issued under this Agreement. If an audit, litigation or similar action is initiated during this time period, the records must be retained until the action is concluded and all issues are resolved or until the end of the 3-year period, whichever is later.
- D. SUBGRANTEE, LWDB, and AGENT acknowledge, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records with the exception of wage records, those that contain personally identifiable information or otherwise deemed confidential under the federal or state laws that govern the collection and use of program information. ARTICLE XIV provides a list of confidentiality laws applicable to workforce development programs and generally outlines the roles and responsibilities with respect to confidentiality.
- E. SUBGRANTEE, LWDB, and AGENT will enroll and track participants and services in the ODJFS' case management system, Advancement through Resources, Information & Employment Services (ARIES) and the County Finance Information System (CFIS) WIOA Client Tracking. SUBGRANTEE, LWDB, and AGENT will further ensure that information is maintained in accordance with DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by ODJFS.
- F. **Maintenance of Additional Records** – Pursuant to WIOA Section 185(f), SUBGRANTEE, LWDB, and AGENT must maintain records with respect to programs and activities carried out under this title that identify:
1. Any income or profits earned, including such income or profits earned by subrecipients; and
 2. Any costs incurred that are otherwise allowable except for funding limitations.

ARTICLE IX. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of OMB Omni-Circular, 2 CFR 200.501 and, as applicable, the corresponding HHS requirements (45 CFR 75.501) and DOL requirements (2 CFR 2900), SUBGRANTEE, LWDB, and AGENT must have an entity-wide single audit and must send one copy of every audit report to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report.
- B. SUBGRANTEE, LWDB, and AGENT have additional responsibilities as an auditee under 2 CFR 200.508 and, as applicable, the corresponding HHS regulation (45 CFR 75.508), which include, but are not limited to:
1. Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509 and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
 2. Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
 3. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511.
 4. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

ARTICLE X. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS director, SUBGRANTEE, LWDB, and AGENT. The termination agreement must be adopted by resolution of SUBGRANTEE in order to be considered valid. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution.
 2. Any party to this Agreement may terminate after giving 90 days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other parties.
- B. Notwithstanding the provision of Section A of this Article, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE, LWDB or AGENT if:
1. ODJFS loses funding as described in ARTICLE VII.
 2. ODJFS discovers any illegal conduct on the part of SUBGRANTEE, LWDB or AGENT.
 3. SUBGRANTEE has violated any provision of ARTICLE XIII.
- C. Pursuant to ORC 5101.241 and 2 CFR 200.339, as applicable, if SUBGRANTEE, LWDB, AGENT, or any subrecipients materially fail to comply with any term of an award, federal statute or regulation, an assurance, a state plan or application, a notice of award, the terms of this Agreement, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the non-federal entity or more severe enforcement action by the federal awarding agency or pass-through entity.
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 3. Wholly or partly suspend or terminate the federal award.
 4. Submit a recommendation to the federal awarding agency for the initiation of suspension or debarment proceedings authorized under 2 CFR Part 180.
 5. Withhold further federal awards for the project or program.
 6. Take other remedies that may be legally available.
- D. SUBGRANTEE, LWDB, and AGENT, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Agreement.
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrant agreements correlated to the suspended or terminated Subgrant activities.
 3. Prepare and submit a report to ODJFS, as of the date that funding expires, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities.
 4. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by SUBGRANTEE, LWDB, or AGENT of any of the provisions, obligations, or duties embodied in this Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS, SUBGRANTEE, LWDB, or AGENT fails to perform any

obligation hereunder and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE XI. NOTICES

- A. All parties agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE, LWDB, AGENT, and the ODJFS Agreement Manager identified in ARTICLE I, Section C of this Agreement.
- B. Notices to ODJFS from SUBGRANTEE, LWDB, or AGENT regarding changes to the principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE, LWDB, or AGENT from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to the Local Workforce Area representatives at the addresses appearing on the signature page of this Agreement.
- D. All notices in accordance with Sections B and C of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE XII. AMENDMENT AND SUBGRANTS

- A. **Amendment** – This document will constitute the entire agreement among ODJFS, SUBGRANTEE, LWDB, and AGENT with respect to all matters herein. Only a document signed by the authorized representatives of all parties may amend this Agreement. ODJFS, SUBGRANTEE, LWDB, and AGENT agree that any amendments to laws or regulations cited herein, including the terms and conditions of the federal grants issued by the DOL or HHS will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. **Subawards**
 - 1. **Subgrants** – Any subgrants by SUBGRANTEE will be made in accordance with 2 CFR 200.201 and, if applicable, corresponding HHS exceptions, 45 CFR 75.352.
 - 2. **Suspension and Debarment** – In accordance with 2 CFR 200.214, 2 CFR Part 2998, and 45 CFR 75.213, SUBGRANTEE, LWDB, and AGENT will not make any award or permit any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under 2 CFR Part 180.
 - 3. **Procurement** – SUBGRANTEE, LWDB, AGENT must ensure that any and all subrecipients maintain a procurement system for purchases of all goods and services paid with funds provided hereunder in compliance with OAC rule 5101:9-4-07, as well as the federal procurement standards prescribed in 2 CFR 200.318 – 2 CFR 200.320, 2 CFR 415.1 and 45 CFR 75.327 – 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 - 4. **Monitoring and Reporting Program Performance**– SUBGRANTEE, LWDB, and AGENT must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 2 CFR 200.327, 200.328, and 200.329, and DOL exceptions at 2 CFR part 2900 and HHS exceptions, 45 CFR 75.342.
- C. **Duties as Pass-through Entity.** With respect to subawards of the funds received under this Agreement to another entity determined to be a subrecipient in accordance with 2 CFR 200.332, SUBGRANTEE, LWDB, and/or AGENT, serving as the pass-through entity, must:
 - 1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal award and subaward. Required information includes:

- a. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.332(a)(1).
 - b. All requirements imposed by the pass-through entity on the subrecipient to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.
 - c. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the federal awarding agency including identification of any required financial and performance reports;
 - d. An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in 2 CFR 200.414;
 - e. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
 - f. Appropriate terms and conditions concerning closeout of the subaward.
2. Evaluate each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, which may include consideration of such factors as:
 - a. The subrecipient's prior experience with the same or similar subawards;
 - b. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of 2 CFR 200.501, and the extent to which the same or similar subaward has been audited as a major program;
 - c. Whether the subrecipient has new personnel or new or substantially changed systems; and
 - d. The extent and results of federal awarding agency monitoring (e.g., if the subrecipient also receives federal awards directly from a Federal awarding agency).
 3. Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR 200.208.
 4. Monitor the subrecipient's activities as necessary to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and the terms/conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring must include:
 - a. Review of financial and performance reports required by the pass-through entity.
 - b. Follow-up to ensure that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - c. Issuance of a management decision for audit findings pertaining to the federal award provided to the subrecipient from the pass-through entity as required by 2 CFR 200.521.
 - d. Per 2 CFR 200.332(d)(4), resolution of audit findings specifically related to the subaward but not for crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of federal funding (e.g., debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR 200.513(a)(3)(vii). Such reliance does not eliminate responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

5. Depending upon the pass-through entity's assessment of risk posed by the subrecipient, the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - a. Training and technical assistance to subrecipient on program-related matters;
 - b. Performance of on-site reviews of the subrecipient's program operations; and
 - c. Arrangement of agreed-upon-procedures engagements as described in 2 CFR 200.425.
6. Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501.
7. Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
8. Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.339 for noncompliance of this part and in program regulations.

ARTICLE XIII. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS

By accepting the Subgrant funds provided hereunder and by executing this Agreement, SUBGRANTEE, LWDB, and AGENT hereby affirm current and continued compliance with each condition listed in this Article. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE, LWDB, or AGENT is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE, LWDB, and AGENT. Any funds paid by the State of Ohio under this Agreement for work performed before SUBGRANTEE, LWDB, and AGENT received such notice will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 1. **Federal Debarment Requirements** – SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals, LWDB, AGENT, any subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals, LWDB, AGENT, or subrecipients or subcontractors:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.
 2. **Mandatory Disclosures** – Pursuant to 2 CFR 200.113, SUBGRANTEE, LWDB, and AGENT must disclose in writing to ODJFS in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
 3. **Qualifications to Conduct Business** – SUBGRANTEE, LWDB, and AGENT each affirm that they and any and all subrecipients and subcontractors have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, LWDB, AGENT, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in the Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.

4. **Unfair Labor Practices** – SUBGRANTEE, LWDB, and AGENT, each affirm that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE, LWDB, AGENT, or a subrecipient as having more than 1 unfair labor practice contempt of court finding.
 5. **Finding for Recovery** – SUBGRANTEE affirms that SUBGRANTEE, its principals, LWDB, AGENT, or subrecipients or subcontractors are not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time SUBGRANTEE, LWDB, or AGENT are not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE, LWDB, and AGENT. SUBGRANTEE, LWDB, and AGENT will be entitled to compensation only for activities performed during the time the parties were in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when the parties were not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Americans with Disabilities** – SUBGRANTEE LWDB, AGENT, their officers, employees, members, subrecipients and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990, as amended and Section 504 of the Rehabilitation Act of 1973, as amended.
 2. **Fair Labor Standards and Employment Practices.**
 - a. SUBGRANTEE, LWDB, and AGENT each certify that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. Pursuant to WIOA Section 188, in carrying out this Agreement, SUBGRANTEE, LWDB, and AGENT will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. SUBGRANTEE, LWDB, and AGENT agree to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. SUBGRANTEE, LWDB, and AGENT agree to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.
 3. **Ethics Laws** – SUBGRANTEE, LWDB, and AGENT certify that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2019-11D pertaining to ethics. SUBGRANTEE, LWDB, and AGENT further agree that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
 4. **Nepotism** – Per 20 CFR 683.200:
 - a. No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
 - b. To the extent that an applicable state or local legal requirement regarding nepotism is more restrictive than 20 CFR 683.200, the state or local requirement must be followed.
 5. **Conflict of Interest** – In addition to the WIOA restrictions and requirements listed in Article IV, SUBGRANTEE, LWDB, and AGENT must comply with the following, as applicable:
 - a. When a local organization functions simultaneously in two or more roles, which may include AGENT, LWDB staff, OhioMeansJobs center operator, and direct provider of career or training services, then the SUBGRANTEE and LWDB, per 20 CFR 679.430, must execute a written agreement with the local organization that specifies how the organization will carry out its

responsibilities while maintaining compliance with WIOA, OMB Omni-Circular requirements, all other applicable federal and state rules and requirements, and the State's conflict of interest regulations listed in the subsections below. The agreement must be written in accordance with Section IV of WIOAPL 15-18.1.

- b. SUBGRANTEE, LWDB, and AGENT certify, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in such position, one or more personal monetary contributions in excess of \$1,000.00 to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous two calendar years.
 - c. SUBGRANTEE, LWDB, and AGENT agree to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE, LWDB, and AGENT further agree not to solicit an ODJFS employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43 and that SUBGRANTEE, LWDB, AGENT, their officers, members, and employees are compliant with ORC 102.04 and have filed a statement with the ODJFS Chief Legal Counsel if required under ORC 102.04(D)(2).
 - d. SUBGRANTEE, LWDB, and AGENT agree that SUBGRANTEE, LWDB, AGENT, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's, LWDB's or AGENT's functions and responsibilities under this Agreement. If SUBGRANTEE, LWDB, AGENT, their officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE, LWDB, and AGENT agree to immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. SUBGRANTEE, LWDB, and AGENT further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS determines that participation would not be contrary to public interest.
 - e. SUBGRANTEE, LWDB, and AGENT will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
6. **Lobbying Restrictions.**

- a. WIOA Section 195 prescribes the following prohibitions on lobbying:

- (1) **Publicity Restrictions-** No funds provided under WIOA shall be used for:
 - (a) Publicity or propaganda purposes; or
 - (b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat:
 - (i) The enactment of legislation before Congress or any State or local legislature or legislative body; or
 - (ii) Any proposed or pending regulation, administrative action, or order issued by the executive branch of State or local government.
- (2) **Exception -** Subparagraph (1) shall not apply to:
 - (a) Normal and recognized executive-legislative relationships;
 - (b) The preparation, distribution, or use of the materials described in Subparagraph (1)(b) in presentation to Congress or any State or local legislature or legislative body; or
 - (c) Such preparation, distribution, or use of such materials in presentation to the executive branch of any State or local government.

- (3) Salary Restrictions - No funds provided under WIOA shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.
 - (4) Exception - Subparagraph (3) shall not apply to:
 - (a) Normal and recognized executive-legislative relationships; or
 - (b) Participation by an agency or officer of a State, Local, or Tribal government in policymaking and administrative processes within the executive branch of that government.
 - b. SUBGRANTEE, LWDB, and AGENT each affirms that no federal funds paid to SUBGRANTEE, LWDB, or AGENT by ODJFS through this or any agreement have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. SUBGRANTEE, LWDB, and AGENT further certify compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.
 - c. If the amount of funds authorized hereunder exceeds One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE, LWDB, and AGENT each affirms that it has executed and filed Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions if required by federal regulations.
 - d. SUBGRANTEE, LWDB, and AGENT each agree to include the language of this certification in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.
 - e. SUBGRANTEE, LWDB, and AGENT each certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
7. **Child Support Enforcement** – SUBGRANTEE, LWDB, and AGENT each agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE, LWDB, AGENT, their employees, and subrecipients and subcontractors meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
 8. **Pro-Children Act** – If any activities funded hereunder call for services to minors, SUBGRANTEE, LWDB, and AGENT each agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
 9. **Drug-Free Workplace** – SUBGRANTEE, LWDB, AGENT, their officers, employees, members, subrecipients and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. SUBGRANTEE, LWDB, and AGENT will make a good faith effort to ensure that none of their officers, employees, members, subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
 10. **Work Programs** – SUBGRANTEE, LWDB and AGENT each agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.

11. **Jobs for Veterans Act** (38 USC 4215), as implemented by 20 CFR 1010 – To the extent possible, SUBGRANTEE, LWDB, and AGENT each agrees to provide priority of service to veterans and covered spouses for any qualified job training program.
12. **Buy American Requirements** (41 USC 8302) – To the greatest extent practicable, per WIOA Section 502, SUBGRANTEE, LWDB, and AGENT each agrees to use funds provided hereunder to purchase American made equipment and products.
13. **Salary and Bonus Limitations** – Per WIOA Section 194(15), SUBGRANTEE, LWDB, and AGENT each agrees to comply with all salary and bonus limitations.
14. **Environmental Protections** – SUBGRANTEE, LWDB, and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. SUBGRANTEE, LWDB and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan developed in compliance with the Energy Policy and Conservation Act (42 USC 6201). Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.
15. SUBGRANTEE, LWDB, and AGENT will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
16. If applicable, SUBGRANTEE, LWDB, and AGENT will comply with the provision of 2 CFR, Subtitle A, Chapter I, Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
17. Pursuant to 22 USC 7104(g), Trafficking Victims Protection Act of 2000, as amended, this Agreement may be terminated without penalty if SUBGRANTEE, LWDB, AGENT, or any subcontractor or subgrantee paid with funds provided hereunder:
 - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period this Agreement or any subcontracts or subagreements are in effect; or uses forced labor in the performance of activities under this Agreement or under any subcontracts or subagreements.
 - b. SUBGRANTEE, LWDB and AGENT agree that they shall notify, and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities.
18. Pursuant to Presidential Executive Order 13043 (April 16, 1997), *Increasing the Use of Seat Belts in the United States*, SUBGRANTEE, LWDB, and AGENT are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
19. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients*, SUBGRANTEE, LWDB, AGENT, and all subcontractors and subrecipients paid with funds provided hereunder are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.
20. **Rights to Inventions** – If applicable, if any products or services provided under this Agreement meet the definition of “funding agreement” under 37 CFR 401.2(a), and SUBGRANTEE, LWDB or AGENT enter into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the SUBGRANTEE, LWDB or AGENT must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
21. **Civil Rights Assurance** – The SUBGRANTEE, LWDB and AGENT hereby agree that as long as SUBGRANTEE is a recipient of federal financial assistance, each will comply with Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.), Title IX of the Education Amendments of 1972 (20 USC 1681 et

seq.) and all provisions required by the implementing regulations of the Department of Health and Human Services and Department of Labor. SUBGRANTEE shall require all entities with which it subgrants and contracts to incorporate this Section in all its existing agreements and contracts that are funded in whole or in part with funds from the Department of Labor or Health and Human Services, and shall further require those entities to incorporate the above language in all future agreements and contracts with other entities.

22. **Certification of Compliance** – SUBGRANTEE, LWDB and AGENT certify that they are in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.
23. **Religious Activities**
 - a. WIOA Section 188(a)(3) prohibits the use of funds to employ participants to carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship with the exception of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants.
 - b. Per 29 CFR 2, Subpart D, WIOA Title I financial assistance may be used to employ or train participants in religious activities only when the assistance is provided indirectly within the meaning Establishment Clause of the United States Constitution and not when the assistance is provided directly.
 - c. 29 CFR 2, Subpart D also sets forth requirements for equal treatment of religious organization and protection of the religious liberty of DOL social service providers and beneficiaries.

ARTICLE XIV: CONFIDENTIALITY

- A. SUBGRANTEE, LWDB, and AGENT expressly agree to abide by all applicable federal, state, and local laws regarding confidential information—including, but not limited to:
 1. WIOA Section 185(a)(4)(B), which is codified at 29 USC 3245(a)(4)(B).
 2. WIOA Section 501. Protects student records and prohibits the creation of a national database containing personally identifiable information.
 3. The Privacy Act (5 USC 552a).
 4. 7 USC 2020(e)(8).
 5. The Family Educational and Privacy Rights Act (20 USC 1232g), referenced in WIOA Sections 102(b)(2)(C)(v)(III), 116(i)(3), 122(d)(4), and 501(a). This Act is also found in section 444 of the General Education Provisions Act and is intended to protect student records.
 6. 29 USC 701(a)(4) and (c)(2) and 29 USC 751.
 7. 20 CFR 603 regarding confidentiality and disclosure of state Unemployment Insurance (UI) information.
 8. 29 CFR 71.14(a)(2) and (c). Department of Labor regulation on use of non-public information.
 9. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
 10. ORC 149.43(A)(1), lists records that are exempted from treatment as public record.
 11. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
 12. ORC 1347.01(E).
 13. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.

14. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
 15. ORC 4141.21, 4141.22, and 4141.99 regarding use and disclosure of (UI) records.
 16. ORC 5101.27 Restricting Disclosure of identifying information regarding public assistance applicants and recipients.
 17. OAC 5101:1-1-03 regarding confidentiality of TANF applicant/recipient information.
 18. OAC 5101:1-1-36 regarding IEVS.
 19. OAC 5101:4-1-13(C) regarding confidentiality of SNAP applicant/recipient information.
 20. OAC 5101:9-9-21(H)(3) and 5101:9-9-25.1. Require county family services and workforce agencies to safeguard and protect all applicant and recipient information and federal tax information, in accordance with state and federal laws and regulations.
 21. OAC Sections 5101:9-22-15 and 5101:9-22-16 regarding release of and access to confidential personal information.
 22. OAC 4141-43-01 and 4141-43-02 regarding confidentiality and permissible uses and disclosures of employment and training information, wage information, employer information, and unemployment claimant information.
 23. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
 24. U.S. Department of Labor Training and Employment Guidance Letter (TEGL) 39-11, "Guidance on the Handling and Protection of Personally Identifiable Information," June 28, 2012.
- B. SUBGRANTEE, LWDB, and AGENT will execute agreements with any third party that will receive data identified as confidential under federal or state law and will include in those agreements all provisions required under the applicable federal or state law. Prior to the execution of such agreements, SUBGRANTEE, LWDB, and AGENT will ensure that the applicable federal and state confidentiality rules that govern a particular source of data allow disclosure to third parties for the purpose the third party is intended to receive it and that SUBGRANTEE, LWDB, and AGENT are authorized to redisclose the data. SUBGRANTEE, LWDB, and AGENT expressly understand that local partners and service providers are considered third parties in regard to confidential information for programs authorized hereunder and must be authorized by SUBGRANTEE under written agreements pursuant to this Article XIV.214
- C. SUBGRANTEE, LWDB, and AGENT will ensure that no ODJFS confidential information is disclosed to third parties or to unauthorized individuals without the express written consent of ODJFS.
- D. SUBGRANTEE, LWDB, and AGENT will ensure that the collection and use of any information, systems, or records that contain confidential data will be limited to purposes of the specific programs and activities to which the data pertains or for which the data was generated or collected.
- E. SUBGRANTEE, LWDB, and AGENT will ensure that access to software systems and files under its control that contain confidential information will be limited to authorized staff members who are assigned responsibilities in support of the program or service to which the data pertains and who must access the information to perform those responsibilities. SUBGRANTEE, LWDB and AGENT expressly agree to take measures to ensure that no confidential information is accessible by unauthorized individuals.
- F. SUBGRANTEE, LWDB, and AGENT will maintain a current list of staff members who are authorized to access confidential information and will identify the types of data and data sources that the authorized staff members will be permitted to access.
- G. SUBGRANTEE, LWDB, and AGENT will ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions pertinent to the data and the penalties for disclosure or misuse.

ARTICLE XV. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE, LWDB, and AGENT each agrees to be responsible for any liability directly related to any and all of their own acts of negligence. In no event will any party be liable for any indirect or consequential damages, even if ODJFS, SUBGRANTEE, LWDB, or AGENT knew or should have known of the possibility of such damages. This provision is not intended to relieve SUBGRANTEE from exclusive liability per WIOA Section 107(d)(12)(B)(i) for the misuse of WIOA funds allocated hereunder per WIOA Sections 128 and 133.
- B. **Choice of Law; Partial Invalidity:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of this Agreement impossible.
- C. **Construction:** Nothing in this Agreement is to be construed to provide an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Local Workforce Area, SUBGRANTEE, LWDB, AGENT, or any other entity, agency or individual, unless specifically set forth in state or federal law. Nothing in this Agreement is to be construed to provide a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.
- D. **Infringement of Patent or Copyright:** To the extent allowable by law and subject to ORC 109.02, SUBGRANTEE, LWDB and AGENT agree to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by SUBGRANTEE, LWDB, or AGENT. ODJFS will provide prompt written notification of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with reasonable cooperation for defense of the suit. ODJFS may participate in the defense of any such action. SUBGRANTEE, LWDB and AGENT agree to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance are furnished by ODJFS at SUBGRANTEE, LWDB or AGENT's written request, it is at SUBGRANTEE, LWDB or AGENT's expense. If any materials, reports, or studies provided by SUBGRANTEE, LWDB, or AGENT are found to be infringing items and the use or publication thereof is enjoined, SUBGRANTEE, LWDB and AGENT agree, at their own expense and at their option, to procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equal value; or modify them so that they are no longer infringing. SUBGRANTEE, LWDB and AGENT obligations under this Section survive the termination of this Agreement, without limitation.
- E. **Liens:** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE, LWDB or AGENT fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE, LWDB, or AGENT in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE, LWDB, and AGENT under this Agreement.
- F. **Delay:** No party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE XI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken reasonable steps to mitigate or avoid the delay. Items that are controllable by any subcontractor or subrecipient of SUBGRANTEE, LWDB, or AGENT will be considered controllable by SUBGRANTEE except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

G. Intellectual Property Rights.

1. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
 - a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract; and
 - b. Any rights of copyright to which ODJFS, SUBGRANTEE, LWDB, AGENT, or a subrecipient or contractor purchases ownership under an award (including but not limited to: curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
2. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

H. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.206, ODJFS as a pass-through entity evaluates SUBGRANTEE, LWDB, and AGENT's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE, LWDB, and AGENT agree to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.

I. Counterpart Language. This Agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

Signature Page Follows:
Remainder of page intentionally left blank

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
LOCAL WORKFORCE DEVELOPMENT SYSTEM
SUBGRANT AGREEMENT**

SIGNATURE PAGE

G-2425-15-0168

The parties have executed this Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

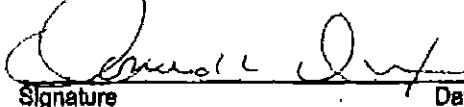
Signatures must include the Chief Elected Official(s) and authorized representatives of the Local Workforce Development Board and the Fiscal Agent.

**Warren County Board of County Commissioners
406 Justice Drive, Suite 311
Lebanon, Ohio 45306**

**Ohio Department of Job and Family Services
30 East Broad Street, 32nd Floor
Columbus, Ohio 43215**

Donald Dixon, Butler County, BCW/Workforce CEO,

Printed Name & Title


Signature Date

Matt Damschroder, Director

Date

David Painter, Clermont County, BCW/Workforce CEO

Printed Name & Title

 3/12/24
Signature Date


Shannon Jones, Warren County BCW/Workforce CEO and Fiscal Agent

Printed Name & Title

Signature Date

Tate Borcoman, BCW/Workforce Board Chair

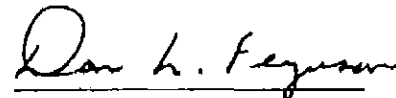
Printed Name & Title

 8/22/23
Signature Date

Printed Name & Title

Signature Date

Approved as to form only.

 9-11-23
Dan L. Ferguson
Chief Assistant Prosecuting Attorney

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
LOCAL WORKFORCE DEVELOPMENT SYSTEM
SUBGRANT AGREEMENT**

SIGNATURE PAGE

G-2425-15-0166

The parties have executed this Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Signatures must include the Chief Elected Official(s) and authorized representatives of the Local Workforce Development Board and the Fiscal Agent.

**Warren County Board of County Commissioners
406 Justice Drive, Suite 311
Lebanon, Ohio 45306**

**Ohio Department of Job and Family Services
30 East Broad Street, 32nd Floor
Columbus, Ohio 43215**

Donald Dixon, Butler County, BCW/Workforce CEO,
Printed Name & Title

Matt Damschroder, Director

Signature Date

Date

David Painter, Clermont County, BCW/Workforce CEO
Printed Name & Title

David Painter
Signature Date

Shannon Jones, Warren County BCW/Workforce CEO and Fiscal Agent
Printed Name & Title

Signature Date

Tate Borcoman, BCW/Workforce Board Chair

Printed Name & Title

Tate Borcoman 8/22/23
Signature Date

Printed Name & Title

Signature Date

**AUTHORIZATION to SUPPORT the COMPREHENSIVE CASE MANAGEMENT
EMPLOYMENT PROGRAM**

The Workforce Development Board for Area 12 met in regular session on the 7th of September, 2023, with the following members:

- | | | |
|------------------------------|------------------|----------------------|
| ✓ Joy Lytle, Vice Chair Abby | ✓ Scott Gafvert | ✓ Nathan Strange |
| ✓ Melampy, Vice Chair | ✓ Katie Himes | ✓ Justin Phillips |
| ✓ Ron Rohlfing, Ex-Officio | ✓ Michael Howell | ✓ Jennifer Pitman |
| ✓ Susan Berman | ✓ Karen Karnes | ✓ Doug Reichenberger |
| ✓ Roy Breehne | ✓ Matt Smith | ✓ Zachary Stanfield |
| ✓ Justin Conger | ✓ Tonya Stone | ✓ Boyce Swift |
| ✓ Karolyn Ellingson | | |

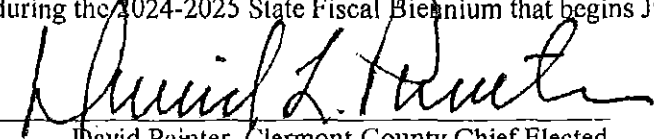
WHEREAS, The Comprehensive Case Management and Employment Program (CCMEP), established under Section 5116.02 of the Ohio Revised Code (ORC), to provide employment, training and other supportive services to youth ages 14 to 24 with barriers to employment, based upon a comprehensive assessment of an individual's employment and training needs;

WHEREAS, Participation in CCMEP allows Workforce Innovation and Opportunity Act (WIOA) Youth funds allocated to local workforce development areas to be braided with Temporary Assistance for Needy Families (TANF) funds allocated to CCMEP lead agencies;

WHEREAS, ORC 5116.20 acknowledges that local workforce development area participation in CCMEP is at the discretion of the local workforce development board;

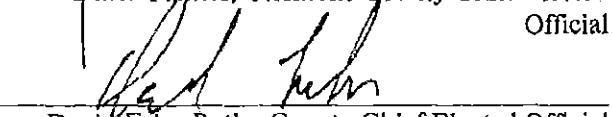
WHEREAS, Each local workforce development board that elects to participate in CCMEP must formally authorize the use of WIOA youth funds for CCMEP before braiding with TANF funds may occur.

THEREFORE, the Workforce Development Board for Area 12 hereby authorizes use of WIOA Youth funds for the Comprehensive Case Management and Employment Program during the 2024-2025 State Fiscal Biennium that begins July 1, 2023 and ends June 30, 2025.



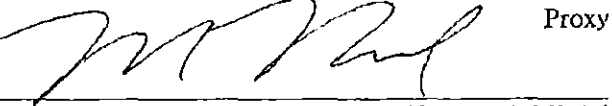
David Painter, Clermont County Chief Elected
Official

29 Sept. 2023
Date



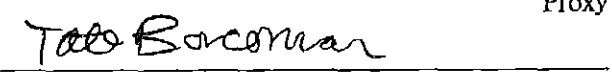
David Fehr, Butler County Chief Elected Official
Proxy

9/29/23
Date



Martin Russell, Warren County Chief Elected Official
Proxy

10/6/23
Date



Tate Borcoman, Area 12 Board Chair

9/7/2023
Date

FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

Warren County Board of County Commissioners

* _____
David Young, Commissioner

* _____
Shannon Jones, Commissioner

* _____
Thomas Grossmann, Commissioner

Approved as to form:

Warren County Prosecuting Attorney

Resolution

Number 24-0370

Adopted Date March 12, 2024

APPROVING THE EXTENSION OF THE AGREEMENT WITH REAL WORKFORCE SOLUTIONS, INC AS WIOA MONITORING SERVICES FOR THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, pursuant to Resolution 22-0374, dated March 15, 2022, this Board approved a professional service agreement between Real Workforce Solutions, Inc. (Contractor) and the Workforce Development Board of Ohio's 12th Local Workforce Development Area for monitoring services; and

WHEREAS, Amendment #1, allowing a one-year extension was approve pursuant to Resolution #22-0782; and

WHEREAS, BCW/Workforce also wishes to extend the agreement for an additional year from July 1, 2023 to June 30, 2024; and

WHEREAS, Contractor shall provide monitoring for the performance of program and fiscal for Program Year 2022-2023; and

WHEREAS, Contractor has agreed to provide BCW/Workforce with said services, as more fully set forth in attached agreement; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve Amendment #2 to the contract with Real Workforce Solutions, Inc. through June 30, 2024, copy of said amendment is attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Real Workforce Solutions, Inc.
Area 12 WIB (file)

EXTENSION NO. 2

TO

VENDOR AGREEMENT NO. 22-0374

(PROGRAM YEAR 22-23)

BETWEEN

The WORKFORCE DEVELOPMENT BOARD OF

BUTLER | CLERMONT | WARREN,

AND

REAL WORKFORCE SOLUTIONS, INC.

DUNS #	01-430-0681
FEDERAL AWARD IDENTIFICATION (FAIN)	
FEDERAL AWARD DATE	
TOTAL FEDERAL AWARD	
FEDERAL AWARDDING AGENCY	US Department of Labor
CATALOGUE FEDERAL DOMESTIC ASSISTANCE (CEDA) #	
PASS THROUGH AGENCY	Ohio Department of Job and Family Services
CONTRACTING OFFICER	Becky Ehling
CONTACT INFORMATION	Becky.Ehling@BCWorkforce.com

Pursuant to the Steven's Amendment

Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H,

Title V, Sec. 505 (Mar. 23, 2018)

- 1. The % of the total costs of the program financed with Federal money is 100% percent.**
- 2. The dollar amount of Federal funds for the project or program is \$ 9,600.00.**
The percentage and dollar amount of the total costs of the program that will be financed by non-governmental sources is \$0

BCW/WORKFORCE

VENDOR AGREEMENT

THIS CONTRACT is between the Area 12 Workforce Development Board of Butler, Clermont and Warren Counties, hereinafter referred to as "BCW/Workforce, and Real Workforce Solutions, hereinafter referred to as the "Contractor".

THIS AMENDMENT TO VENDOR CONTRACT NO. 22-0374, entered into the 15 day of March, 20 22 by and between the BCW/Workforce formerly known as the Workforce Investment Board Butler Clermont Warren, or "WIBBCW, and Real Workforce Solutions, hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, the BCW/Workforce issued a Request for Quotes for Monitoring Services; and

WHEREAS, Contractor submitted a response to the Request for Quotes to perform both program and fiscal monitoring; and

WHEREAS, BCW/Workforce wishes to extend the execution of the contract from July 1, 2023 to June 30, 2024; and

WHEREAS, Contractor shall provide monitoring for the performance of program and fiscal for Program Year 2022 – 2023;

WHEREAS, Contractor has agreed to provide BCW/Workforce with said services, as more **fully** set forth below;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend Contract No. 22-0374 as follows:

1. SCOPE OF SERVICES

Attachment No. 1 includes language to provide for fiscal monitoring and program monitoring of the BCW/Workforce and its service providers. In performing fiscal monitoring Contractor shall use:

- a. The monitoring tool submitted in response to the Quote for Monitoring Services
- b. The State of Ohio's Fiscal Monitoring Tool if the State makes it available
- c. The USDOL Core Monitoring Tool as it applies to Fiscal matters.

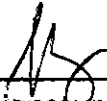
2. Section B, Compensation shall be amended as outlined:

1. Contractor shall be paid:
 - a. Four Thousand Dollars (\$4,000.00) for the conduct of one annual program monitoring of the WIOA programs delivered by the 3 OhioMeansJob Centers in each of the three counties comprising the BCW/Workforce development area. Contractor shall be paid Five Thousand Six Hundred Dollars (\$5,600.00) for one annual fiscal monitoring. The total to be paid under this Contract for Program Year 2022- 2023 shall be Nine Thousand Six Hundred Dollars (\$9,600.00) The monitoring shall take place at such time during the program year as agreed to between the parties.
2. BCW/Workforce shall pay Contractor Four Thousand Dollars (\$4,000.00) upon the submission of the program monitoring report and receipt of an invoice for the services; and Five Thousand Six Hundred Dollars (\$5,600.00) upon the submission of the fiscal monitoring report and receipt of an invoice for the services, each year that this Contract is in effect.
3. All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
4. This Amendment and all its attachments are made a part of said Agreement.
5. The effective date of this Amendment shall be the date on which it has been signed by all the parties.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

Parties Signatures



Consultant Signature

11/26/2024

Date

Betty Erling

BCW/Workforce Representative

11/26/24

Date

2023-2024 EXTENTION OF AGREEMENT BETWEEN WORKFORCE SOLUTIONS, INC. AND
WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA

WARREN COUNTY BOARD OF COMMISSIONERS

* 

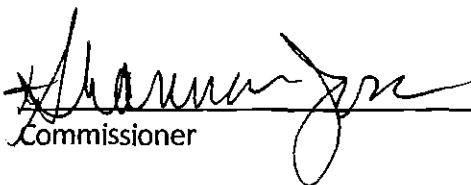
President

3/12/24
Date

*

Vice President

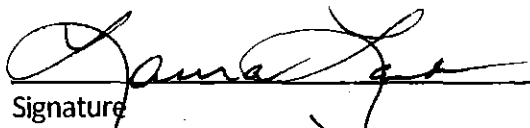
Date

* 

Commissioner

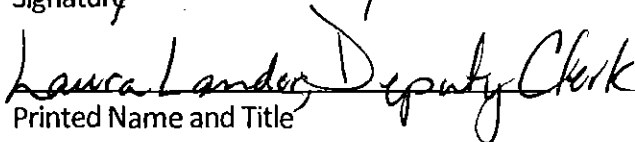
3/12/24
Date

WITNESS:



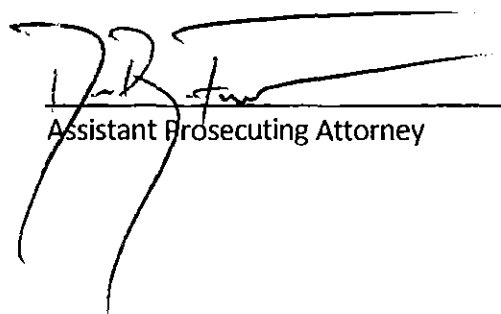
Signature

2/12/24
Date



Laurel Lander Deputy Clerk
Printed Name and Title

APPROVED AS TO FORM:



Assistant Prosecuting Attorney

February 29, 2024
Date

ATTACHMENT 1 STATEMENT OF WORK

SCOPE OF SERVICES - PROGRAM & FISCAL MONITORING

A. FUNDING STREAMS TO BE MONITORED

In reviewing files, contractor shall assure that their review encompasses appropriate testing of the Workforce innovation And Opportunity Act of 2014, Youth, Dislocated Worker and Adult Programs as well as any discretionary grants with respect to program fiscal transactions.

B. MONITORING OF BCW/WORKFORCE SUB-RECIPIENTS

1. Contractor shall perform performance and fiscal review consisting of agreed upon procedures of BCW/Workforce and their Service Providers. BCW/Workforce shall provide Contractor with a list of its service providers at the beginning of each program year or whenever a new service provider is added. At the time of entry into this agreement this includes the Ohio Means Jobs Centers in each of the Counties comprising the BCW/Workforce Development Area and Easter Seals.
2. Monitoring of BCW/Workforce will incorporate a review of fiscal activities and transactions, program management and automated systems data of BCW/Workforce including service providers' program data entries.
3. BCW/Workforce shall provide Contractor with electronic access to service provider Contracts and modifications if possible as well as read access to its fiscal books and records to the extent possible.

C. DEVELOPMENT OF THE MONITORING PROTOCOL AND ACCESS TO RECORDS

1. Contractor understands that the purpose of the monitoring is to identify areas of weakness so that they can quickly be addressed. Contractor shall provide recommendations to assist BCW/Workforce and its providers in correcting problems identified during their review.
2. Contractor shall be responsible for the development of the monitoring protocol. BCW/Workforce shall have the right to review the tool and upon mutual agreement between BCW/Workforce and Contractor to amend the protocol. The protocol shall not be considered proprietary.
3. The monitoring protocol to be developed shall include those elements from the USDOL Core Monitoring Tool applicable to the elements to be monitored by Contractor.

4. Contractor shall review previous findings identified during the immediately subsequent monitoring review to determine whether corrective action was taken with respect to findings identified in the previous monitoring report.
5. The monitoring tool shall incorporate those fiscal and program compliance items tested during the annual audit as well as program and governance items tested by the ODJFS during their annual monitoring of local areas.
6. Upon request Contractor agrees to provide BCW/Workforce and/or its Committees with their protocol and proposed testing sample amounts/numbers prior to conduct of the review.
7. Contractor shall be provided with read only access to the BCW/Workforce fiscal and data systems, and such other electronic access to BCW/Workforce systems and documents as may be necessary for proposer to conduct the monitoring services described.

D. MONITORING VISITS AND MONITORING REPORT

1. Mutually agreed upon dates for performing the agreed upon procedures for the Contract period will be coordinated with BCW/Workforce staff at the end of the BCW/Workforce program year each year that this contract is In effect.
2. Prior to each monitoring visit Contractor shall:
 - a. Inform the BCW/Workforce designee of the documents, books, records, contracts, policies, participant files, individual training account, and work-based training documents, board agenda and minutes and such other documents deemed necessary by Contractor.
 - b. Review and familiarize themselves with ODJFS OWD policies and issuances.
3. Prior to commencement of the monitoring review Contractor shall identify themselves to the BCW/Workforce designee who shall assist in coordinating the review with the various OMJ centers and making sure all requested records are made available.
4. Following each monitoring review Contractor shall conduct an exit conference detailing their findings and shall produce a draft report within thirty (30) days of their visit followed by a final report within sixty (60) days of receipt of the BCW/Workforce response.
5. The final and draft report shall include a chart which identifies the finding or observation in a matrix organized as depicted immediately below:

Program/Fiscal Area	Observation	Recommendation	Agree/Disagree WIBBCW must provide documentation and rationale	Resolution/ Corrective Action
---------------------	-------------	----------------	---	----------------------------------

6. In the event of observations, documentation as appropriate substantiating the observation shall be provided to BCW/Workforce by Contractor so that the observation can be resolved, if the documentation is not provided/scanned or emailed during the monitoring review or the Exit Conference, Contractor shall append the supporting documents to the monitoring report as applicable.
7. Contractor shall furnish BCW/Workforce with one (1) 1 electronic MS Word Copy and an electronic PDF copy of the report.
8. In reviewing WIOA files. Contractor shall determine whether:
 - i. Eligibility including priorities for the adult program has been properly determined and the documents are recorded in the file for each participant sampled.
 - ii. Proof of workforce area residence.
 - iii. Income verification as appropriate is included in the file, correct and recorded.
 - iv. An assessment, and career plan is on file, up-to-date and supports the training if provided.
 - v. Pell Information is on file.
 - vi. For participants entering training - that the training is in a demand occupation and the participant had the qualifications for the training into which they were enrolled.
 - vii. Case notes have been entered appropriately.
 - viii. Data entry meets state timeliness requirements.
 - ix. Participant progress is being followed and documented.
 - x. Employment verification is included in the file.
 - xi. WIOA Individual Training Account information is included in the file.

- xii. Incentive payments to youth were documented in the file to show that the participant was actively participating and met the requirements for such awards. (This covers item 10 on page 14.)
- 9. A review of BCW/Workforce Consortium and WDB Meeting Minutes to assure BCW/Workforce program compliance with policies, procedures, and awards.
- 10. A review of the incentive payments made to youth participants by selecting a sample and ensuring customers were actively participating in the program and earned their incentives.
- 11. Contractor shall review the Information Technology controls applicable to verification of reported participant data.
- 12. A sample review of fiscal transactions in areas included in ODJFS and USDOL reviews, including a sample of procurements.

Resolution

Number 24-0371

Adopted Date March 12, 2024

DECLARING VARIOUS ITEMS FROM BOARD OF DEVELOPMENTAL DISABILITIES, COMMISSIONERS OFFICE, COMMON PLEAS COURT, CHILDREN SERVICES, FACILITIES MANAGEMENT, GARAGE, JUVENILE, PARK BOARD, PROSECUTOR'S OFFICE, RECORDS CENTER, SHERIFF'S OFFICE, TELECOMMUNICATIONS, AND WATER & SEWER AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from the Board of Developmental Disabilities, Commissioners Office, Common Pleas Court, Childrens Services, Facilities Management, Garage, Juvenile, Park Board, Prosecutor's Office, Records Center, Sherrif's Office, Telecommunications, and Water & Sewer in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/tm

cc: 2024 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Asset Search Results












Asset Status Is 'Ready for Review'
















Location:















POC:

Items 1 through 42 of 42

Show 200 Items per page

ID	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
<input type="button" value="5365"/>	BDD240003		BizHub C554e Copier/Printer	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5366"/>	BDD240004		BizHub C554e Copier/Printer	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5367"/>	BDD240005		Lenovo ThinkPads	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5381"/>	BDD240006		2008 Ford F250 Super Duty 4X4	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5357"/>	COM24021		U SHAPED CHERRY DESK	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5358"/>	COM24022		ROUND CHERRY TABLE WITH FOUR CHAIRS	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5359"/>	COM24023		WOODEN WALL PRESENTATION UNIT	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5360"/>	COM24024		Faux Tree	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5361"/>	COM24025		CHERRY CREDENZA WITH HUTCH	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5362"/>	COM24026		CHERRY TYPEWRITER TABLE	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5363"/>	COM24027		ROLLING OFFICE CHAIR	Ready for Review			<input type="button" value="v"/>

5364	COM24028		CHERRY OFFICE SUITE	Ready for Review	▼
5354	CPC2401		HP COLOR PRINTERS AND EPSON SCANNER	Ready for Review	▼
5355	CPC2402		7 MONITORS	Ready for Review	▼
5356	CPC2403		8 CPUS AND 1 LAPTOP	Ready for Review	▼
5383	CPC2404		HUGE Lot of Office Chairs	Ready for Review	▼
5353	CSV24014		2022 Chevrolet Malibu	Ready for Review	▼
5382	FAC240034		Hoshizaki KML- 600MWF Ice Maker	Ready for Review	▼
5352	GAR24013		RICOH COPIER	Ready for Review	▼
5368	JUV24005		Dell Monitor	Ready for Review	▼
5347	PRK24004		52 Padded Folding Chairs with carts	Ready for Review	▼
5369	PRK24005		John Deere Aerator	Ready for Review	▼
5370	PRK24006		20 Picnic Table Base Sets	Ready for Review	▼
5371	PRK24007		Driving Range Ball Picker	Ready for Review	▼
5372	PRK24008		John Deere Sprayer	Ready for Review	▼
5373	PRK24009		7 John Boats	Ready for Review	▼

5375	PRK24010		Cushman Groom Master	Ready for Review	▼
5351	PRO24012		2013 Chevrolet Tahoe	Ready for Review	▼
5379	RCD24002		Large desk space with overhead storage	Ready for Review	▼
5342	SEW240001		Calculators, 4 Tier Desk Rack, 2 PUNCH HOLE PUNCHER	Ready for Review	▼
5343	SEW240002		DELL COMPUTER TOWER AND KEYBOARD/MOUSE SET	Ready for Review	▼
5344	SEW240003		TONER CARTRIDGE 134A(W1340A)	Ready for Review	▼
5345	SEW240004		OFFICE ROTARY FILE CABINET	Ready for Review	▼
5346	SEW240005		2-DELL MONITORS - 19 INCH	Ready for Review	▼
5350	SEW24011		2019 Ford F-350 SD	Ready for Review	▼
5378	SHF24501		Computers, Pinters	Ready for Review	▼
5374	TEL24013		(3) HARRIS CARD SHELF RACKS, (8) HARRIS CARD SHELVES (IN RACKS), (8) HARRIS CARD SHELF PSU'S	Ready for Review	▼
5376	TEL24014		3M CABLE SPLICING ASSEMBLY	Ready for Review	▼
5377	TEL24015		(1) CISCO 1841 AND (1) CISCO ASA 5505 SERIES	Ready for Review	▼
5380	TEL24016		(3) PLANTRONICS HEADSETS M170; (1)	Ready for Review	▼



PLANTRONICS
WIRELESS HEADSET
CS50; (1)
PLANTRONICS
WIRELESS HEADSET
CS55

5348

WAT24009



2013 GMC Sierra 1500

Ready for Review



5349

WAT24010



2013 Chevrolet
Silverado 2500HD

Ready for Review



Items 1 through 42 of 42

Show 200  items per page

For Support, contact your CAM: Keith Funk (5135356582) or call 1-800-613-0156 from 8 am - 7 pm ET or email [Support](#)

[Site Map](#)

Acct ID: 3051 - P03

Resolution

Number 24-0372

Adopted Date March 12, 2024

ACKNOWLEDGING RECEIPT OF FEBRUARY 2024 FINANCIAL STATEMENT

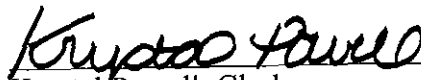
BE IT RESOLVED, to acknowledge receipt of the February 2024 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc:

Auditor (file)

S. Spencer

Krystal Powell

Financial Statement for 2024 Period 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	76,090,214.78	6,204,068.86	6,759,087.46	75,535,196.18	883,750.44	76,418,946.62
2201	SENIOR CITIZENS SERVICE LEVY	6,008,911.67	0.00	737,798.28	5,271,113.39	0.00	5,271,113.39
2202	MOTOR VEHICLE	10,470,881.23	783,755.09	547,827.16	10,706,809.16	164,210.34	10,871,019.50
2203	HUMAN SERVICES	1,208,286.67	425,945.72	601,323.05	1,032,909.34	50,132.08	1,083,041.42
2204	COVID19 EMERGENCY RENTAL ASSIS	4,586,791.86	0.00	0.00	4,586,791.86	0.00	4,586,791.86
2205	BOARD OF DEVELOPMENTAL DISABIL	21,384,683.31	32,970.79	1,556,619.42	19,861,034.68	340,719.89	20,201,754.57
2206	DOG AND KENNEL	629,711.30	82,033.05	37,909.51	673,834.84	3,672.40	677,507.24
2207	LAW LIBRARY RESOURCES FUND	111,073.02	28,794.18	4,880.15	134,987.05	0.00	134,987.05
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	13,830,274.33	173,157.52	140,453.97	13,862,977.88	14,023.00	13,877,000.88
2212	ONEOHIO OPIOID SETTLEMENT FUND	517,962.09	0.00	0.00	517,962.09	0.00	517,962.09
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	9,978.84	0.00	0.00	9,978.84	0.00	9,978.84
2216	RECORDER TECH FUND 317.321	223,345.05	10,150.00	6,351.82	227,143.23	0.00	227,143.23
2217	BOE TECHNOLOGY FUND 3501.17	1,726,308.17	0.00	562,011.00	1,164,297.17	0.00	1,164,297.17
2218	COORDINATED CARE	638,864.25	9,228.75	45,626.96	602,466.04	10,664.96	613,131.00
2219	WIRELESS 911 GOVERNMENT ASSIST	467,000.95	21,701.70	12,949.00	475,753.65	0.00	475,753.65
2220	CP INDIGENT DRVR INTRLK/MONITG	12,475.24	224.21	0.00	12,699.45	0.00	12,699.45
2221	CC/MC INDIGENT DRIVER INTERLOC	117,894.33	794.70	0.00	118,689.03	0.00	118,689.03
2222	JUV INDIGENT DRIVER INTERLOCK	2,835.06	50.00	0.00	2,885.06	0.00	2,885.06
2223	PROBATE/JUVENILE SPECIAL PROJ	351,494.18	2,464.73	0.00	353,958.91	0.00	353,958.91
2224	COMMON PLEAS SPECIAL PROJECTS	153,053.90	7,539.00	3,186.63	157,406.27	150.00	157,556.27
2227	PROBATION SUPERVISION 2951.021	824,722.64	9,336.07	20,624.38	813,434.33	953.50	814,387.83
2228	MENTAL HEALTH GRANT	190,155.69	9,840.00	3,140.00	196,855.69	800.00	197,655.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	1,859,527.37	48,167.53	20,848.16	1,886,846.74	0.00	1,886,846.74

Financial Statement for 2024 Period 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2231	CO LODGING ADD'L 1%	80,167.69	65,806.89	80,167.69	65,806.89	0.00	65,806.89
2232	COUNTY LODGINGS TAX (FKA 7731)	240,502.89	197,445.47	240,502.89	197,445.47	0.00	197,445.47
2233	DOMESTIC SHELTER	24,601.00	2,486.00	0.00	27,087.00	0.00	27,087.00
2237	REAL ESTATE ASSESSMENT	6,156,807.69	2,250.00	145,851.07	6,013,206.62	90,265.25	6,103,471.87
2238	WORKFORCE INVESTMENT BOARD	168,245.41	179,356.93	245,456.55	102,145.79	105,103.93	207,249.72
2243	JUVENILE GRANTS	336,320.91	0.00	1,732.50	334,588.41	1,365.00	335,953.41
2245	CRIME VICTIM GRANT FUND	25,360.57	3,231.02	3,957.30	24,634.29	0.00	24,634.29
2246	JUVENILE INDIGENT DRIVER ALCOH	21,816.85	57.90	0.00	21,874.75	0.00	21,874.75
2247	FELONY DELINQUENT CARE/CUSTODY	611,971.53	0.00	119,761.86	492,209.67	7,972.89	500,182.56
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	730,394.31	0.00	16,242.39	714,151.92	0.00	714,151.92
2250	CERT OF TITLE ADMIN FUND	4,241,292.82	201,694.40	118,058.23	4,324,928.99	1,705.40	4,326,634.39
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	77,031.03	46,278.39	58,958.31	64,351.11	3,625.92	67,977.03
2255	MUNICIPAL VICTIM WITNESS FUND	111,793.95	50,000.00	7,374.50	154,419.45	0.00	154,419.45
2256	WARREN COUNTY SOLID WASTE DIST	1,104,188.77	1,685.97	16,851.49	1,089,023.25	757.49	1,089,780.74
2257	OHIO PEACE OFFICER TRAINING	215,135.48	0.00	0.00	215,135.48	0.00	215,135.48
2258	WORKFORCE INVESTMENT ACT FUND	146,644.68	44,106.84	57,087.66	133,663.86	9,505.98	143,169.84
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	283,870.00	0.00	0.00	283,870.00	0.00	283,870.00
2262	COMMUNITY CORRECTIONS MONITORI	889,021.31	35,370.00	22,601.55	901,789.76	22,721.55	924,511.31
2263	CHILD SUPPORT ENFORCEMENT	1,669,676.45	305,271.10	251,845.97	1,723,101.58	2,809.22	1,725,910.80
2264	EMERGENCY MANAGEMENT AGENCY	372,301.46	25,154.43	24,418.27	373,037.62	1,201.15	374,238.77
2265	COMMUNITY DEVELOPMENT	582,348.67	65,100.85	40,272.33	607,177.19	14,192.04	621,369.23

Financial Statement for 2024 Period 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	284,983.84	2,150.00	0.00	287,133.84	0.00	287,133.84
2269	INDIGENT DRIVER ALCOHOL TREATM	818,924.40	6,137.51	5,844.85	819,217.06	0.00	819,217.06
2270	JUVENILE TREATMENT CENTER	456,935.83	23,667.75	116,274.87	364,328.71	9,018.06	373,346.77
2271	DTAC-PROSECUTOR ORC 321.261	272,749.97	0.00	16,912.08	255,837.89	356.85	256,194.74
2272	CP INDIGENT DRVR ALC TREATMT	56,002.00	0.00	0.00	56,002.00	0.00	56,002.00
2273	CHILDREN SERVICES	8,834,841.01	620,114.71	718,150.07	8,736,805.65	305,436.58	9,042,242.23
2274	COUNTY COURT COMPUTR 1907.261A	89,586.82	1,050.40	34.01	90,603.21	34.01	90,637.22
2275	COUNTY CRT CLK COMP 1907.261B	188,598.29	3,272.91	0.00	191,871.20	0.00	191,871.20
2276	PROBATE COMPUTER 2101.162	106,537.63	501.00	0.00	107,038.63	0.00	107,038.63
2277	PROBATE CLERK COMPUTR 2101.162	302,911.01	1,674.00	0.00	304,585.01	0.00	304,585.01
2278	JUVENILE CLK COMPUTR 2151.541	59,907.94	959.73	0.00	60,867.67	0.00	60,867.67
2279	JUVENILE COMPUTER 2151.541	51,428.66	288.00	0.00	51,716.66	0.00	51,716.66
2280	COMMON PLEAS COMPUTER 2303.201	94,329.24	1,510.00	0.00	95,839.24	0.00	95,839.24
2281	DOMESTIC REL COMPUTER 2301.031	10,266.96	231.00	0.00	10,497.96	0.00	10,497.96
2282	CLERK COURTS COMPUTER 2303.201	175,223.00	20,473.00	0.00	195,696.00	0.00	195,696.00
2283	COUNTY CT SPEC PROJ 1907.24B1	2,213,192.07	21,868.36	4,132.63	2,230,927.80	366.63	2,231,294.43
2284	COGNITIVE INTERVENTION PROGRAM	413,974.47	5,222.50	7,181.51	412,015.46	430.95	412,446.41
2285	CONCEALED HANDGUN LICENSE	796,641.23	5,900.00	6,510.58	796,030.65	0.00	796,030.65
2286	SHERIFF-DRUG LAW ENFORCEMENT	3,757.89	500.00	0.00	4,257.89	604.94	4,862.83
2287	SHERIFF-LAW ENFORCEMENT TRUST	345,797.19	3,621.36	29,491.05	319,927.50	880.96	320,808.46
2288	COMM BASED CORRECTIONS DONATIO	16,076.48	0.00	0.00	16,076.48	0.00	16,076.48
2289	COMMUNITY BASED CORRECTIONS	373,104.31	0.00	67,600.85	305,503.46	1,080.00	306,583.46
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 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2293	SHERIFF GRANTS	4,912.00	0.00	0.00	4,912.00	0.00	4,912.00
2294	SHERIFF DARE LAW ENFORC GRANT	6,138.27	0.00	0.00	6,138.27	0.00	6,138.27
2295	TACTICAL RESPONSE UNIT	33,643.27	0.00	5,300.43	28,342.84	0.00	28,342.84
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMENT & EDUCATN 4511.19G5A	144,103.83	210.00	0.00	144,313.83	0.00	144,313.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,591,222.45	20,894.17	158,096.45	1,454,020.17	126,024.15	1,580,044.32
3327	BOND RETIREMENT SPECIAL ASSMT	54,942.02	0.00	0.00	54,942.02	0.00	54,942.02
3360	STATE OPWC LOAN	0.00	0.00	0.00	0.00	0.00	0.00
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	1,345,321.34	0.00	7,563.01	1,337,758.33	0.00	1,337,758.33
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 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4452	STEPHENS RD BRIDGE REPLACEMENT	8,099.00	20,646.73	19,789.73	8,956.00	14,263.00	23,219.00
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	219,462.04	0.00	15,236.76	204,225.28	0.00	204,225.28
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
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	0.00	25,000.00	0.00	25,000.00	0.00	25,000.00
4460	MCCLURE RD BRIDGE PROJ	0.00	35,000.00	0.00	35,000.00	0.00	35,000.00
4461	TOWNSHIP LINE RD BRIDGE PROJ	4,618.00	0.00	450.00	4,168.00	450.00	4,618.00
4462	COUNTY RD #182 BRIDGE REHAB	0.00	263,050.00	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	7,538,289.59	0.00	28,600.72	7,509,688.87	0.00	7,509,688.87
4479	AIRPORT CONSTRUCTION	603,641.23	0.00	0.00	603,641.23	0.00	603,641.23
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,008,476.93	0.00	0.00	1,008,476.93	0.00	1,008,476.93
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	10,632,920.00	0.00	0.00	10,632,920.00	0.00	10,632,920.00
4492	COMMUNICATION PROJECTS	4,284,855.76	0.00	112,973.07	4,171,882.69	0.00	4,171,882.69
4493	REDEVELOPMENT TAX EQUIV FUND	528,247.79	0.00	0.00	528,247.79	0.00	528,247.79
4494	COURTS BUILDING	1,486,670.21	0.00	33,291.14	1,453,379.07	0.00	1,453,379.07
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	8,065,676.63	0.00	24,934.50	8,040,742.13	24,934.50	8,065,676.63
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	24,067,170.85	1,541,004.55	1,160,871.84	24,447,303.56	198,459.13	24,645,762.69

Financial Statement for 2024 Period 02



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	5,832,495.99	9,642.10	162,803.71	5,679,334.38	162,803.71	5,842,138.09
5580	SEWER REVENUE	26,070,604.46	1,345,833.79	822,321.04	26,594,117.21	352,867.83	26,946,985.04
5581	SEWER IMPROV-WC VOCATIONAL SCH	304,527.26	0.00	4,334.56	300,192.70	0.00	300,192.70
5583	WATER CONST PROJECTS	3,052,689.07	5,046.61	531,885.72	2,525,849.96	865.00	2,526,714.96
5590	STORM WATER TIER 1	200,317.79	0.00	0.00	200,317.79	0.00	200,317.79
6619	VEHICLE MAINTENANCE ROTARY	59,141.07	58,394.24	74,825.20	42,710.11	21,693.82	64,403.93
6630	SHERIFF'S POLICING REVOLV FUND	1,682,972.21	3,451.24	986,375.64	700,047.81	529,850.52	1,229,898.33
6631	COMMUNICATIONS ROTARY	283,364.97	1,597.67	7,961.07	277,001.57	4,027.62	281,029.19
6632	HEALTH INSURANCE	1,037,142.99	956,217.09	1,170,721.43	822,638.65	121,860.68	944,499.33
6636	WORKERS COMP SELF INSURANCE	1,491,834.78	408,856.54	49,575.11	1,851,116.21	9,051.16	1,860,167.37
6637	PROPERTY & CASUALTY INSURANCE	293,451.18	0.00	125.00	293,326.18	0.00	293,326.18
6650	GASOLINE ROTARY	124,220.63	70,046.18	50,203.45	144,063.36	4,010.30	148,073.66
7707	P.E.R.S. ROTARY	2,633.43	79.20	3.59	2,709.04	0.00	2,709.04
7708	TOWNSHIP FUND	0.00	5,291,551.10	3,793,551.10	1,498,000.00	0.00	1,498,000.00
7709	CORPORATION FUND	3,845.03	3,598,358.13	2,571,516.74	1,030,686.42	3,845.03	1,034,531.45
7713	WATER-SEWER ROTARY FUND	251,416.04	3,594,365.55	3,232,211.03	613,570.56	118,375.19	731,945.75
7714	PAYROLL ROTARY	151,327.26	3,833,878.28	3,803,249.77	181,955.77	805,091.22	987,046.99
7715	NON PARTICIPANT ROTARY	14,613.84	0.00	0.00	14,613.84	0.00	14,613.84
7716	SCHOOL	3,700,000.00	89,202,000.00	61,344,000.00	31,558,000.00	0.00	31,558,000.00
7717	UNDIVIDED GENERAL TAX	9,921,651.68	210,301,111.89	97,440,171.67	122,782,591.90	7,237.82	122,789,829.72
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	13,961.27	53,514.01	0.00	67,475.28	0.00	67,475.28
7720	LOCAL GOVERNMENT FUND	0.00	476,767.86	476,767.86	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	82,000.00	65,000.00	17,000.00	0.00	17,000.00
7722	CIGARETTE LICENSE TAX	53.81	275.75	26.28	303.28	169.81	473.09
7723	GASOLINE TAX	0.00	539,095.89	539,095.89	0.00	0.00	0.00

Financial Statement for 2024 Period 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7724	WC PORT AUTHORITY FUND	83,197.54	0.00	0.00	83,197.54	0.00	83,197.54
7725	UNDIVIDED WIRELESS 911 GOV ASS	0.00	43,403.40	43,403.40	0.00	21,701.70	21,701.70
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,065,183.22	1,065,183.22	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	11,729.00	90,570.93	3,684.10	98,615.83	4,183.83	102,799.66
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	26,914.86	0.00	18,031.20	8,883.66	0.00	8,883.66
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	11,574.11	11,033.00	12,100.53	10,506.58	0.00	10,506.58
7742	LIBRARIES	0.00	543,013.27	543,013.27	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	1,971.27	1,651.55	1,949.55	1,673.27	1,949.55	3,622.82
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	4,357.65	458,034.95	457,807.29	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	274,495.50	228,550.00	247,288.50	255,757.00	245,148.50	500,905.50
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	415,134.29	303,770.70	111,363.59	0.00	111,363.59
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	30,090.08	8.00	445.00	29,653.08	0.00	29,653.08
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	0.00	0.00	0.00	0.00	0.00	0.00
7769	BANKRUPTCY POST PETITION CONDU	4,926.33	1,401.83	0.00	6,328.16	0.00	6,328.16

Financial Statement for 2024 Period 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7772	LEBANON MUN ORD VIOLATION INDI	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00
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	15,632.12	12,716.00	12,917.50	15,430.62	0.00	15,430.62
7776	UNDIVIDED EVIDENCE SHERIFF	45,709.22	0.00	5,294.03	40,415.19	8.50	40,423.69
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	373,411.00	314,364.10	481,189.10	206,586.00	1,356,018.26	1,562,604.26
7779	UNDIVIDED DRUG TASK FORCE SEIZ	153,025.00	0.00	6,261.00	146,764.00	192.00	146,956.00
7781	REFUNDABLE DEPOSITS	405,157.00	10,800.05	8,525.05	407,432.00	2,841.41	410,273.41
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	64,439.40	63,855.10	0.00	128,294.50	0.00	128,294.50
7795	UNDIVIDED INDIGENT FEES	0.00	2,529.00	2,529.00	0.00	505.80	505.80
7796	MASON MUN ORD VIOLATION INDIGE	10,524.24	0.00	1,873.75	8,650.49	0.00	8,650.49
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	628.14	628.14	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	768,459.79	0.00	224.13	768,235.66	93.40	768,329.06
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	8,909,365.38	121,436.33	502,928.23	8,527,873.48	21,623.50	8,549,496.98
9912	FOOD SERVICE	126,223.15	265,284.00	30,168.00	361,339.15	418.00	361,757.15
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2024 Period 02



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9916	STATE REGULATED SEWAGE PROGRAM	173,974.69	48,951.00	32,833.00	190,092.69	405.00	190,497.69
9925	SOIL & WATER CONSERVATION DIST	1,035,194.11	131,986.49	90,487.92	1,076,692.68	616.62	1,077,309.30
9928	REGIONAL PLANNING	421,159.75	30,607.64	41,649.18	410,118.21	2,791.34	412,909.55
9938	WARREN COUNTY PARK DISTRICT	1,804,152.98	115,098.86	147,760.87	1,771,490.97	2,031.32	1,773,522.29
9944	ARMCO PARK	313,500.83	14,439.85	84,705.46	243,235.22	12,788.23	256,023.45
9953	WATER SYSTEM FUND	44,336.48	993.50	1,940.70	43,389.28	1,444.00	44,833.28
9954	MENTAL HEALTH RECOVERY BOARD	14,769,495.36	348,859.75	790,780.22	14,327,574.89	369,114.30	14,696,689.19
9961	HEALTH GRANT FUND	231,655.26	135,691.00	26,870.58	340,475.68	0.00	340,475.68
9963	CAMPGROUNDS	1,500.70	0.00	0.00	1,500.70	0.00	1,500.70
9976	HEALTH - SWIMMING POOL FUND	164,722.11	0.00	0.00	164,722.11	0.00	164,722.11
9977	DRUG TASK FORCE COG	683,133.62	161,681.20	189,973.98	654,840.84	169.31	655,010.15
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		360,038,607.04	336,170,455.34	197,333,960.12	498,875,102.26	6,598,561.47	505,473,663.73

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

Resolution

Number 24-0373

Adopted Date March 12, 2024

ACKNOWLEDGING PAYMENT OF BILLS

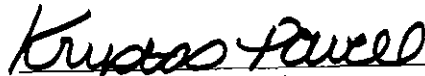
BE IT RESOLVED, to acknowledge payment of bills from 3/5/24 and 3/7/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

Resolution

Number 24-0374

Adopted Date March 12, 2024

APPROVING A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH RED HAWK LAND, LLC. FOR CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 3C, SITUATED IN VILLAGE OF MORROW

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

SECURITY REDUCTION

Bond Number	:	23-002 (W/S)
Development	:	The Woodlands at Morrow, Phase 3C
Developer	:	Red Hawk Land, LLC
Township	:	Village of Morrow
Amount	:	\$12,820.91
Surety Company	:	Great American Insurance Company

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

caw

cc: Red Hawk Land, 3400 Werk Road, Cincinnati, Ohio 45211
Great American Insurance Group, 301 E. 4th Street, Cincinnati, Ohio 45202
Water/Sewer (file)
Bond Agreement file

Resolution

Number 24-0375

Adopted Date March 12, 2024

APPROVING VARIOUS RECORD PLATS

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


- Losh Landing North Section 1B Final Plat -- Deerfield Township

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

Resolution

Number 24-0376

Adopted Date March 12, 2024

APPROVING A CASH ADVANCE FROM THE COUNTY MOTOR VEHICLE FUND #2202 INTO THE MASON MORROW MILLGROVE (PIKE ST) BRIDGE #38-3.73 FUND #4456

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the Mason Morrow Millgrove (Pike St) Bridge #38-3.73 Project has requested a cash advance until monies are received from fund #2202; and

WHEREAS, said cash advance will be repaid upon receipt of said funds from fund #2202.

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance:

\$274,935.94 from 2202-45556 (Advances of Cash Out)
into 4456-45555 (Cash Advance In)

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor ✓
Cash Advance File
Engineer (file)

Resolution

Number 24-0377

Adopted Date March 12, 2024

DECLARING A SURPLUS OF FUNDS IN THE CLERK OF COURTS' CERTIFICATE OF TITLE ADMINISTRATION FUND #2250 AND APPROVE AN OPERATIONAL TRANSFER INTO THE COMMISSIONERS GENERAL FUND #1101 FOR USE ON THE NEW COUNTY COURT BUILDING PROJECT.

BE IT RESOLVED, to approve the following operational transfer:

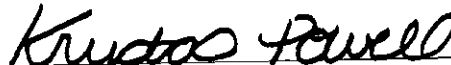
\$ 2,000,000 from #22501260-5997 (Operational Transfers)
into #1101-49910 (General Fund Transfer, per ORC 325.33)

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Operational Transfer file
Clerk of Courts (file)
OMB

Resolution

Number 24-0378

Adopted Date March 12, 2024

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #2263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the first quarter of their 2024 local share to their Fund #2263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 to the Child Support Enforcement Agency Fund #2263:

\$68,132.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 49000	(CSEA - County Share)

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Operational Transfer file
CSEA (file)
OMB

Resolution

Number 24-0379

Adopted Date March 12, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND 11011112 AND OPERATIONAL TRANSFER FROM THE GENERAL FUND #1101 INTO CLERK OF COURTS COMPUTERIZATION FUND #2282

WHEREAS, a supplemental appropriation and operational transfers are necessary in order to process surplus of funds that were previously transferred to the General Fund to make the funds available to Fund #2282 in accordance to ORC 325.33; and

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

Supplemental Appropriation

\$ 830,000.00 into #11011112-5997 (General Fund – BOCC OT Operational Transfer)

Operational Transfer

\$ 830,000.00 from #11011112-5997 (General Fund – BOCC OT Operational Transfer)
into #2282-49000 (CLKCT COMP – Distributions/Transfers)

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/js

cc: Auditor
Appropriation Adj. file
Clerk of Courts(file)

Resolution

Number 24-0380

Adopted Date March 12, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND 11011112 AND OPERATIONAL TRANSFER FROM THE GENERAL FUND #1101 INTO COUNTY COURT CONSTRUCTION FUND #4491

WHEREAS, a supplemental appropriation and operational transfers are necessary in order to make the funds available in Fund #4491 for the County Court Construction Project; and

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

Supplemental Appropriation

\$1,170,000.00 into #11011112-5997 (General Fund – BOCC OT Operational Transfer)

Operational Transfer

\$1,170,000.00 from #11011112-5997 (General Fund – BOCC OT Operational Transfer)
into #4491-49000 (Cnty Crt – Distributions/Transfers)

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/js

cc: Auditor
Appropriation Adj. file
FAC(file)

Resolution

Number 24-0381

Adopted Date March 12, 2024

APPROVING SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS
COMMUNITY CORRECTIONS MENTAL HEALTH 2228

BE IT RESOLVED, to approve the following supplemental adjustment:

\$ 6,000.00	into	BUDGET-BUDGET 22281220-5400	Purchased Services
\$ 1,000.00	into	BUDGET-BUDGET 22281220-5910	Other Expenses

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental Appropriation file
Common Pleas Court (file)

Resolution

Number 24-0382

Adopted Date March 12, 2024

APPROVING SUPPLEMENTAL APPROPRIATION INTO CLERK OF COURTS'
CERTIFICATE OF TITLE ADMINISTRATION FUND 2250 FOR OPERATIONAL
TRANSFERS

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 2,000,000 into #22501260-5997 (Operational Transfers)

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0383

Adopted Date March 12, 2024

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO GRANTS FUND #2261

BE IT RESOLVED, in order to process vouchers for the Healthy Aging Grant, established by Resolution # 23-1442, it is necessary to approve the following supplemental appropriations within fund 2261:

\$283,870.00 into #22111110- 5820 (Pass Through Grants)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: Auditor
Supplemental App. file
OGA (file)

Resolution

Number 24-0384

Adopted Date March 12, 2024

APPROVE A SUPPLEMENTAL APPROPRIATION WITHIN THE KING AVENUE BRIDGE #282-0.97 REPLACEMENT OVER LMR IMPROVEMENTS PROJECT

WHEREAS, a supplemental appropriation is necessary for the King Avenue Bridge #282-0.097 Replacement over LMR Improvements Project; and

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

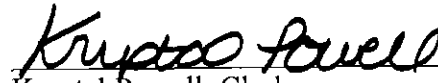
\$23,000.00 into #44373130-5320 (Capital Purchase)

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Engineer (file)

Resolution

Number 24-0385

Adopted Date March 12, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS
GENERAL FUND #11011110 INTO COUNTY COURT FUND #11011282

BE IT RESOLVED, to approve the following appropriation adjustment from
Commissioners Fund #11011110 into County Court Fund #11011282 in order to process
a vacation leave payout for Marisol Babson, former employee of County Court:

\$830.00 from #11011110-5882 (Commissioners – Vacation Leave Payout)
 into #11011282-5882 (County Court –Vacation Leave Payout)

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0386

Adopted Date March 12, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN THE TREASURERS
OFFICE FUND 11011130:

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 5,000.00	FROM	11011130-5102	(Regular Salaries)
	INTO	11011130-5910	(Other Expense)
\$ 1,000.00	FROM	11011130-5102	(Regular Salaries)
	INTO	11011130-5317	(Non-Capital Purchases)
\$ 5,000.00	FROM	11011130-5102	(Regular Salaries)
	INTO	11011130-5210	(Material Supplies)
\$ 1,000.00	FROM	11011130-5102	(Regular Salaries)
	INTO	11011130-5421	(Lease)

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/tao

cc: Auditor
Appropriation Adj. file
Treasurer (file)

Resolution

Number 24-0387

Adopted Date March 12, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUND
#2202 & 1101

BE IT RESOLVED, to approve the following appropriation adjustments for payroll:

\$ 550.00	from	11011750-5210	(Materials and Supplies)
	into	11011750-5910	(Other Expense)
\$ 5000.00	from	22023110-5210	(Materials and Supplies)
	into	22023110-5430	(Utilities)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

Resolution

Number 24-0388

Adopted Date March 12, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

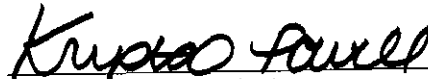
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount	
CLK	QUADIENT LEASING USA INC	CLK MAILING SYSTEM	\$ 10,580.48	*contract in packet
CSV	MCCLUSKEY CHEVROLET	CSV (2) NEW 2024 CHEVY MALIBU	\$ 53,520.00	*vehicle
TEL	GEN CORE CANDEO LTD	TEL RENEWAL GENWATCH RADIO MON	\$ 7,698.00	*contract in packet
WAT	OHIO MACHINERY CO	WAT ATLAS COPCO KUBOTA AIR COM	\$ 16,450.00	*state contract
SHE	AFFORDABLE LANGUAGE SERVICES	SHE INTERPRETATION SERVICES	\$ 1,000.00	*contract in packet
FAC	RJE BUSINESS INTERIORS CINCINNATI OH INC	FAC OFFICE FURNITURE	\$ 6,286.76	*state contract

3/12/2024 APPROVED:



Martin Russell, County Administrator

Resolution

Number 24-0389

Adopted Date March 12, 2024

MODIFYING VARIOUS SECTIONS OF THE RULES AND REGULATIONS OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT INCLUDING SCHEDULE OF CHARGES AND RATES AND TAP-IN CONNECTION CHARGES

WHEREAS, on March 5, 2024, this Board adopted changes to the water and sewer user fees for 2024, 2025, and 2026 and changes to the water tap fees, sewer connection fees, and other fees and charges (Resolution # 24-0437); and

WHEREAS, this Board requested to amend the Rules and Regulations pertaining to Section VIII Schedule of Charges and Rates and Section IX Tap-In, Connection Charges of the Warren County Water and Sewer Department with the approved user fees, water tap fees, sewer connection fees, and other fees, and charges; and

NOW THEREFORE BE IT RESOLVED:

1. That Section 8.02.A (Water Rates) of the Rules and Regulations of the Warren County Water and Sewer Department is hereby amended to read as follows:

For the minimum amount of usage up to 6,000 gallons per a bi-monthly billing period, the rate shall be as follows:

2024	\$30.30
2025	\$32.58
2026	\$34.20

For all usage over the minimum 6,000 gallons per bi-monthly billing period, the rates per 1,000 gallons shall be as follows:

2024	\$5.05
2025	\$5.43
2026	\$5.70

For every bi-monthly water bill a Replacement & Improvement Fee will be as follows:

2024	\$5.00
2025	\$5.00
2026	\$5.00

Minimum bi-monthly charges and water usages shall be based on size of meter as follows:

Size of Meter	Minimum Bi-Monthly Charge	Minimum Bi-Monthly Charge	Minimum Bi-Monthly Charge	Gallons of Water
	2024	2025	2026	
5/8"	30.30	32.58	34.20	6,000
3/4"	50.50	54.30	57.00	10,000
1"	101.00	108.60	114.00	20,000

1-1/2"	202.00	217.20	228.00	40,000
2"	505.00	543.00	570.00	100,000
3"	909.00	977.40	1026.00	180,000
4"	1818.00	1954.80	2052.00	360,000
6"	3030.00	3258.00	3420.00	600,000
8"	5555.00	5973.00	6270.00	1,100,000
10"	8080.00	8688.00	9120.00	1,600,000
12"	11615.00	12489.00	13110.00	2,300,000

2. That Section 8.02B (Sprinkler/Hydrant Rates) of the Rules and Regulations of the Warren County Water and Sewer Department is hereby amended to read as follows:

Sprinkler Meters: Per bi-monthly billing period, or any portion thereof, the rate shall be \$5.00 plus water usage per 1000 gallons as follow:

2024	\$5.05
2025	\$5.43
2026	\$5.70

Hydrant Meters: In addition to deposits and rental fees the rate for water usage per 1000 gallons shall be as follows:

2024	\$5.05
2025	\$5.43
2026	\$5.70

3. That Section 8.03A (Sewer Rates) of the Rules and Regulations of the Warren County Water and Sewer Department is hereby amended to read as follows:

For the minimum of 6,000 gallons per single-family equivalent residential unit per bi-monthly billing period, the rates will be as follows:

2024	\$30.00
2025	\$32.10
2026	\$34.32

For every bi-monthly sewer bill a Replacement & Improvement Fee will be as follows:

2024	\$2.50
2025	\$2.50
2026	\$2.50

For usage over the minimum of 6,000 gallons per single-family equivalent residential unit per bi-monthly billing period, the rate per 1,000 gallons of usage shall be as follows:

2024	\$5.00
2025	\$5.35
2026	\$5.72

For the following subdistricts, which are billed bi-monthly on a flat rate basis, the sewer charge per single family equivalent residential unit shall be as follows:

Subdistrict	<u>2024</u>	<u>2025</u>	<u>2026</u>
Carlisle Bi-Monthly	\$69.96	\$74.86	\$80.10

4. That Section 8.01A (Construction Charges) of the Rules and Regulations of the Warren County Water and Sewer Department is hereby amended to read as follows:

A. CONSTRUCTION CHARGES

1. Inspection Fees:

- a) Water Service Lateral \$ 150.00
- b) Sewer Service Lateral \$ 150.00
- c) Re-inspection \$ 150.00
- d) Re-inspection of maintenance bond punch list \$ 200.00
(3rd Inspection)
- e) Regular Time - per hour \$ 20.00
- f) Weekend and overtime inspections - per hour \$ 30.00
(3 Hour Minimum)

2. Service Connection Fees:

- a) 3/4" Service, 5/8" Meter \$ 1200.00
- b) 3/4" Service, 3/4" Meter \$ 1500.00
- c) 1" Service and Meter \$ 1800.00
- d) 1-1/2" Service and Meter \$ 2100.00
- e) 2" Service and Meter \$ 2400.00

3. Meter Set Fees:

Fees are for the purchase and installation of water meters only. Tapping of the main installation of the copper lateral, angle valve, check valve, meter pit and meter set is provided by others.

- a) 5/8" Meter \$ 350.00
- b) 3/4" Meter \$ 400.00

- c) 1" Meter \$ 480.00
- d) 1-1/2" Meter \$ 800.00
- e) 2" Meter \$ 1100.00

f) Meters larger than 2" must be purchased by the property owner. All costs and expenses incident to the installation, restoration and connection of such a water service connection shall be borne entirely by the property owner. All such meters, and the installation of such meters, must be approved by the County.

- 4. Sprinkler Meter Installation \$ 550.00
(in existing meter pit)

Fees and charges for services larger than 3/4" and for meters larger than 5/8" shall be calculated by the Sanitary Engineer.

5. Equipment/Personnel Fees

- a) Backhoe & Operator (per hour) \$ 225.00
- b) Vactor & Operator (per hour) \$ 250.00
- c) Laborer (per hour) \$ Employee Expense
- 6. Contractor Registration Fee \$ 25.00
(Application/Renewal/Year)

5. That Section 9.02 (Water Tap Fees) of the Rules and Regulations of the Warren County Water and Sewer Department is hereby amended to read as follows:

Single Family Residential The Tap-In charge for single family residential dwelling units shall be as follows:

	4/1/2024
Single Family Residential Unit	\$5,000.00

ii) Multifamily Residential Developments The Tap-In charge for multifamily customers including, but not limited to apartments, condominiums, landominiums, and cottages shall be based on the meter size of the water service lateral serving the property, as set forth below, or the number of single-family residential (SFR) units with each dwelling unit assigned one SFR, whichever is greater:

Size of Meter	
5/8"	\$5,000.00
3/4"	\$10,000.00
1"	\$20,000.00

1 1/2"	\$35,000.00
2"	\$72,500.00
3"	\$92,500.00
4"	\$130,000.00
6"	\$145,000.00
8"	\$260,000.00

6. That Section 9.08 (Sewer Connection Charges) of the Rules and Regulations of the Warren County Water and Sewer Department is hereby amended to read as follows:

i) Single Family Residential The Connection Charge for single-family residential dwelling unit shall be as set forth below:

	<u>4/1/2024</u>
Single Family Residential Unit	\$5,500.00

7. That all other provisions of Sections 8.01, 8.02, 8.03, 9.02, and 9.08 shall remain unchanged by this action.

8. That these modifications to the new user rates and replacement and improvement fees are effective during the next scheduled utility billing cycle.

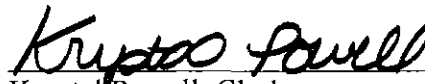
9. That these modifications to the Water Tap-In, Sewer Connection Charges, Meter Fees and other miscellaneous fees be effective April 1, 2024.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: Water/Sewer (file) ____

Resolution

Number 24-0390

Adopted Date March 12, 2024

MODIFYING SECTION 9.11 (1 & 2) OF THE RULES AND REGULATIONS OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to modify Section 9.11 (1 & 2) of the Rules and Regulations of the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED that section 9.11 (1 & 2) of the Rules and Regulation of the Water and Sewer Department is hereby amended to read as follows:

1.) CARLISLE AREA

The System Capacity Charge for residential units shall be \$1,166 with an effective date of April 1, 2024.

The System Capacity Fee increases annually based on the Consumer Price Index (CPI-U) for Cincinnati for the previous 12 months.

System Capacity Charges for other than an equivalent single-family residence shall be the System Capacity Charge multiplied by a factor representing the number of equivalent single-family residences.

The System Capacity Charge for structures other than residential units shall be based on Ohio EPA's "Suggested Sewage Flow Guide", with an estimated sanitary sewage flow of 400 gpd for a single-family residence.

2.) HUNTER AREA – DICK'S CREEK SEWER IMPROVEMENT AREA

The System Capacity Charge for residential units shall be \$1,166 with an effective date of April 1, 2024.

The System Capacity Fee increases annually based on the Consumer Price Index (CPI-U) for Cincinnati for the previous 12 months.

System Capacity Charges for other than an equivalent single-family residence shall be the System Capacity Charge multiplied by a factor representing the number of equivalent single-family residences.

The System Capacity Charge for structures other than residential units shall be based on Ohio EPA's "Suggested Sewage Flow Guide", with an estimated sanitary sewage flow of 400 gpd for a single-family residence.

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

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

Resolution adopted this 12th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)