

Resolution

Number 18-0037

Adopted Date January 23, 2018

PROMOTE TANYA SELLERS TO THE POSITION OF FOSTER CARE/ADOPTION SUPERVISOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, it is the desire of the board to promote Tanya Sellers from Foster Care Adoption Caseworker I to Foster Care/Adoption Supervisor; and


NOW THEREFORE BE IT RESOLVED, to promote Tanya Sellers to Foster Care/Adoption Supervisor within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade # A, \$1,937.92 bi-weekly effective pay period beginning February 03, 2018.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
Tanya Sellers' Personnel File
OMB – Sue Spencer

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

Resolution

Number 18-0038

Adopted Date January 23, 2018

HIRE JODI STONE-DANA AS FOSTER CARE ADOPTION CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Jodi Stone-Dana, as Foster Care Adoption Caseworker I within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$19.61 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective February 12, 2018, subject to a negative drug screen, background check and a 365 day probationary period; and

BE FURTHER RESOLVED, Ms. Stone-Dana will not receive the typical three percent (3%) increase upon completion of probation.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
Jodi Stone-Dana's Personnel file
OMB – Sue Spencer

Resolution

Number 18-0039

Adopted Date January 23, 2018

HIRE JASON STRICKLAND AS LAB TECH I, WITHIN THE WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Jason Strickland, as Lab Tech I, within the Water and Sewer Department, full-time, non-exempt, Pay Range #13, at a pay rate of \$14.81 per hour, effective February 12, 2018, 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Water/Sewer (file)
Jason Strickland's Personnel file
OMB-Sue Spencer
T. Reier

Resolution

Number 18-0040

Adopted Date January 23, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO DOUG SHORT,
EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE DEPARTMENT
EMERGENCY SERVICES

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Doug Short,
Emergency Communications Operator; and

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

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
D. Short's FMLA file
OMB – Sue Spencer

Resolution

Number 18-0041

Adopted Date January 23, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JESSE MADDEN,
EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE EMERGENCY SERVICES
DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Jesse Madden,
Emergency Communications Operator; and

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

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
J. Madden's FMLA file
OMB – Sue Spencer

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

Resolution

Number 18-0042

Adopted Date January 23, 2018

ACCEPT THE INTENT TO RETIRE FROM TOM MALONEY, BUILDING AND ELECTRICAL SUPERVISOR WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Maloney has expressed his intent to retire from Warren County upon receiving his approval from the Ohio Public Employees Retirement System; and

WHEREAS, Mr. Maloney will communicate the effective date of his retirement to the Board upon receipt of approval from the Ohio Public Employees Retirement System; and

WHEREAS, this Board accepts Mr. Maloney intent to retire upon receipt of approval from the Ohio Public Employees Retirement; and

NOW THEREFORE BE IT RESOLVED, to accept the intent to retire from Tom Maloney, Building and Electrical Supervisor, within the Building and Zoning Department of Warren County.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
T. Maloney Personnel File
OMB – Sue Spencer

Resolution

Number 18-0043

Adopted Date January 23, 2018

AUTHORIZE THE POSTING OF THE "BUILDING AND ELECTRICAL INSPECTOR I" POSITION, WITHIN THE BUILDING AND ZONING DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Building and Electrical Inspector I" position within the Building and Zoning Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting and advertising of the position of "Building and Electrical Inspector I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning January 24, 2018.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Building /Zoning (File)
OMB – Sue Spencer

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

Resolution

Number 18-0044

Adopted Date January 23, 2018

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF TUESDAY, FEBRUARY 6, 2018 AND ESTABLISH THE REGULAR MEETING OF THURSDAY, FEBRUARY 8, 2018 AS TRAVELING TO BE HELD IN THE HAMILTON TOWNSHIP ADMINISTRATION BUILDING

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Tuesday, February 6, 2018; and


BE IT FURTHER RESOLVED, that the regular meeting scheduled for Thursday, February 8, 2018, at 5:00 p.m. be a traveling meeting; said meeting to be held in the Hamilton Township Administration Building, 7780 South State Route 48, Maineville, Ohio 45039.

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

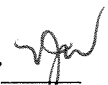
Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

tao/

cc: Auditor 
Hamilton Township Trustees
All Departments
Commissioners file
Press

Resolution

Number 18-0045

Adopted Date January 23, 2018

APPROVE MEMORANDUM OF UNDERSTANDING AND ADDENDUMS/
AMENDMENTS TO THE LABOR CONTRACTS BETWEEN THE WARREN COUNTY
SHERIFF AND THE WARREN COUNTY DEPUTY SHERIFF'S BENEVOLENT
ASSOCIATION

WHEREAS, there is a need to consider memorandum of understanding and contract addendums/amendments changing the collective bargaining agreements ("labor contract") between the Warren County Sheriff and the Warren County Deputy Sheriff's Benevolent Association covering all units, respectively; and

WHEREAS, the Memorandum of Understanding contains information regarding changes to Section 26.15 of the Sworn Supervisor contract and Section 27.15 of the Sworn Deputies and Non-Sworn Employees contract; and

NOW THEREFORE BE IT RESOLVED, the Board of Commissioners approves the above referenced Memorandum of Understanding and incorporating changes to the labor contract covering all bargaining units. Copy of the Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Warren County Deputy Sheriff's Benevolent Association
Sheriff (file)

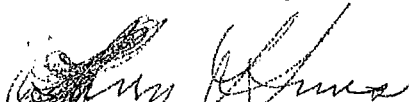
**Memorandum of Understanding
Between
The Warren County Sheriff and
The Warren County Sheriff's Office Benevolent Association**

The Warren County Sheriff and the Warren County Sheriff's Office Benevolent Association collectively referred to as "the Parties" hereby agree to the following Memorandum of Understanding (MOU) which shall be an understanding concerning the addition of clarification language to Section 26.15 of the Sworn Supervisor contract and Section 27.15 of the Sworn Deputies and Non-Sworn Employees contract. The Parties have executed the collective bargaining agreement effective through *November 20, 2019, SERB Case No. 2016-MED-08-0784, 0785, 0786, 0787 and 0788*. In an effort to clarify and/or interpret certain terms of that agreement, the Parties mutually agree as follows (new language in bold):

- ♣ "Section 26.15/27.15 An employee who calls in sick due to the employee's own illness is considered to be incapacitated and unavailable for work of any type for the twenty-four hour period following their scheduled start time **unless they make themselves available to resume duties for the employer by notifying the on duty supervisor.**"

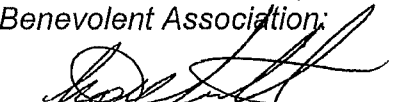
The Parties have accepted this MOU voluntarily and without coercion, and none of the Parties has been pressured to accept the provisions of this MOU for any reason.

For the Warren County Sheriff:



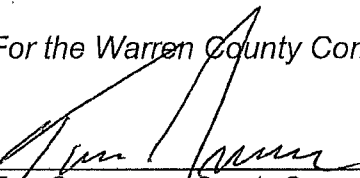
Larry L. Sims, Sheriff

For the Warren County Sheriff's Office
Benevolent Association:



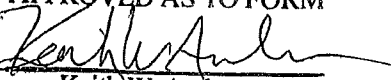
Deputy Scott Williams, President

For the Warren County Commissioners:



Tom Grossmann, County Commissioner

APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney

Resolution

Number 18-0046

Adopted Date January 23, 2018

APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH NATIONAL WATER SERVICES, LLC FOR THE REHABILITATION OF FIVE WATER PRODUCTION WELLS UNDER THE 2017 WELL REDEVELOPMENT PROJECT, PURCHASE ORDER NO. 21902

WHEREAS, this Board on August 1, 2017 entered into a Contract with National Water Services, LLC for the rehabilitation of five drinking water production wells located at three different well fields in Warren County; and

WHEREAS, upon removal, disassembly, and inspection of North Well No. 7 it was discovered that significant repairs to the column pipe, line shafts, motor, and other components are required due to age, long run times, and deterioration; and

WHEREAS, the chemical and mechanical redevelopment of Sod Farm Well No. 3 proved successful and the subsequent step drawdown and 24-hour pump testing has identified this well as being capable of future upgrading from the existing capacity of 900 gpm to 1,400 gpm, and that a proposed upgrade would required the well to be plumbness and alignment tested to confirm that a larger pump would fit within the existing well casing; and

WHEREAS, upon removal, disassembly, and inspection of Sod Farm Well Pumps No. 1, 2, and 3 it was discovered that the pitless adapters, column and drop pipes, and other components require repairs due to age, long run time, and general deterioration; and

WHEREAS, upon video inspection of Sod Farm Well No. 2 it was discovered that the casing pipe has deteriorated and failed at the screen interface allowing the surrounding gravel pack to enter the well, thus requiring the installation of a stainless steel liner; and

WHEREAS, the Warren County Water and Sewer Department is seeking approval from the Warren County Board of County Commisioners to allow the National Water Services, LLC to perform additional work items not contained within the Contract; and

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

NOW THEREFORE BE IT RESOLVED:

1. Approve Change Order No. 2 to the Contract with the National Water Services LLC, increasing Purchase Order No. 21902 by \$43,494.00 and creating a new Contract and Purchase Order price in the amount of \$ 279,391.00
2. By said Change Order, attached thereof and made part thereof, all costs and work associated with the change shall be added to the Contract.

RESOLUTION #18-0046

JANUARY 23, 2018

PAGE 2

3. That the President of this Board is hereby directed to execute and sign Change Order No. 2 of the Contract with the National Water Services, LLC for the 2017 Well Redevelopment Project.

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


Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 9
c/a – National Water Services LLC
Water/Sewer (file)
Project File



Warren County Water & Sewer Dept.

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

CHANGE ORDER

DATE: December 27, 2017

Change Order Number 2

Project Name: 2017 Well Rehabilitation Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
1	<p><u>Sod Farm Pump No. 1 Repairs</u> Provide all necessary labor, material, and equipment to repair, replace, or rehabilitate the following:</p> <ul style="list-style-type: none"> • Replace O-rings on the 16-inch Baker pitless adapter • Clean, sandblast, and epoxy paint the 8" diameter column and drop pipes • Wash and meg moter • Receive new pump supplied by the County and fit to motor 	\$3,303		120 days
2	<p><u>Sod Farm Pump No. 2 Repairs</u> Provide all necessary labor, material, and equipment to repair, replace, or rehabilitate the following:</p> <ul style="list-style-type: none"> • Replace O-rings on the 16-inch Baker pitless adapter • Clean, sandblast, and epoxy paint the 8" diameter column and drop pipes • Replace the combination coupling and check valve • Wash and meg moter • Receive new pump supplied by the County and fit to motor 	\$4,468		120 days
3	<p><u>Sod Farm Well No 2 Stainless Steel Casing Liner</u> Provide all necessary labor, material, and equipment to install a 14-inch stainless steel liner to repair the deteriorated 16-inch casing pipe.</p>	\$12,675		120 days
4	<p><u>Sod Farm Pump No. 3 Repairs</u> Provide all necessary labor, material, and equipment to repair, replace, or rehabilitate the following:</p> <ul style="list-style-type: none"> • Replace O-rings on the 16-inch Baker pitless adapter • Replace 42-feet of 8" diameter column pipe • Replace the combination coupling and check valve • Wash and meg moter • Receive new pump supplied by the County and fit to motor 	\$4,494		120 days
5	<p><u>Sod Farm No. 3 Plumbness & Alignment Test</u> Provide all necessary labor, material, and equipment to test the well casing and screen for plumbness and alignment in accordance with Appendix D of standard "AWWA A100-97, Water Wells".</p>	\$1,044		None

6	<p>North Wellfield Pump No. 7 Repairs Provide all necessary labor, material, and equipment to repair, replace, or rehabilitate the following:</p> <ul style="list-style-type: none"> • Clean and paint discharge head • Replace bushing in stuffing box • Replace 40-feet of 8-inch column pipe • Straighten 1.5-inch diameter drive and line shafts • Replace 1.5-inch diameter top shaft • Clean and paint bowl assemblies • Replace wear rings, bowl bushings, and shafts • Rebuild and repair existing 100 hp premium efficiency motor. 	\$17,510		120 days
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Sums of the ADDITIONS and DELETIONS

\$43,494

\$0.00

TOTALS FOR THIS CHANGE ORDER

\$43,494

- Attachments:
- Attachment A – Sod Farm Submersible Pump #1 Inspection Report (NWS, September 28, 2017)
 - Attachment B – Sod Farm Submersible Pump #2 Inspection Report (NWS, December 15, 2017)
 - Attachment C – Line Sod Farm #2 Well Quotation (NWS, December 15 2017)
 - Attachment D – Sod Farm Submersible Pump #3 Inspection Report (NWS, December 15, 2017)
 - Attachment E – Contract Change Order Form (NWS, December 22, 2017)
 - Attachment F – NWF #7 Inspection Report (NWS, October 18, 2017)
 - NWS Quote #121517-2 North Wellfield #7 Motor (NWS, December 15, 2017)

Original contract price \$217,235.00

Current contract price adjusted by previous change orders \$ 235,897.00

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

The New contract price including this change order will be \$ 279,391.

The contract time will be increased by 120 calendar days.

The date for completion of work will be May 31, 2018 .

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

Jason Lynch 1-8-18
National Water Services, LLC Date

[Signature] 1-9-18
Warren County Sanitary Engineer Date

[Signature] 1/23/18
Warren County Commissioner Date

[Signature] 1/23/18
Warren County Commissioner Date

[Signature] 1/23/18
Warren County Commissioner Date

ATTACHMENT A



September 28, 2017

Mr. Chris Brausch
 Warren County Water and Sewer District
 406 Justice Drive
 Lebanon, Ohio 45036

RE: Sod Farm Submersible Pump #1 Inspection

Dear Mr. Brausch,

Pursuant to our discussions and at your request, National Water Services, LLC is pleased to submit findings for **Sod Farm Submersible Pump #1 Inspection**. As follows:

Removal of Motor/Pumping Equipment

The pumping unit was removed on 08/28/2017 and mobilized to the Paoli shop for disassemble. The following report documents the existing conditions:

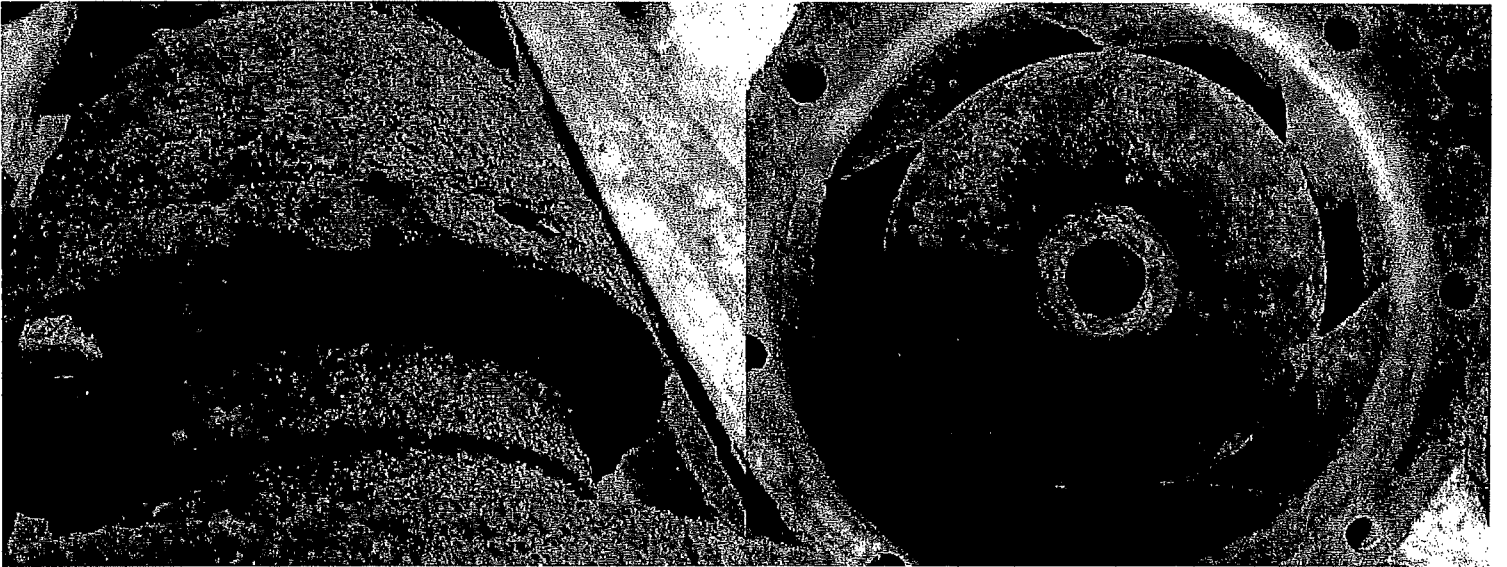
Customer: Warren County Job#:4573 Pump #: Sod Farm #1 Date: 8/31/17

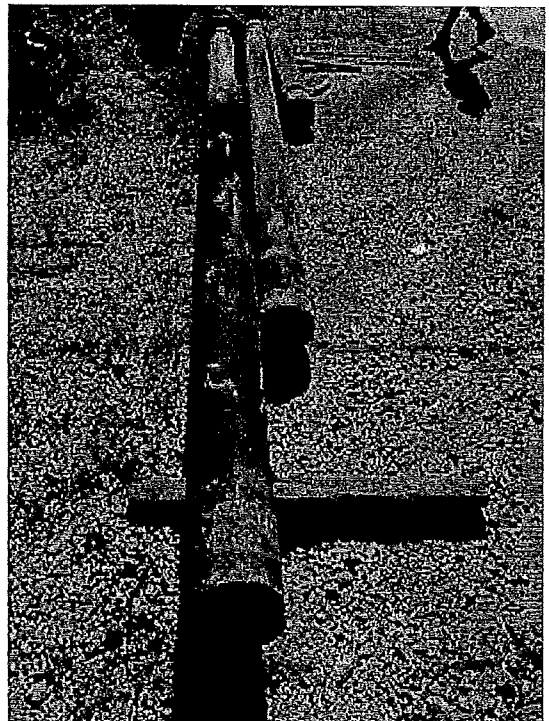
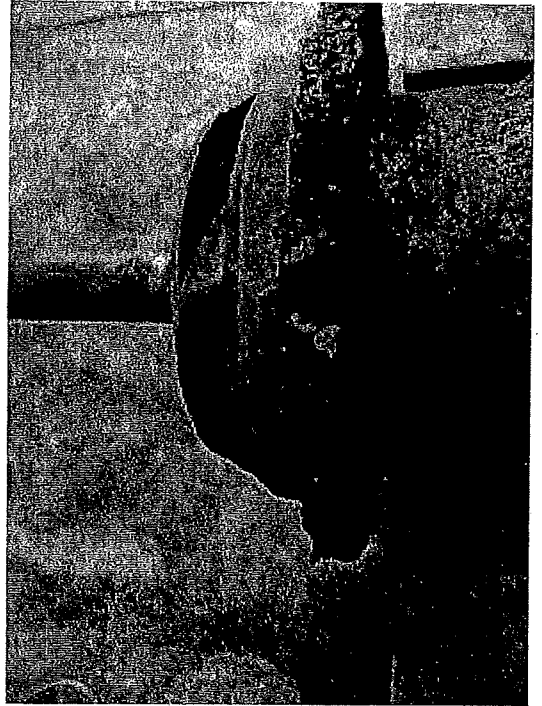
Qty	Description	Size	Condition
1	Pitless Adapter	16"	Baker - O-rings - Bad
1	5' Column Pipe	8"	OK - Needs Paint
	Drop Pipe	8"x21'	OK - Paint
	Combination Coupling	1 1/4"x8" Inline Check Valve	OK
5	Bowl Assembly & Casting	12RJLC -5	Castings soft - need replaced
4	Wear Rings	-	Bad
5	Bowl Bushing	-	Bad
4	Impeller & Collects	-	Bad
1	Bowl Shaft	-	Bad
1	Suction Pipe	-	OK
1	Motor	100Hp 480 1760rpm	Good

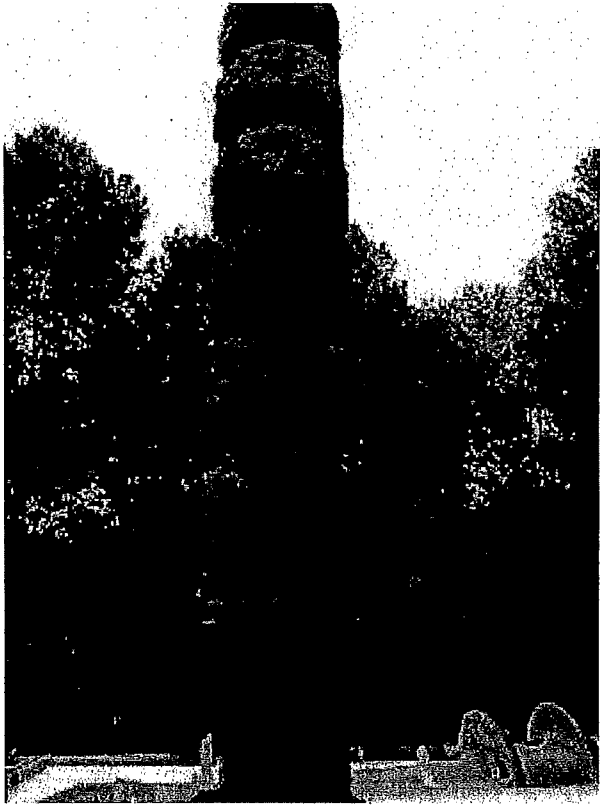
Note: The bowl assembly was soft and very brittle

Inspected By: Millard Lewis

Pics of the Pump Setting
Pump Assembly







Recommendations:

It is NWS's opinion that the bowl assemble needs to be replaced with the pitiless O-rings. New paint will be applied to the complete assembly

Item 1 – Materials

No.	Description	Price
1	National S11HC 5-stage Pump-End	\$11,408.00
2	16" Baker pitiless O-rings	\$308.00
3	Paint and misc. hardware	\$115.00
	Total	\$11,831.00

Item 2 – Shop Labor

- Clean threads & paint drop pipe
- Wash & meg Motor
- Receive & inspect new pump & fit to motor

Total Machine Shop Cost (32 Hours) **\$2,880.00**
Total Spare Pumping Unit Cost..... ~~\$14,711.00~~
3,803

National Water Services, LLC thanks you for allowing us to provide services to Warren County Water and Sewer District. If you have any questions you would like to discuss these findings in more detail, please do not hesitate to contact us.

Respectfully Submitted:
Jason (Jay) Lynch
Vice President of Northern Sales
National Water Services, LLC
(812)653-3394
www.national-water.com

ATTACHMENT B



December 15, 2017

Mr. Chris Brausch
 Warren County Water and Sewer District
 406 Justice Drive
 Lebanon, Ohio 45036

RE: **Sod Farm Submersible Pump #2 Inspection**

Dear Mr. Brausch,

Pursuant to our discussions and at your request, National Water Services, LLC is pleased to submit findings for **Sod Farm Submersible Pump #2 Inspection**. As follows:

Removal of Motor/Pumping Equipment

The pumping unit was removed on 11/7/2017 and mobilized to the Paoli shop for inspection. The following report documents the existing conditions:

Qty	Description	Size	Condition
1	Pitless Adapter	16"	Baker - O-rings - Bad-Needs Replaced
	Top Column Flange		
	Stuffing Box		
	Head Pipe		
1	5' Column Pipe	8"	OK-Needs Paint
	Drop Pipe	8"x21'	OK-Needs Paint
	Flanges		
	Combination Coupling	1'4"x8" inline Check Valve	BAD
	Rubber Bearings - NS		
	Drive Shaft - SS TPI - 10		
	Top Shaft - SS TPI - 10		
	5' Lineshafts - SS TPI - 10		

Qty	Description	Size	Condition
	Shaft Couplings – SS TPI – 10		
5	Bowl Assembly & Casting	12RJLC -5	Castings soft – need replaced
4	Wear Rings	-	Bad
5	Bowl Bushing	-	Bad
4	Impeller & Collects	-	Bad
1	Bowl Shaft	-	Bad
1	Suction Pipe		
1	Motor	100Hp 4" 480 1760rpm	Motor Megged bad and end caps are soft and corroded.

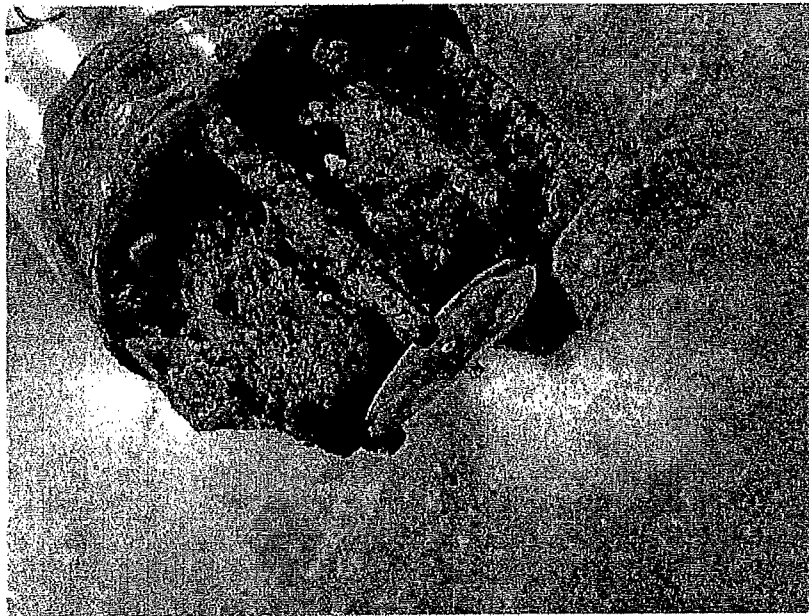
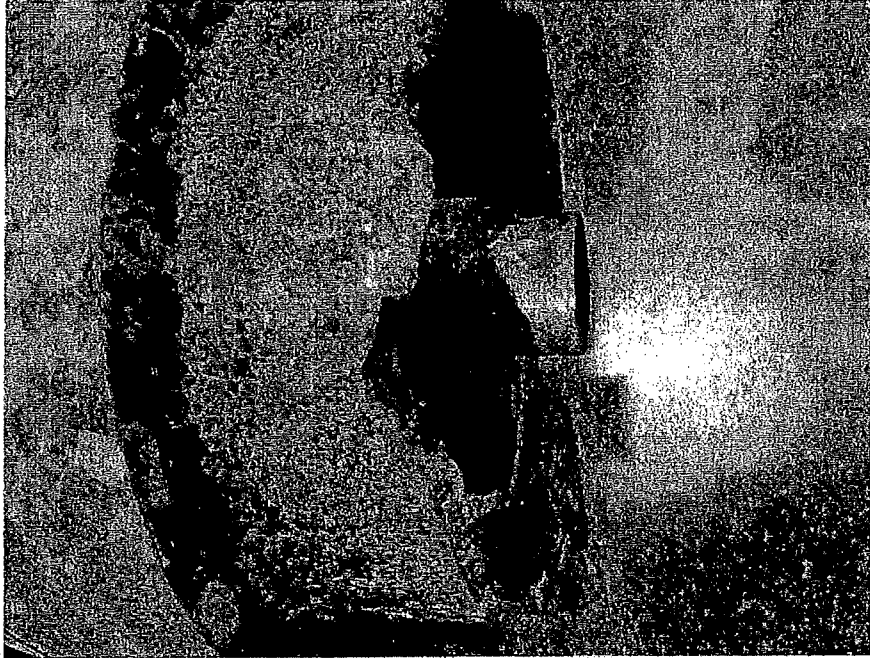
Customer: Warren County Job#: 4573 Pump #: Sod Farm #2 Date: 11/7/17

Note: The bowl assembly was soft and very brittle and would not separate.

Inspected By: Millard Lewis

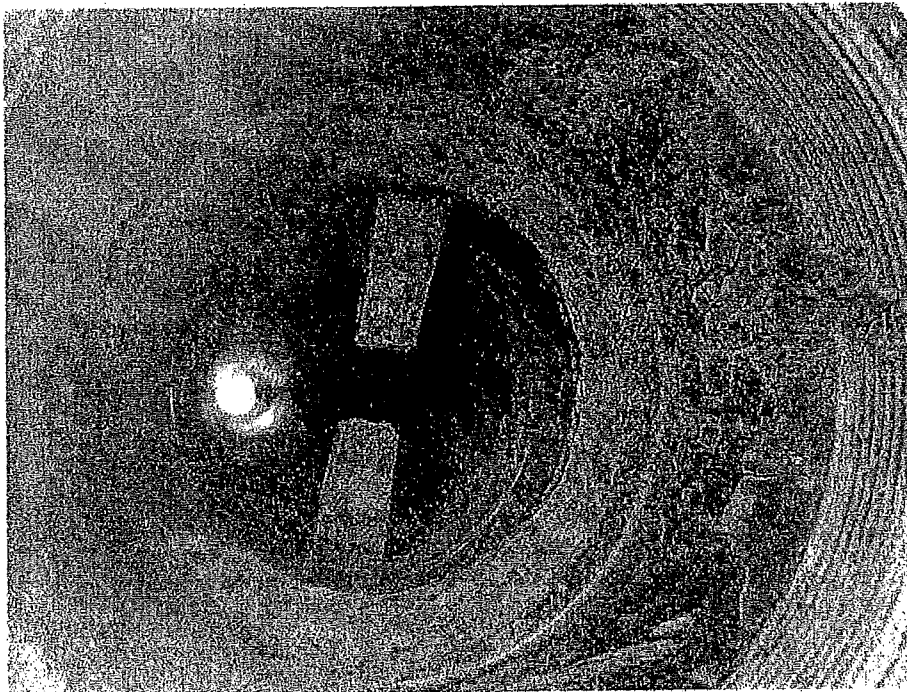
Pics of the Pump Setting







Motor Adapter



Check Valve

Recommendations:

It is NWS's opinion that the motor, bowl assembly needs to be replaced along with the pitless O-rings and check valve. New paint will be applied to the complete assembly.

Item 1 – Materials

No.	Description	Price
1	Goulds 12 RFLC 5 stage Pump End	\$11,408.00
2	16" Baker pitless O-rings	\$308.00
3	Paint and misc. hardware	\$115.00
4	8" Threaded In-Line Check Valve	\$1,885.00
5	100 H.P. Tesla Motor 1800 RPM	\$23,700.00
	Total Materials	\$37,416.00

Item 2 – Shop Labor

- Clean threads & paint drop pipe
- Wash & meg Motor
- Receive & inspect new pump & fit to motor

Total Machine Shop Cost (24 Hours)\$2,160.00

~~**Total Pumping Unit Cost.....\$39,576.00**~~
44,408

National Water Services, LLC thanks you for allowing us to provide services to Warren County Water and Sewer District. If you have any questions or would like to discuss these findings in more detail, please do not hesitate to contact us.

Respectfully Submitted:

Jason (Jay) Lynch
Vice President of Northern Sales
National Water Services, LLC
(812)653-3394
www.national-water.com

ATTACHMENT C



December 15, 2017

NWS Quote # -121517-4

Chris Brausch
Warren County Water District
406 Justice Drive
Lebanon, OHIO 45036

RE: Line SOD Farm #2 Well

Dear Mr. Brausch,

Pursuant to our discussions and your request, National Water Services, LLC is pleased to submit a proposal to Line Sod Farm #2 Well. A description as follows:

*5/16" THICK
SCHEDULE 20*

Lining Deep Well #2

- Mobilize a 2-man crew, completely equipped service truck, crane truck.
- Provide 312wall 14" Stainless Steel casing
- Provide a custom packer consisting of a Stainless Steel K-Packer 14" I. D. x 15.250" O. D., steel support ring, and 2 hard rubber support gland measuring the identical dimensions.
- Televise deep well
- Install 14" tube, packer and gland in well.
- Install Bentonite Seal in annular between 14" casing and the 16" casing, If Possible.
- Install metal stabilizing plate to 14" tubing and casing at a proper elevation to insure the pump and discharge piping is correctly aligned.
- Televise tubing and screen area to insure proper location of the packer and to inspect screen area.

Total Cost for Liner.....\$12,675.00

National Water Services, LLC is looking forward to providing these services for Warren County Water District. If you have any questions or would like to discuss this proposal in more detail, please do not hesitate to contact us.

Respectfully Submitted:

Jay Lynch
National Water Services, LLC
812-653-3394
www.national-water.com

ATTACHMENT D



December 15, 2017

Mr. Chris Brausch
 Warren County Water and Sewer District
 406 Justice Drive
 Lebanon, Ohio 45036

RE: **Sod Farm Submersible Pump #3 Inspection**

Dear Mr. Brausch,

Pursuant to our discussions and at your request, National Water Services, LLC is pleased to submit findings for **Sod Farm Submersible Pump #3 Inspection**. As follows:

Removal of Motor/Pumping Equipment

The pumping unit was removed on 11/7/2017 and mobilized to the Paoli shop for inspection. The following report documents the existing conditions:

Qty	Description	Size	Condition
1	Pitless Adapter	16"	Baker - O-rings - Bad-Needs Replaced
	Top Column Flange		
	Stuffing Box		
	Head Pipe		
	5' Column Pipe	8"	
2	Drop Pipe	8"x21'	Bad-Faces washed out and Corroded
	Flanges		
	Combination Coupling	1'4"x8" inline Check Valve	BAD
	Rubber Bearings - NS		
	Drive Shaft - SS-TPI-10		
	Top Shaft - SS-TPI-10		
	5 Lineshafts - SS-TPI-10		

Qty	Description	Size	Condition
	Shaft Couplings SS-TPI-10		
5	Bowl Assembly & Casting	12RJLC-5	Castings soft – need replaced
4	Wear Rings	-	Bad
5	Bowl Bushing	-	Bad
4	Impeller & Collects	-	Bad
1	Bowl Shaft	-	Bad
	Suction Pipe		

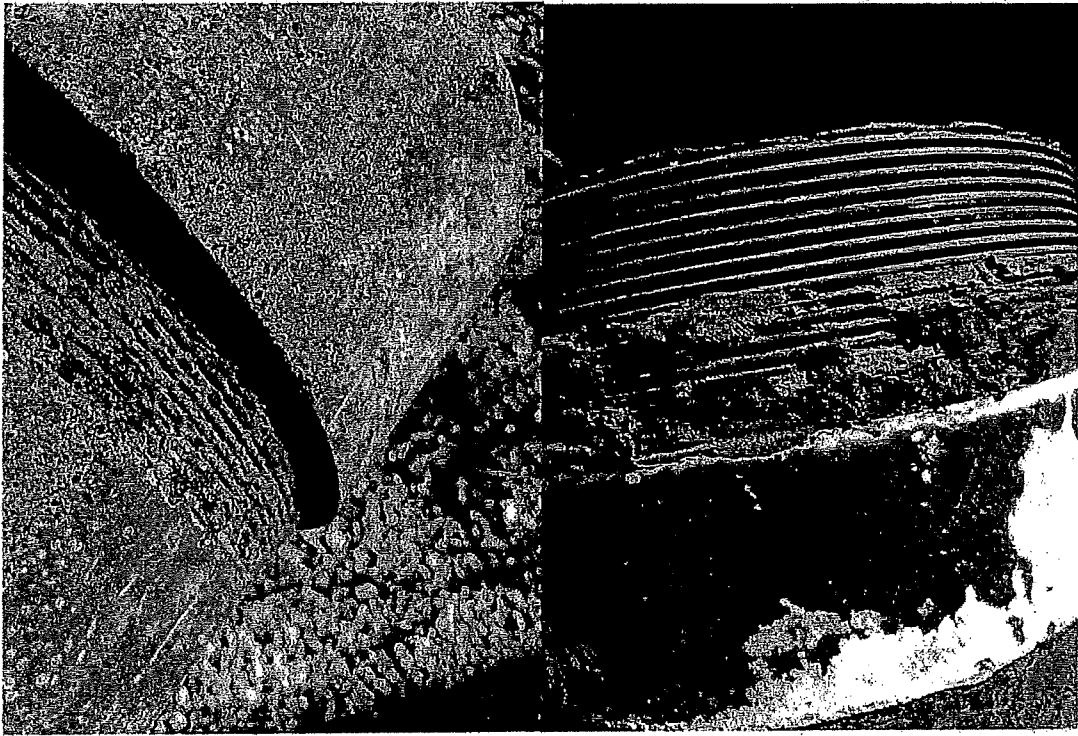
Customer: Warren County Job#: 4573 Pump #: Sod Farm #3 Date: 11/7/17

Note: The bowl assembly was soft and very brittle.

Inspected By: Millard Lewis

Pics of the Pump Setting

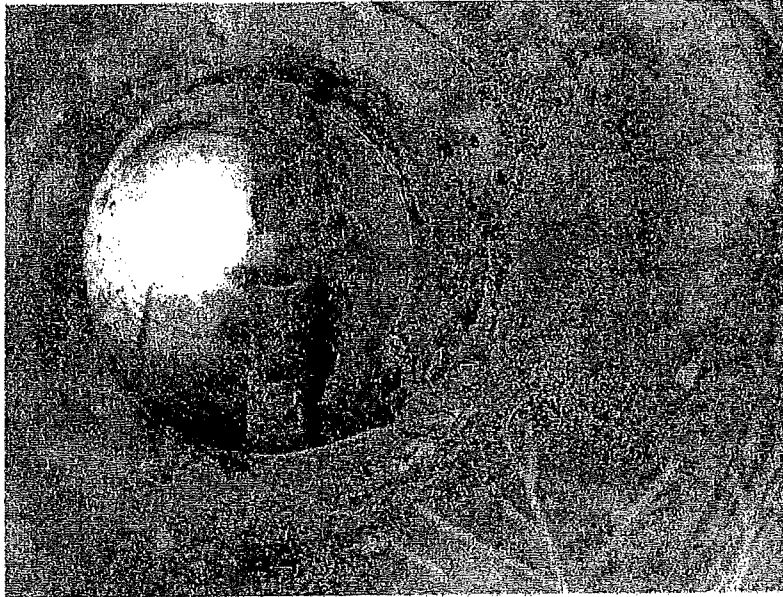




Motor Adapter



Check Valve



Recommendations:

It is NWS's opinion that the bowl assembly and column pipe needs to be replaced along with the pitless O-rings and check valve. New paint will be applied to the complete assembly.

Item 1 – Materials

No.	Description	Price
1	Goulds 12 RJLC 5 stage Pump End	\$11,408.00
2	16" Baker pitless O-rings	\$308.00
3	Paint and misc. hardware	\$115.00
4	8" Threaded In-Line Check Valve	\$1,885.00
5	2 – 8"x21' Black T&C Drop Pipe	\$1,870.00
6	8" Heavy Wall Pipe Nipple	\$316.00
	Total Materials	\$15,787.00

44,494

Item 2 – Shop Labor

- Clean threads & paint drop pipe
- Wash & meg Motor
- Receive & inspect new pump & fit to motor

Total Machine Shop Cost (24 Hours)\$2,160.00

**Total Pumping Unit Cost.....~~\$17,974.00~~
76,654**

National Water Services, LLC thanks you for allowing us to provide services to Warren County Water and Sewer District. If you have any questions or would like to discuss these findings in more detail, please do not hesitate to contact us.

Respectfully Submitted:
Jason (Jay) Lynch
Vice President of Northern Sales
National Water Services, LLC
(812)653-3394
www.national-water.com

ATTACHMENT E



Contract Change Order Form

Date: 12/22/2017

Owner: Warren County Water & Sewer
Department

Contractor: National Water Services, LLC

Project Name: 2017 Well Redevelopment Project

Change Order
Number: 4

Original Contract Date: 1/31/2018

Change in Work

It has been requested per Mr. Chris Brausch that the #3 Well in the Sod Farm is checked for Plumbness and Alignment. In reference to the specifications Section 02737 Page 16 Step 6. Only Sod Farm Wells 1 & 2 are mentioned. The cost for this service is listed below.

Total amount of this Change Order: \$1,044.00

The original contract sum was: \$217,235.00

Net amount of previous Change Orders: \$18,662.00

Total Original Contract amount plus or minus net change orders: \$235,897.00

The new contract amount including this change order will be: \$236,941.00

The contract time will be change by the following days: 0

The date of completion as of the date of this change order is: 1/31/2017

Contractor:

Owner:

National Water Services, LLC

Warren County Water & Sewer Department

Company Name

Name

PO Box 230

406 Justice Drive

Address

Address

Paoli, Indiana 47454

Lebanon, Ohio 45036

City, State, Zip

City, State, Zip

12/22/2017

Date

Date

Signature

Signature

ATTACHMENT F



October 18, 2017

Mr. Chris Brausch
 Warren County Water and Sewer District
 406 Justice Drive
 Lebanon, OHIO 45036

RE: NWF #7 Inspection Report

Dear Mr. Brausch,

Pursuant to our discussions and at your request, National Water Services, LLC is pleased to submit findings for **Well #7 Pump Inspection**. As follows:

Removal of Motor/Pumping Equipment

The pumping unit was removed and mobilized to the Paoli, In. shop for disassembly. The following report documents the existing conditions:

Qty	Description	Size	Condition
1	Discharge Head	8"x8"	OK - Needs paint
1	Stuffing Box	1-1/2"	OK-Needs Bushing
4	10' Column Pipe	8"	BAD-All are recommended for replacement
4	Drop in Spiders	8"x1-1/2"	OK
4	Rubber Bearings - NS	1-1/2" x 1-11/16"	OK
1	Drive Shaft - SS TPI - 10	1-1/2"	OK-Needs Straightened
1	Top Shaft - CS TPI - 10	1-1/2"	BAD-Needs Replaced
4	10' Line shafts-CS CS TPI - 10	1-1/2"	OK-Needs Straightened
4	Shaft Couplings - SS TPI - 10	1-1/2"	OK
4	Bowl Assembly & Casting	12MB	OK - Needs painting
4	Wear Rings		BAD-Need replaced

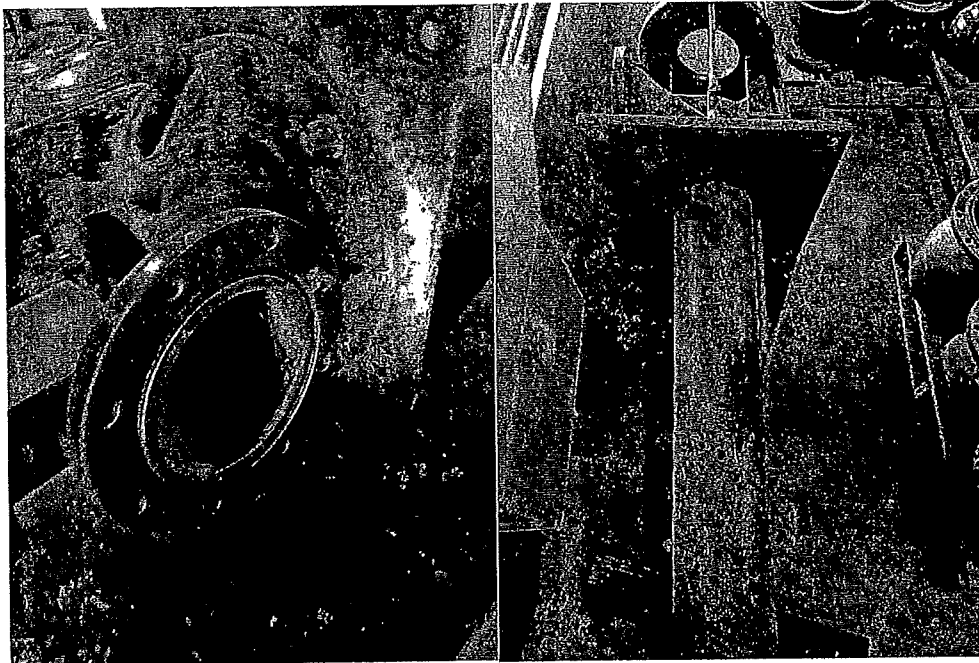
Qty	Description	Size	Condition
	Bowl Bushings		BAD-Need replaced
4	Impeller & Collects		OK-Impellers have minor pitting in skirts
1	Bowl Shaft		Bad-Needs Replaced
1	Motor		Needs Rebuilt

Customer: Warren Co. Job#: 4573 Pump #: 7 Date: 10/18/17

Inspected By: Millard (Lew) Lewis

Pictures of the Pump Setting

Head & Column Assembly

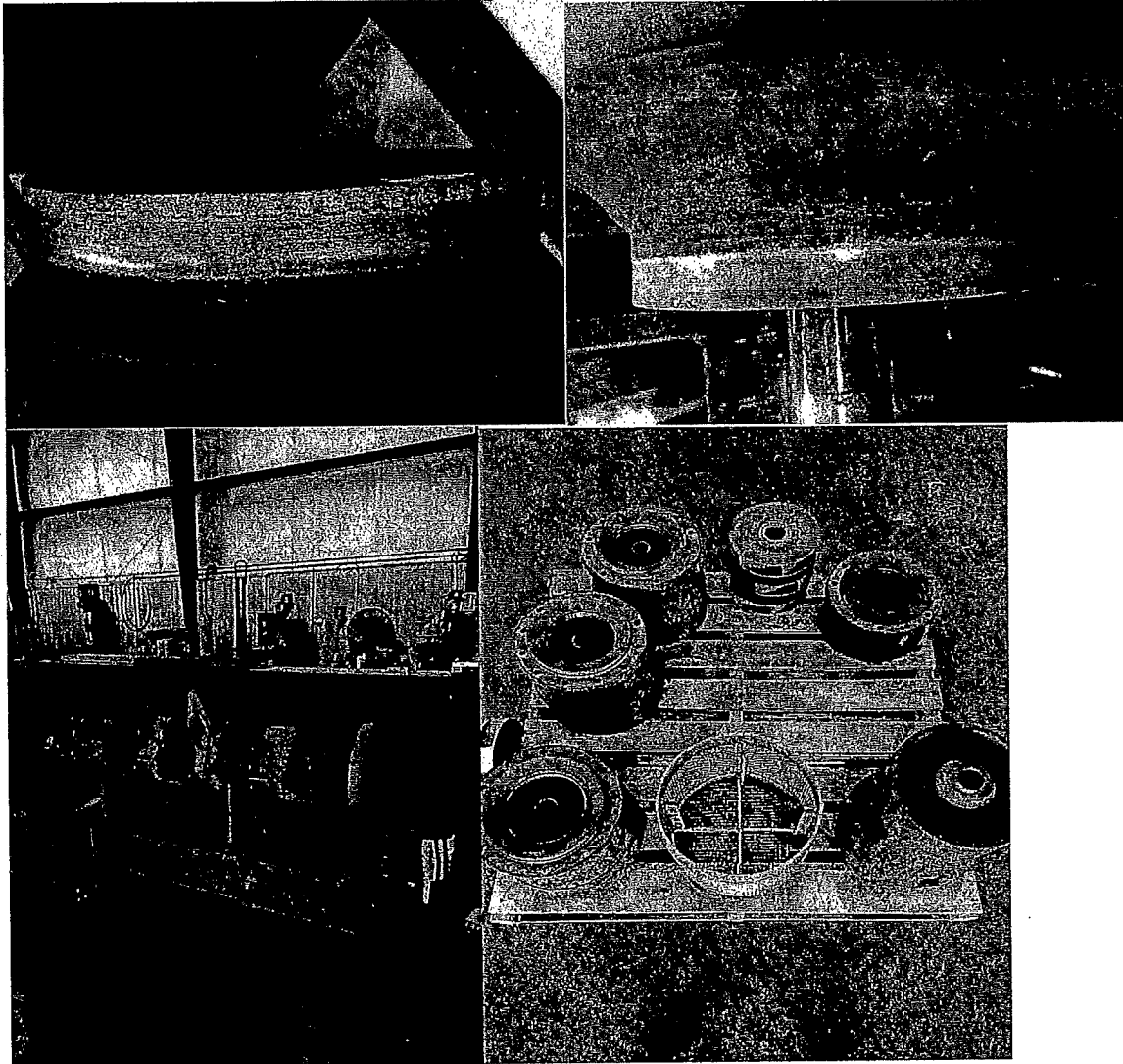


Column Assembly



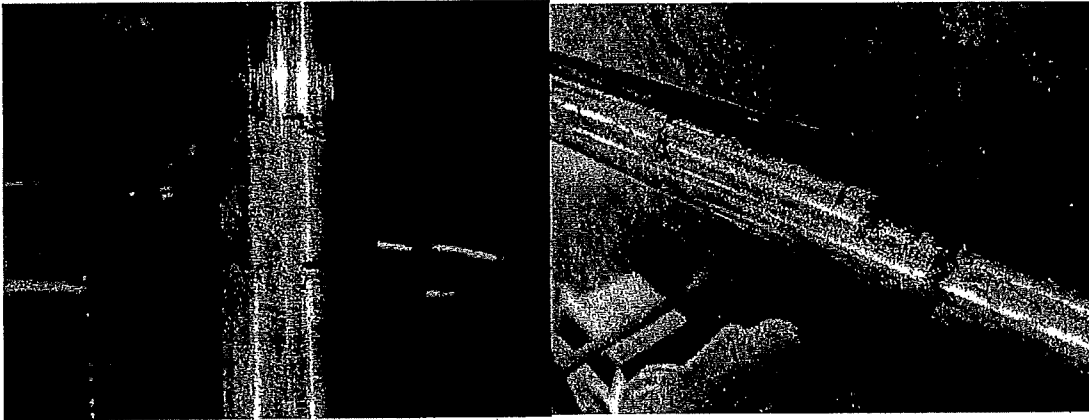
All 4 sections of column pipe is being recommended for replacement due to pitting and the face of the pipe is washed out. Notice in the first picture the hole in the pipe. This has caused a void in the gravel pack behind the screen and will resettle during the cleaning process. New column pipe will be painted with 2 part epoxy paint in accordance with the specifications.

Pump and Impellers



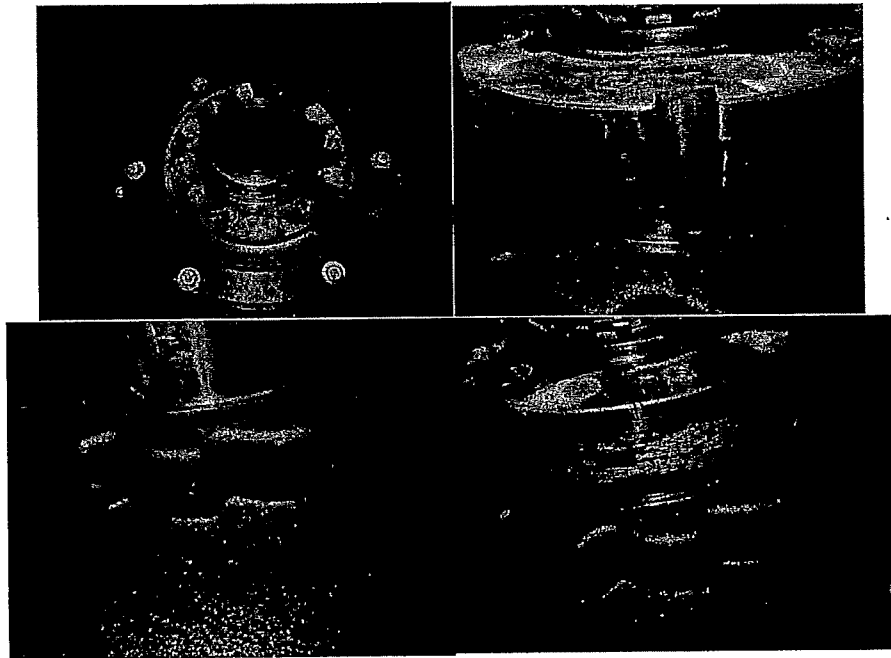
The pump bowls and impellers are in OK condition. There is signs that the pump has been moving sand and most likely due to the hole in the column pipe jetting through the screen and upsetting the gravel pack. The impeller skirts will be turned down and wear rings will be replaced and machined to manufacturer's tolerances and installed in the pump bowls. The bowls will be coated with 2 part epoxy paint in accordance with the specifications.

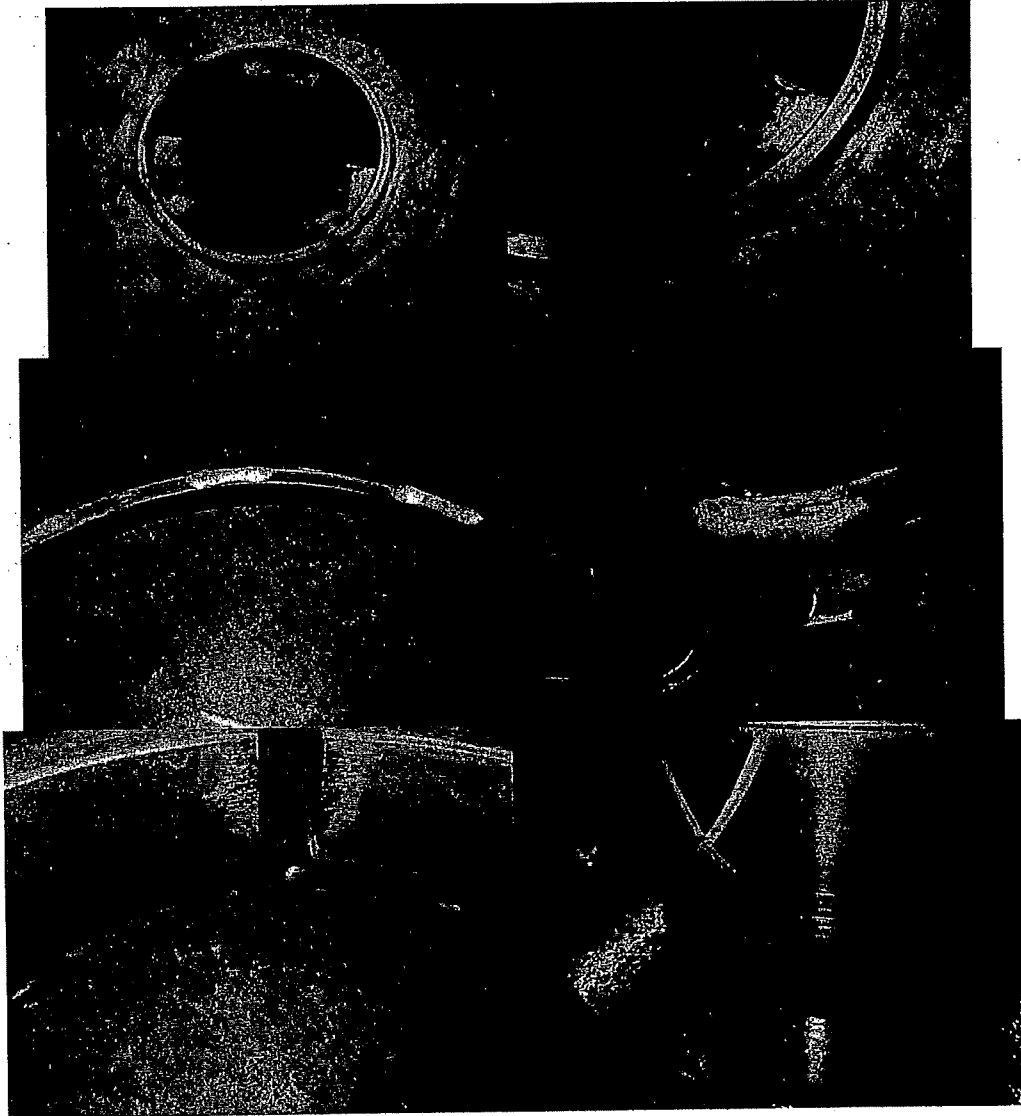
Shafting



The top shaft and bowl shaft are being recommended for replacement because of pitting and scoring at the packing box from moving material.

Motor





The motor has extensive damage to the Non-Reversing Ratcheting Mechanism. This could be caused by slow ramp up and ramp down during start-up and shut-down. The repair will require new bearings, oil, several hours of machining, reassembling, and rebalancing.

National Water Services, LLC is pleased to offer a proposal for these repairs to the North Well Field #7 Pump and Motor.

Cost for pump materials.....	\$3,060.00
Cost for Shop Labor (55 hours).....	\$4,950.00
Cost for motor repair.....	\$10,400.00
	9,500.00
	<hr/>
	\$17,510

We are waiting on our motor supplier to provide us the cost of a new motor and an alternative.

If you have any questions or would like to discuss this proposal in more detail, please don't hesitate to contact us.

Respectfully Submitted:

Jason (Jay) Lynch

Vice President of Northern Sales

National Water Services, LLC

(812) 653-3394

www.national-water.com



December 15, 2017

NWS QUOTE #121517-5

Chris Brausch
406 Justice Drive
Lebanon, OHIO 45036

RE: North Wellfield #7 Motor

Dear Mr. Brausch,

Pursuant to our discussions and your request, National Water Services, LLC is pleased to submit a proposal for a new 100 H.P. Premium Efficient, Inverter Duty Motor for the North Well Field #7 Well.

List Price For New Premium Efficient Motor.....	\$13,650.00
Your Cost For New Premium Efficient Motor.....	\$10,100.00
Cost for repairs to existing 100 H.P. Motor.....	\$9,500.00

National Water Services, LLC is looking forward to providing these services for the Warren County Water District. If you have any questions or would like to discuss this proposal in more detail, please do not hesitate to contact us.

Respectfully Submitted:

Jason E. Lynch
National Water Services, LLC
(812) 653-3394
www.national-water.com

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

Resolution

Number 18-0047

Adopted Date January 23, 2018

REDUCE LOAD LIMIT ON BRIDGE #52-4.02 ON ROACHESTER-COZADDALE ROAD FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #52-4.02 on Roachester-Cozaddale Road over First Creek is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #52-4.02 (Harlan Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #52-4.02, the Warren County Engineer has determined that the posted load limit should be reduced from the current load limit of 40 tons to 15 tons for 2 axle vehicles, 19 tons for 3 axle vehicles, 20 tons for 4 axle vehicles, 20 tons for 5 axle vehicles, and 20 tons for 6 axle or more vehicles, effective immediately; and

NOW THEREFORE, BE IT RESOLVED, to reduce the load limit on Bridge #52-4.02 on Roachester-Cozaddale Road in Harlan Township.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)

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

Resolution

Number 18-0048

Adopted Date January 23, 2018

APPROVE ANNUAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION REPORT WITH THE US DEPARTMENT OF JUSTICE FOR THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and authorize the Board of Commissioners to execute the Equitable Sharing Agreement and Certification Report with the US Department of Justice for participation in the Federal Equitable Sharing Program for the Warren County Sheriff's Office; said Equitable Sharing Agreement and Certification Report attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS

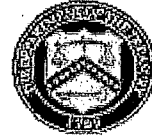


Tina Osborne, Clerk

cc: c/a – Department of Justice
Auditor
Sheriff (file)



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: OH0830000
Agency Name: Warren County Sheriff's Office
Mailing Address: 822 Memorial Drive
 Lebanon, OH 45036

Type: Sheriff's Office

Finance Contact
Name: Dickerson, Lisa
Phone: 5136952327
Email: lisa.dickerson@wcooh.org

ESAC Preparer
Name: Dickerson, Lisa
Phone: 5136952327
Email: lisa.dickerson@wcooh.org

FY End Date: 12/31/2017

Agency FY 2018 Budget: \$18,065,442.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance <small>(Must match Ending Balance from prior FY)</small>	\$46,074.15	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force <small>(Complete Table B)</small>	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received <small>(total of lines 1-5)</small>	\$46,074.15	\$0.00
7	Equitable Sharing Funds Spent <small>(total of lines a - n below)</small>	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance <small>(difference between line 7 and line 6)</small>	\$46,074.15	\$0.00

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants <small>(Complete Table C)</small>	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies <small>(Complete Table D)</small>	\$0.00	\$0.00
l	Support of community-based programs <small>(Complete Table E)</small>	\$0.00	
m	Non-categorized expenditures <small>(Complete Table F)</small>	\$0.00	\$0.00
n	Salaries <small>(Complete Table G)</small>	\$0.00	\$0.00
	Total	\$0.00	\$0.00

Table B: Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Table E: Support of Community-based Programs

Recipient	Justice Funds	

Table F: Non-categorized expenditures in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds

Table H: Civil Rights Cases

Name of the Case	Type of Discrimination Alleged			
	LaRhonda J. Strozier EEOC Charge Number: 473-2016-01167	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other: _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? YES NO

Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?
 Yes No

Agency Head

Name: Sims, Larry L.
Title: Sheriff
Email: larry.sims@wcsooh.org

APPROVED AS TO FORM
Keith W. Anderson
Keith W. Anderson
Asst. Prosecuting Attorney

Signature: *Larry L. Sims* Date: 1-8-18

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

Governing Body Head

Name:
Title:
Email:

Signature: *[Signature]* Date: 1/23/18

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular,

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

Resolution

Number 18-0049

Adopted Date January 23, 2018

APPROVE AND ENTER INTO CANINE WARRANTY/PURCHASE AGREEMENT WITH SHALLOW CREEK KENNELS ON BEHALF OF THE WARREN COUNTY SHERIFF REGARDING PURCHASE OF CANINE


BE IT RESOLVED, to approve and enter into agreement with Shallow Creek Kennels 6572 Seneca Road, Sharpsville, PA 16150, for canine warranty/purchase for the Warren County Sheriff in the amount of \$7,500.00; as attached hereto and made a part hereof;

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Shallow Creek Kennels
Sheriff (file)



Canine Warranty

1) Warren County Sheriff's Office agrees to purchase and Shallow Creek Kennels, Inc. agrees to sell K9 Heppy Breed, German Shepherd, ID# 182437 Sex Male, Born 06/21/2016 on this date 01/02/2018, for the Agreed price of \$7,500.00.

2) The purchasing party has ten (10) days to have the canine medically evaluated by a licensed veterinarian.

All dogs sold at Shallow Creek Kennels, Inc. have been examined by our Veterinarian in Europe prior to shipping and at Shallow Creek Kennels Inc. and are found to be healthy and free of hip and elbow dysplasia. We guarantee the canine will be able to obtain an OFA normal hip and elbow rating at the time of purchase.

Normal as described by OFA in an Excellent, Good or Fair rating.

If an OFA rating is desired, it is the buyer's responsibility to have an OFA quality x-ray taken, by a qualified Veterinarian and submitted to OFA for this rating.

If a quality radiograph taken by a qualified Veterinarian was submitted to OFA and the dog fails to obtain an OFA passing rating, Shallow Creek Kennels will replace the canine.

If the canine is found to have a genetic defect that precludes it from service work, Shallow Creek Kennels, Inc. will replace the canine, per the guarantee in section (4).

Any injury, illness or death, including but not limited to heat stroke, broken teeth or bones or adverse reactions to drugs, vaccines or anesthesia given by you or your Veterinarian during your time of ownership WILL NOT be covered in this contract and will void the warranty.

All dogs are fully vaccinated upon arrival at Shallow Creek Kennels, Inc. Any vaccinations given unnecessarily to your dog may cause damage to his or her immune system and cause health issues later. Please vaccinate with care. Over vaccinating will also void your warranty. To be clear, this is any vaccine given that was unnecessary.

All canines come with a microchip that can be registered with any microchip provider in the United States. If you or your Veterinarian place another microchip, the warranty will be void.

Any surgeries or medical procedures performed by a Veterinarian without notification to Shallow Creek Kennels, Inc. in writing will void the warranty.

3) If the canine does not pass examination, Shallow Creek Kennels, Inc. reserves the right to have the canine examined by an independent third party licensed veterinarian. If the veterinarian determines injury or illness as the cause, or the canine does pass on re-examination, this sale will stand.

4) Shallow Creek Kennels Inc. offers a one (1) year health guarantee on the canine. Health is defined into two categories, skeletal and genetic.

Skeletal: Hips, elbows, and spine.

Genetic: Any genetic disease that precludes the canine from performing the tasks of a Police Service dog.

Illness and or injury to the dog(s) while in your care is not covered by this warranty.

5) We also offer a 6 month workability guarantee on Police Service dogs. To clarify this, if the canine is found not to possess the drives or temperament for police service work, or if there is a problem that cannot be corrected by our staff, then the canine will be replaced.

This DOES NOT apply if the canine has been abused or neglected while under the care of your agency as determined by Shallow Creek Kennels, Inc.

No dogs will be replaced that are found to be handler aggressive.

No dogs will be replaced that have been involved in dog fights.

Shallow Creek Kennels, Inc. reserves the right to have the canine evaluated by an independent canine trainer or licensed veterinarian to validate all claims.

6) If replacement becomes necessary for health or workability, Shallow Creek Kennels, Inc. has forty-five (45) days to acquire a suitable canine for your needs. After forty-five days, if we are unable to locate a replacement, you may request a full refund of the original purchase price. Any and all shipping is at buyers' expense.

7) This contract contains the entire agreement between parties, governed by the laws of Warren County, Ohio. All terms and conditions to this contract shall be binding on the heirs, administrators, personal representatives and assigns of the owner and the kennel. Any controversy or claim arising out of or relating to this contract, or the breach thereof, or as the result of any claim or controversy, involving the alleged negligence by any party to this agreement that cannot be settled by the parties shall be subject to the jurisdiction of Warren County Common Pleas Court in Lebanon, Ohio.

**** Guarantee is VOID if the Veterinarian examination is not completed within ten (10) days of purchase.**

**** Guarantee is VOID if payment is not received in 30 days.**

8) The buyer, handler and agency shall assume any and all civil and criminal liability that may be incurred due to the actions of the canine.

9) There will be no replacements on replacement dogs.

10) This warranty is binding by signatures below.

11) I agree that I have examined the dog(s) to the best of my ability, and have found no obvious signs of illness or injury. i.e. lameness or broken teeth.

12) Any medical or workability issues must be submitted in writing.

Seller: Shallow Creek Kennels Inc.

Sign: 

Seller Authorized Agent or Representative

Sign: 

Buyer Authorized Agent or Representative

Print name: Tom Grossmann

Date: 01/02/2018

Contact # 513-695-1258

APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney

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

Resolution

Number 18-0050

Adopted Date January 23, 2018

APPROVE CONTRACT MODIFICATION TO THE ORIGINAL AGREEMENT WITH CENTURYLINK (FKA - LEVEL 3 COMMUNICATIONS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

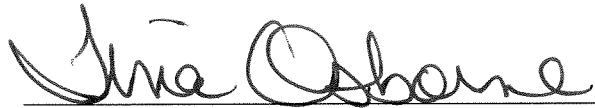
BE IT RESOLVED, to approve contract modification to the original agreement with CenturyLink (fka - Level 3 Communications) on behalf of Warren County Telecommunications; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Century Link
Telecom (file)

Document No. DID-0000663792
 Scenario: SM626117

Customer Information and Contract Specifications

Customer Name: Ohio, County of Warren
Account Number: 2-FGJLDJ

Currency: USD
Monthly Recurring Charges (MRC): \$1,448.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
500 JUSTICE DR, LEBANON, OH 45036 USA	Internet Access - 250 Mbps	Modify	co-term to 5/26/2018	1	\$1,150.00	\$0.00	\$1,150.00	\$0.00
	- Service Level = 24x7x4							
	- Primary DNS (up to 10)							
	- Secondary DNS (up to 50)							
	Internet Transport - Ethernet 1Gbps				1	\$298.00	\$0.00	\$298.00
	Site Readiness			1	\$0.00	\$0.00	\$0.00	\$0.00
	- Transport = Ethernet 1Gbps							
	- Standard Delivery - To the MPoE (Customer Provided)							
	Subtotal						\$1,448.00	\$0.00
	Totals						\$1,448.00	\$0.00

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Level 3 as set forth in section 4.
2. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified herein. Prior to installation Level 3 may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following such notice to terminate this Order (without liability) otherwise Customer is deemed to accept the increase. Services may be provided by Level 3 or its affiliates. Services to be provided internationally may require a Local Country Agreement.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on net services shall be Level 3's Minimum Point of Entry (MPOE) at such location (as determined by Level 3) and off-net demarcation points shall be the off-net vendor's MPOE. If this Order identifies aspects of services which are procured by Customer directly from third parties, Level 3 is not liable for such services.
4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3. The Service identified in this Order shall be governed by

and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Level 3 and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement) applicable to such Service. If Customer has not executed a Master Services Agreement with Level 3 but has executed a services agreement (including but not limited to Standard Terms and Conditions) with an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Order) provided that in such cases, the current standard Level 3 Service Schedule applicable to the Services shall apply. In the event that Level 3 and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, (i) Level 3's standard Master Service Agreement/Service Schedule(s) (as of the date of this Order) shall govern, a copy of which are available upon request and (ii) the Level 3 contracting party shall be the Level 3 entity invoicing such Services. Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Level 3's written delivery of a Customer Commit Date ("CCD") (i.e. the projected installation date) or Level 3's delivery of the requested Service, and, at the end of the Service Term the Services set forth herein shall renew on a month to month basis, terminable by either party with 30 days' advanced written notice and the rates are subject to change upon 30 days' notice from Level 3. "Affiliate Agreement" for CenturyLink Communications, LLC ("CenturyLink") or any companies that were affiliates of CenturyLink before the merger between CenturyLink and Level 3 means only an applicable Interexchange Carrier network agreement (e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, CenturyLink Wholesale Services Agreement or CenturyLink Master Service Agreement) for non-government customers. In the event of a CenturyLink Affiliate Agreement, (a) Level 3 will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, and (b) if Customer cancels or terminates Service for any reason other than Level 3's uncured default or if Level 3 terminates due to Customer's uncured default, Customer shall pay Level 3's standard early termination liability charges as identified in Level 3's ancillary charge summary, a copy of which is available upon request.

5. Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Level 3 will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Level 3, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Level 3 provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Level 3 that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a property tax surcharge of 4.25% and (b) a cost recovery fee of 3.4% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 and shall be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.level3.com/taxes.

8. Customer will pay Level 3's standard: (i) expedite charges (added to the NRC) if Customer requests a delivery date inside Level 3's standard interval duration (available upon request or at <https://MyLevel3.net>) and (ii) ancillary charges for additional activities, features or options as set forth in Level 3's ancillary charge summary, a copy of which is available upon request. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer and Customer shall pay such charges.

9. Equipment provided by Level 3 to be located in the Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or

Document No. DID-0000663792
 Scenario: SM626117

hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on the Customer's invoice by location served.

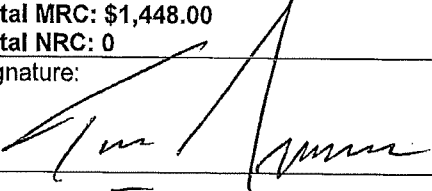
Activation Support

If requested by Customer, and for an additional charge assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point may be provided ("Activation Support").

Equipment Recovery

Upon termination of a Service for any reason, Level 3 or its representative will contact Customer to schedule a mutually acceptable time and date for retrieval of Level 3 Equipment located on Customer's premises. Alternatively, Level 3 may request that Customer package Level 3 Equipment and return it, at Level 3's cost, to a location identified by Level 3. If Customer does not provide Level 3 with access to its premises to allow Level 3 to recover the Level 3 Equipment within thirty (30) days following Level 3's contact, or if Customer does not ship the Level 3 Equipment to Level 3 within the thirty (30) days, then Level 3 may charge Customer and Customer shall pay for the replacement cost of such Equipment.


Signature Block

Customer: Ohio, County of Warren	
Total MRC: \$1,448.00	
Total NRC: 0	
Signature:	
Name:	Tom Grossmann
Title:	President
Date:	1/23/18

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 11-28-2017

APPROVED AS TO FORM


Kathryn M. Horvath
 Asst. Prosecuting Attorney

PURCHASE ORDER FILE INQUIRY
 PURCHASE ORDER#. 20565
 EXPENDED AMT. 34,314.41
 FUND..... 101
 SUB-FUND.....
 FUNCTION..... 2810
 OBJECT..... 430
 SUB-ACCOUNT..
 VENDOR NUMBER 14657
 APPROVAL DATE 7/12/17
 BLANKET PO... NO
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 40,000.00

FA0125-FAS20

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. 2017 TELEPHONE CHARGES
 GENERAL FUND
 *NONE
 TELECOMMUNICATIONS
 UTILITIES (GENERAL)
 *NONE

5,685.59 REMAINING AMOUNT

Name... LEVEL 3 COMMUNICATIONS LLC
 Address PO BOX 910182

DENVER, CO 80291-0182

LAST MEMO.. CHG AMT

	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1	1	2017 TELEPHONE CHARGES	25000.00
2		PO CHG #1 INCREASE 10/31/17 NR	15000.00

F3-RETURN

ROLLUP/ROLLEDOWN-CHANGE PAGE

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

Resolution

Number 18-0051

Adopted Date January 23, 2018

APPROVE AND ENTER INTO A CONTRACT WITH WARREN COUNTY COMMUNITY SERVICES ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a contract with Warren County Community Services on behalf of Warren County Department of Human Services for Information and Referral Services, for a total contract amount not to exceed \$24,000.00 beginning January 1, 2018 and terminating on December 31, 2018; contract attached hereto and made a part hereof:

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Community Services
Human Services (file)

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

The Vendor Contract, made and entered into on the _____ day of _____ 201~~7~~⁸, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Job and Family Services, Division Human Services (hereinafter referred to as WCDJFS) with offices located at 416 South East Street, Lebanon, Ohio and The Warren County Community Services (hereinafter referred to as WCCS) with offices located at 570 N. State Route 741, Lebanon, Ohio.

In accordance with 5101: 2-25 of the Ohio Administrative Code, the Ohio Department of Job Family Services is the State agency responsible for administering the Title XX Social Services Block Grant program. In turn, county Title XX Social Service programs are administered by County Departments of Job and Family Services. WCDJFS intends to enter into a contract with WCCS for Information and Referral Services for the residents of Warren County, Ohio.

Information and Referral is defined in 5101: 2-25-01 as services or activities designed to provide information about services provided by public and private service providers which may include a brief assessment of client needs (but not diagnosis and evaluation) to facilitate appropriate referral to community services (Exhibit B).

The following are the terms of this Vendor Contract:

1. **Purchase of Services:** The purpose of this Contract is to define the relationship and responsibilities for services provided by WCCS to WCDJFS. WCDJFS agrees to purchase for and Provider agrees to provide services detailed in this Contract (Exhibit A.). Any and all exhibits are deemed to be part of this Contract as fully as if set forth herein.
2. **Contract Period:** This contract will be effective from January 1, 2018, through December 31, 2018 inclusive, unless otherwise terminated, as provided herein. If both WCDJFS and WCCS agree, this contract may be **renewed** with the same terms, conditions, and dollar amount, based on performance and funding levels, for a period of one (1) year.
3. **Availability of Funds:** This Contract is conditioned upon the availability of Federal, State and local funds which are appropriated and/or allocated for WCDJFS use. This Contract may be terminated immediately in the event there is a loss of funding. WCDJFS shall notify Provider, at the earliest possible time, of any service that may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of services purchases and/or total Contract dollars. No penalty shall apply to WCDJFS in the event this provision is exercised. WCDJFS shall not be obligated nor liable for any future payments incurred by WCCS after the date of termination. WCCS shall be given a thirty (30) day notice prior to termination or reduction.

Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of funding and will not exceed the total of allocated funds. The total dollar value of this Contract may not exceed \$24,000.00, unless otherwise amended by Resolution of the Warren County Board of Commissioners.

A. RESPONSIBILITY OF THE WCDJFS:

- a. WCDJFS agrees to cooperate and collaborate with WCCS to plan, implement and monitor the provisions of service under this Contract. WCDJFS shall cooperate with WCCS in conducting or providing for periodic review services purchased under this Contract.
- b. WCDJFS shall collaborate with WCCS to develop and deliver quality services to Warren County residents.
- c. WCDJFS shall keep WCCS updated on any changes as it relates to Information and Referral.
- d. WCDJFS will refer calls to WCCS Information & Referral line when callers are requesting more intensive referral services.

B. RESPONSIBILITY OF WCCS

- a. WCCS shall provide the following
 - i. WCCS shall structure the services to meet the contract deliverables as set forth in this Contract.
 - ii. WCCS agrees to cooperate and collaborate with WCDJFS to plan, implement and monitor the provisions of services under this Contract.
 - iii. WCCS agrees to cooperate with WCDJFS in conducting or providing for periodic reviews of participant and employer satisfaction with services purchased under this Contract.
 - iv. WCCS shall adhere to WCDJFS policy for Information and Referral Services under Title XX.
 - v. WCCS shall meet fiscal and reporting requirements, as set forth by WCDJFS. The information shall include but is not limited to; the number of calls received, reason for the call, where referrals were made within Warren County.
 - vi. WCCS shall submit monthly reports to WCDJFS as part of the monthly billing. WCCS shall submit the Monthly Call Report and an Invoice of Services for reimbursement. All reports and invoices shall be submitted by the 10th of the following month of service.
 - vii. WCCS agrees to comply with WCDJFS efforts to recoup over expenditures if made in the purchase of services under this Contract.
 - viii. WCCS shall collaborate with WCDJFS to develop and deliver quality services to Warren County residents.
 - ix. WCCS shall remain updated with all changes related to Information and Referral within Warren County.

C. PURPOSE OF THE CONTRACT

- a. This contract is entered into for Information and Referral Services. WCCS intends to hire a full-time position however 25 hours will be for the purpose of answering the 2100 extension (Information & Referral Service) and providing Information and Referral Services to the residents of Warren County.

D. CONTRACT DELIVERABLES

- a. WCCS shall provide Information and Referral Services to those who call into 513-695-2100 or are transferred from WCDJFS 25 hours per week.
- b. WCCS is responsible for providing a staff member for 25 hours per week to answer all incoming calls. WCDJFS reserves the right to review the credentials of any WCCS staff and the right to request a WCCS staff person be removed if WCDJFS determines the Information and Referral Program is not meeting the standards set forth in this contract.
- c. WCCS will provide the necessary training regarding services in Warren County, Ohio and current technology to assist in job duties of the Information and Referral staff member.

E. TOTAL COST OF CONTRACT

- a. WCCS shall provide Information and Referral Services from January 1, 2018 through December 31, 2018, inclusive. WCCS will provide a minimum of 25 hours of Information and Referral Services per week. WCCS will invoice \$2,000.00 per month for 12 months for salary and fringe benefits expenditures for a total contract amount of \$24,000.00.

F. PAYMENT FOR PURCHASED SERVICES

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

- f. WCCS certifies that the services being purchased by WCDJFS are not available on a non-reimbursable basis and that claims made to WCDJFS for payment shall be for actual services rendered.

G. AVAILABILITY AND RETENTION OF RECORDS

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

H. EQUIPMENT: No equipment, software, promotional materials, etc., shall be invoiced by WCCS to WCDJFS.

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

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

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

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

- L. EQUAL OPPORTUNITY/NON-DISCRIMINATION:** Vendor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Vendor received Federal financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.
- M. TERMINATION:** In the event that either the WCDJFS or WCCS does not perform their responsibilities and/or obligations under this Contract, either party may initiate their intent to terminate the Contract by providing a thirty (30) day prior written communication to the other party. A final decision to terminate Contract shall be made jointly by WCDJFS and WCCS. This Contract may be terminated immediately in the event there is a loss of funding, disapproval by Federal Administrative Agency or upon discovery of noncompliance with any Federal or State Laws, Rules and/or Regulations.
- N. MODIFICATION OR AMENDMENT:** No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment. Any amendment or modification must be in writing, signed by both parties and not effective until a Resolution is passed by the Warren County Board of Commissioners approving the amendment or modification.
- O. CONTRACT MONITORING:** WCDJFS will monitor the program on a continuous basis. Any findings will be discussed with the WCCS coordinator or other employees of WCCS and may also be discussed with WCCS.
- P. GOVERNING LAW:** This Contract shall be constructed in accordance with, and the legal relations between the parties shall be governed by the Federal Law, laws of the State of Ohio and local laws as applicable to contracts executed and fully performed in the State of Ohio.
- a. **Compliance:** WCCS and WCDJFS agree to comply with all Federal and State laws, rules regulations; auditing standards; and applicable Office of Management and Budget Circulars, State statues and the Administrative Code Rules which are applicable to the performance of this contract
 - b. **Confidentiality of Information:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standard of confidentiality that applies to the employees of either party and/or the State of Ohio. The terms of this section shall be included in any subcontract executed by either party for work under this Contract.
- Q. RESOLUTION OF DISPUTES:** The agencies agree that the Directors of WCDJFS and WCCS shall resolve any disputes between the agencies concerning responsibilities under or

performance of any of the terms of this Contract. In the event the Directors can not agree to an appropriate resolution to the disputes, they shall refer to Ohio Board of Regents (OBR) and ODHS for a final binding determination resolving the dispute.

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

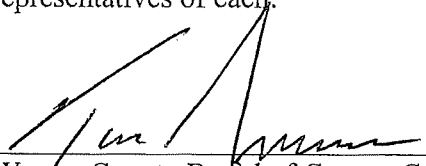
S. ENTIRE CONTRACT: This Contract contains the entire Contract between WCCS and WCDJFS with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings or agreements not herein contained shall be of any force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

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

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

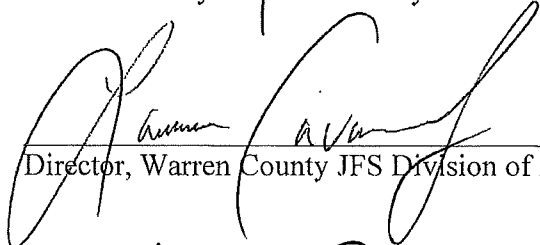
Warren County Community Services
570 N. State Route 741
Lebanon, Ohio 45036

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



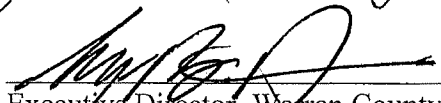
Warren County Board of County Commissioners

1/23/18
Date



Director, Warren County JFS Division of Human Services

12/12/2017
Date



Executive Director, Warren County Community Services, INC.

12/19/17
Date

Bobbi Vunah
Director, WCCS Family Services

12-19-17
Date

APPROVED TO FORM:

Keith Anderson
Keith Anderson, Assistant Prosecutor

12-8-17
Date

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

Resolution

Number 18-0052

Adopted Date January 23, 2018

APPROVE AND ENTER INTO A SOFTWARE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC. FOR THE ABACUS MAINTENANCE ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

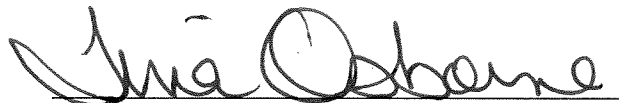
BE IT RESOLVED, to approve and enter into a software maintenance agreement with Unitronix Data Systems, Inc. from 02/27/18 – 02/26/19 utilized by the Department of Human Services; said agreement attached hereto and made a part hereof

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Unitronix Data Systems, Inc.
Human Services (file)

INVOICE

UNITRONIX DATA SYSTEMS, INC.
1124 ROUTE 202
RARITAN, N.J. 08869
(908) 231-9444 Fax (908) 707-1044

INVOICE NUMBER: 2957
INVOICE DATE: 11/28/17

SOLD TO: Warren County Department of Human Services
416 South East St
Lebanon, OH 45036

CUSTOMER ID		CUSTOMER PO		PAYMENT TERMS	
3350				NET 30	
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION	
1	ABACUS [1 + 1]	SOFTWARE MAINTENANCE FOR 02/27/18 THRU 02/26/19	2573.93	2,573.93	
				TOTAL DUE	2,573.93

LICENSE MAINTENANCE AGREEMENT

Agreement dated February 27, 2018 between Unitronix Data Systems, Inc., (hereinafter called "UDS") a New Jersey Corporation, with an office in Raritan, New Jersey 08869 and Warren County Department of Human Services (hereinafter called "customer") an Ohio Agency, having a principal place of business at 416 South East Street, Lebanon, Ohio 45036.

By its acceptance hereof, UDS agrees to provide service and maintenance for the software listed in Schedule A below, and any supplements to Schedule A so identified and signed by both parties (said software being hereinafter called "the software"), at the location(s) specified below. Either party reserves the right to terminate this agreement at any time with 30 days notice to the other party for any reason or no reason.

SCHEDULE A

LICENSE QTY DESCRIPTION

ABACUS@	[1]	SERVER LICENSE
USER	[1]	USER LICENSE

I. SOFTWARE MAINTENANCE INCLUDES:

- A. Shipping charges for mailing media from UDS to customer.
- B. Support of existing programs written by UDS.
- C. Answers to questions and problems that may occur on a daily basis.
- D. Telephone charges from UDS to customer.
- E. License to use software

II. SOFTWARE MAINTENANCE DOES NOT INCLUDE:

- A. Shipping charges for mailing media from customer to UDS.
- B. Writing new programs that are not on the current system, operating system upgrades or file conversions.
- C. Loss of data or operating systems due to hardware malfunction or operator negligence such as, but not limited to; copying diskettes incorrectly, reformatting drives, viruses, failure/incorrectly backing up files, Acts of God, etc.
- D. Telephone charges from customer to UDS.

Commencement Date : 02/27/2018 through 02/26/2019

Yearly Charge : \$2,573.93

Location : 416 South East Street, Lebanon, Ohio 45036

Keith W. Anderson
Keith W. Anderson
Asst. Prosecuting Attorney


In witness whereof, the parties hereto have caused this agreement to be executed by their authorized representative as of the day and year first above written.

UNITRONIX DATA SYSTEMS, INC.

WARREN COUNTY DEPARTMENT OF
HUMAN SERVICES

By: Richard A. Bittle 11/28/17
Name: Richard A. Bittle Date
Title: Secretary

By: Lauren V. Cavanaugh
Name: Lauren V. Cavanaugh Date 12/18/2017
Title: Director



President, Warren County Board of Commissioners

1/23/18

Date



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
 In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME		PHONE	
Unitronix Data Systems, Inc.		908-231-9444	
BUSINESS ADDRESS			
1124 Route 202			
CITY	STATE	ZIP	COUNTY
Raritan	NJ	08869	Somerset
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE
Joan L. Bubien			Systems Coordinator

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above on of this declaration.

APPLICANT SIGNATURE X	DATE 11/28/17
--------------------------	---------------

**CERTIFICATION IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

I, Joan L. Bubien , the undersigned below, as an individual or as a

representative of Unitronix Data Systems, Inc. for a contract for ABACUS Maintenance
(Name of Entity) (Type of Product or Service)

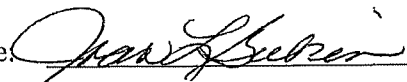
which was awarded by the County of Warren , make the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further state that I, the undersigned below, have the authority to make the following representation on behalf of myself or of the business entity:

1. That none of the following has **individually** made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an **individual**, one or more campaign contributions totaling in excess of \$1,000, to any member of the Warren County Board of Commissioners or their individual campaign committees:

- a. Myself;
- b. Any partner or owner or shareholder of the partnership (if applicable);
- c. Any owner of more than 20% of the corporation or business trust (if applicable);
- d. Each spouse of any person identified in (a) through (c) of this section;
- e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have **collectively** made since January 1, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess \$2,000, to any member of the Warren County Board of Commissioners or their individual campaign committees:

- a. Myself;
- b. Any partner or owner or shareholder of the partnership (if applicable);
- c. Any owner of more than 20% of the corporation or business trust (if applicable);
- d. Each spouse of any person identified in (a) through (c) of this section;
- e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature: 

Date: November 28, 2017

Title: Systems Coordinator

Unitronix Data Systems, Inc.

1124 ROUTE 202 • RARITAN, NJ 08869 • (908) 231-9444 • FAX (908) 707-1044

November 28, 2017

Lauren Cavanaugh, Director
Warren County Department of Human Services
416 South East St
Lebanon, OH 45036

Re: Renewal of ABACUS® software maintenance

Dear Ms. Cavanaugh,

Enclosed are two copies, which have been signed and dated by Unitronix Data Systems, Inc., of the yearly software maintenance agreement for February 27, 2018 through February 26, 2019 which is up for renewal.

To continue coverage, have an authorized representative complete both copies returning one fully executed copy for our records.

Also enclosed is invoice number 2957 in the amount of \$2,573.93 for payment processing.

If you have any questions do not hesitate to call us.

Sincerely,
Unitronix Data Systems, Inc.



Joan L. Bubien
Systems Coordinator

Resolution

Number 18-0053

Adopted Date January 23, 2018

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN UNION AGREEMENT ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND WARREN COUNTY DISPATCH ASSOCIATION (SERB CASE NUMBER 2009-MED-03-0366)

BE IT RESOLVED, to authorize County Administrator to sign a union agreement on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association (SERB Case Number 2017-MED-09-0958); as attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Warren County Dispatch Association
Emergency Services (file)
T. Zindel

Agreement between WCDA and Warren County Board of Commissioners
2018-2020

AGREEMENT

BY AND BETWEEN THE

**WARREN COUNTY
BOARD OF COMMISSIONERS**

AND

**WARREN COUNTY DISPATCH
ASSOCIATION**

SERB CASE NUMBER

2017-MED-09-0958

**Effective January 1, 2018 through
December 31, 2020**

Agreement between WCDA and Warren County Board of Commissioners
2018-2020

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PREAMBLE

This Agreement entered into by the Warren County Board of Commissioners, hereinafter referred to as the "Employer" and the Warren County Dispatch Association, hereinafter referred to as the "Association."

ARTICLE 1
RECOGNITION

Section 1.1. Pursuant to the certification of election results rendered by the State Employment Relations Board (SERB) in Case No. 08-REP-08-0135, as may be amended/clarified by SERB as forth herein, the Employer recognizes the Association as the sole and exclusive representative for all Emergency Communications Officers and Call-Takers employed by Warren County, Ohio.

Section 1.2. The Association recognizes the following employees as being included in the bargaining unit: All Emergency Communications Officers employed by Warren County, Ohio. All other employees of Warren County, Ohio, including Emergency Communications Supervisors are excluded.

Section 1.3. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

Section 1.4. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Association in writing within thirty (30) calendar days. If the Association disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Association's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Association, provided that if it involves a change in classification, the parties agree to jointly petition SERB first to amend/clarify the unit, and will include the position upon SERB's approval. If the parties do not agree, the position shall be subject to challenge by the Association to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1. The Employer shall retain all of the rights, powers and authority vested in it prior to the date of this Agreement. Unless the parties have specifically set forth in this Agreement a limitation upon the Employer's right or duty to manage the department, the Employer shall retain all rights imposed upon it by law to carry out the administration of the department and include, but not be limited to:

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- A. The right to direct, supervise, hire, promote, evaluate, suspend, discipline, or discharge for cause, transfer, assign, schedule and retain employees.
- B. The right to relieve employees from duty, and determine the number of personnel needed in the department, or to perform any functions; determine the services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- C. The right to purchase equipment, materials or services.
- D. The right to determine the appropriate job duties and personnel by which operations are to be conducted; determine overall mission of the department; maintain and improve the efficiency and effectiveness of the department, and the county.
- E. The right to make reasonable rules and regulate the department, and to establish and amend policies and procedures, and necessary rules relating to the operation of the department in regard to any matter.
- F. The right to take any necessary actions to carry out the mission of the department in situations of emergency; and to take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.
- G. The right to determine equipment to be used, the processes, techniques, methods and means of operations, schedules of shifts and working hours, and the right to establish standards of performance; to establish, maintain and amend occupational classifications and job descriptions and establish working rules, regulations, policies and procedures governing the conduct of the employees.
- H. The right to determine the geographical location of county facilities; to establish new units and relocate or disestablish existing units or facilities in part or in whole.
- I. The right to assign to shifts and duties.
- J. The right to introduce new or improved methods, operations, equipment or facilities.
- K. The right to schedule overtime work as required.
- L. The right to determine the need for additional educational courses, training programs, on-the-job training and cross-training.

Section 2.2. Where the rights, powers, and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein. Any exercise of these rights in violation of the express terms of this Agreement is subject to the grievance/arbitration procedure.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1. The Employer and the Association agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, military status, ancestry of any person, or Association membership or non-membership. Management's use of Bona Fide Occupational Qualifications in accordance with job characteristics shall not be construed as discrimination; therefore, not subject to the grievance procedure Article. Nothing in this Agreement shall preempt any employee or employees from bringing any discrimination cause of action pursuant to state or federal law. An employee must elect to pursue arbitration or other causes of action prior to arbitration. If an employee elects to pursue a discrimination cause of action pursuant to state or federal law, they are thereafter denied a remedy for the same discrimination claim in the Grievance Procedure Article in this Agreement.

Section 3.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4
ASSOCIATION SECURITY

Section 4.1. The Employer agrees, upon receiving a written authorization that has been voluntarily submitted by any bargaining unit employee, to deduct from earned wages all Association membership dues uniformly required of bargaining unit members. The Association will notify the Employer in writing upon execution of the Agreement and during December of each calendar year of the dues that it charges and the names of all employees for whom dues are to be deducted, and will update this information as needed. All dues deducted from bargaining unit members' wages shall be forwarded to Association at least once a month.

Section 4.2. The Employer agrees to deduct Association dues once each pay period from a regular paycheck of bargaining unit employees. Upon receipt of the voluntarily submitted written authorization, the Employer will begin to deduct Association dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 4.3. Employees in the bargaining unit who are not members of the Union, and who have completed sixty (60) days of employment, including employees who resign from membership in the Union after the effective date of this Article, shall pay to the Association, through payroll deduction, a fair share fee for the duration of this Agreement. This fair share fee is automatic and does not require the employee to remain a member of the Association, nor shall the fair share fee exceed the dues paid by the members of the

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Association in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The Association shall certify the amount of fair share fee to the Employer in writing during January of each calendar year. It is expressly understood that this provision is contingent upon the Association presenting the Employer with a rebate and challenge procedure and an independent audit which complies with applicable state and federal law.

Section 4.4. The Employer shall be relieved from making such individual deductions upon an employee's: (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit, (3) layoff from work, (4) unpaid leave of absence, or (5) any pay period during which the employee does not earn enough wages for Association dues to be deducted after all other deductions are made.

Section 4.5. The parties agree that neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Association dues deduction would normally be made by deducting the proper amount. The Employer has no financial responsibility for missed deductions.

Section 4.6. The Association agrees to save the Employer harmless in the event of any legal controversy with regard to the application of this Article. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 5
ASSOCIATION REPRESENTATION

Section 5.1. Following advance notice to the Director, representative(s) of the Association shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Association representative shall identify themselves to the Employer or the Employer's designee.

Section 5.2. The Employer shall recognize no more than five (5) employees from the bargaining unit, designated by the Association to act as Association Executive Board Members for the purposes of processing grievances in accordance with the Grievance Procedure. The employees so designated shall be recognized as Executive Board Members as provided herein.

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Section 5.3. The Association shall provide to the Director an official roster of all Association Executive Board Members which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home or cellular telephone number; and
- D. Association office held.

No employee shall be recognized by the Employer as an Association Executive Board Member until the Association has presented the Employer with written certification of that person's selection.

Section 5.4. The writing and investigating of grievances shall normally be on non-work time; however, the investigation or processing of grievances (alleged or filed) by Executive Board Members may be performed during working hours without loss of pay, when such activities do not interfere with the performance of the Executive Board Member's assigned duties. Executive Board Members shall obtain permission from their immediate supervisor prior to investigation or processing grievances and the supervisor will not unreasonably deny the request. The following are considered authorized representational activities which may be conducted during an Executive Board Member's work time when release of the Executive Board Members will not unduly disrupt the operation of the Employer:

- A. Preparation for and attendance at grievance or disciplinary hearing. The Executive Board Members will be given a reasonable amount of time immediately prior to the hearing for preparation.
- B. Investigation of any situation involving a work-related injury of a bargaining unit member.
- C. Any other representation activity specifically authorized by this Agreement (such as Labor/Management meetings), or specifically authorized by the Employer or his designee(s).

Section 5.5. The Association agrees that no Executive Board Member or representative of the Association either employee or non-employee of the Employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees.

Section 5.6. The Association shall be permitted to utilize the employee mailboxes in order to communicate confidentially with bargaining unit members.

Section 5.7. The Employer agrees to furnish the Association bulletin board space to be used by the Association for the posting of notices and bulletins relating to the Association. All items so posted will bear the signature of an official of the Association. The location of

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said bulletin board space shall be designated by the Employer. Items of a political or controversial nature shall not be posted.

ARTICLE 6
PROBATIONARY PERIODS

Section 6.1. Every newly hired employee or newly promoted employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination. An employee promoted from Call-Taker to ECO shall serve a six (6) month probationary period which shall commence on the first day the employee receives pay as an ECO. A Call-Taker that fails probation after promotion to ECO may be permitted to return to his previous Call-Taker position upon approval by the Director or his designee.

If a Call-Taker is promoted to ECO before completing six full months of service as a Call-Taker, he shall continue in the initial probationary period but shall not be required to serve an additional six months' probation upon attaining one full year of service as a Call-Taker/ECO. Call-Takers promoted to ECO after serving at least the first six (6) months of the initial probationary period shall be subject to the six (6) month promotional probationary period set forth above.

Section 6.2. Any employee who, while serving a probationary period, misses twenty-two (22) or more workdays due to occupational illness or injury, may have the probationary period extended by the length of the illness or injury. Such extension may not exceed the length of the original probationary period.

Section 6.3. Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire.

ARTICLE 7
SENIORITY

Section 7.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 7.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement. Seniority accrued by employees with the Warren County Sheriff's Office as of January 1, 1989, will continue to be credited as long as the employees are employed by Warren County.

Section 7.2. Except as set forth above, "seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Warren County Communications Center.

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- A. The following situations shall not constitute a break in continuous service:
 - 1. absence while on approved paid leave of absence or while on FMLA;
 - 2. absence while on disability leave;
 - 3. military leave; and
 - 4. a layoff of eighteen (18) months duration or less.

- B. The following situations constitute breaks in continuous service for which seniority is lost:
 - 1. discharge or removal for just cause;
 - 2. retirement;
 - 3. layoff for more than eighteen (18) months;
 - 4. failure to return to work within ten (10) calendar days of a recall from layoff;
 - 5. failure to return to work at the expiration of leave of absence; and
 - 6. a resignation without reinstatement within ninety (90) days.

- C. Seniority is suspended when an employee is on unpaid personal leave of absence. Upon return from leave the employee will be credited with the prior service time.

- D. Seniority continues to accrue under the situations described in Section 7.2(A)(1) through (4) above.

ARTICLE 8
DISCIPLINE

Section 8.1. The tenure of every bargaining unit employee shall continue with good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed or otherwise disciplined except for just cause. Forms of disciplinary action are:

- A. Verbal reprimand (time and date recorded);

- B. Written reprimand;

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C. Suspension without pay; and

D. Discharge from employment.

Section 8.2. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct.

Section 8.3. In any interview between a bargaining unit member and a member of management or designated representative of the Employer, once it is reasonably expected that discipline of the employee being interviewed may result, the employee may request to have an Association Executive Board Member or representative of his/her choice be present. Once scheduled, the interview will be delayed no more than one (1) hour for the employee to secure a representative. The employee may request one (1) continuance at the time the employee is notified of the date and time for which the hearing is scheduled.

Section 8.4. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspension, reduction, or termination), a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 8.5. Disciplinary conferences will be conducted by a hearing officer selected by the Employer. The hearing officer shall not be an employee of the Warren County Emergency Services.

Section 8.6. Not less than seventy-two (72) hours prior to the scheduled starting time of the disciplinary conference, the Employer will provide the employee an outline of the charges which are the basis for disciplinary action and notice of the date, time and place of the conference. The employee will be notified of his right to receive a copy of the Administrative Investigation (AI) report prior to the conference if such investigation took place. The employee shall submit a written request for such report to the Employer. The employee must either elect to attend the conference or waive in writing the opportunity to a conference. Failure to elect either option shall be deemed a waiver of the right to a conference.

Section 8.7. The employee is entitled to a representative of his choice to accompany him to the conference. Disciplinary conferences held outside the charged employee's scheduled working hours shall be considered hours worked.

Section 8.8. The Employer is under no obligation to present witnesses in a disciplinary conference; however, in the event the Employer presents witnesses at the conference, the employee or his representative will be permitted to confront and cross-examine them, subject to the hearing officer's right to reasonably limit the length and extent of such

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examination. A written report will be prepared by the hearing officer within ten (10) working days of the conference, concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee, his representative, the Association, and the Employer upon completion of the report.

Section 8.9. Whenever the Employer or his designee questions bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary conferences, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is questioned regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have the opportunity to have an Association representative or a representative of his choice present during the questioning. The Employer shall not be untruthful regarding existing evidence that supports any suspicion of the employee's misconduct during questioning.
- C. Prior to questioning, the employees will be ordered to answer all questions (including witnesses) and the employee shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty, and the Employer shall notify the employee of his or her rights pursuant to *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- D. The Employer may audio record any investigative interviews or disciplinary conferences. The Employer shall record any investigative interviews or disciplinary conferences upon the request of the Association or the participating employee. In the event that the interview or conference is recorded, the employee, their representative, and association shall be given a copy of the transcripts, and audio recording.
- E. Preliminary investigations and disciplinary conferences shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his shift.
- F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
- G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

Section 8.10. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

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Section 8.11. An employee who receives a verbal or written reprimand may appeal up through Step 4 of the grievance procedure. No further appeal or grievance of verbal or written reprimands will extend beyond this appeal. If the employee does not agree with the review they may include a brief statement to be attached to the reprimand in the personnel file.

Section 8.12. Newly hired probationary employees may be disciplined or terminated, and have no appeal through the grievance procedure³ contained herein.

Section 8.13. Employees shall be notified any time that the Employer is using audio or video monitoring equipment to record or monitor the employee's actions.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. A grievance is defined as an allegation that the terms of this Agreement have been violated. Resolution of a grievance shall be pursued in accordance with the following steps.

Section 9.2. Step 1: An employee who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion may be conducive to resolving the matter. If a settlement satisfactory to the aggrieved employee is reached during said oral discussion, such settlement shall be final and binding upon both parties. If an oral discussion does not produce a satisfactory settlement, the employee will be obligated to file a written grievance within the time period set forth herein. A grievance shall be reduced to writing and set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence, the Section of Agreement of alleged violation and the relief or remedy requested) and shall be submitted to the immediate supervisor within fourteen (14) calendar days after the event or knowledge of the event which is the cause of the grievance. The date following the event or knowledge of the event shall be considered the first day of the fourteen (14) calendar day period. The immediate supervisor must give their answer to the grievance in writing within fourteen (14) calendar days following the date on which the grievance was presented to them.

Section 9.3. Step 2: Failure of the immediate supervisor to respond to or resolve the grievance to the satisfaction of the aggrieved employee within the fourteen (14) calendar day period shall grant the employee the right to submit the grievance within fourteen (14) calendar days to the Communications Manager who shall rule on the merits of the grievance and must respond in writing within fourteen (14) calendar days.

Section 9.4. Step 3: If the grievance is not resolved by the Communications Manager to the satisfaction of the aggrieved employee within the fourteen (14) calendar day time period, the employee may then refer the matter to the Director or designee within fourteen (14) calendar days following the Communications Manager response. Should the

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Communications Manager fail to answer the grievance within the fourteen (14) calendar day period, the fourteen (14) calendar day submission period to the Director or designee shall commence on the day following the end of the fourteen (14) calendar day period granted to the Communications Manager. The Director or designee must answer the grievance in writing within fourteen (14) calendar days of the date of the receipt of the grievance.

Section 9.5. Step 4: If the grievance is not resolved by the Director to the satisfaction of the aggrieved employee within the fourteen (14) calendar day time period, the employee may then refer the matter to the management level administrator appointed by the County Commissioners or their designee within ten fourteen (14) calendar days following the Director's response. Should the Director fail to answer the grievance within the fourteen (14) calendar day period, the fourteen (14) calendar day submission period to the management level administrator appointed by the County Commissioners or their designee shall commence on the day following the end of the fourteen (14) calendar day period granted to the Director. The management level administrator appointed by the County Commissioners or their designee must answer the grievance in writing within fourteen (14) calendar days of the date of the receipt of the grievance.

A grievance unresolved at Step 4 may be submitted to arbitration upon request from the Association in accordance with the provisions of this Article.

Section 9.6. The Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 4, the Association shall notify the Employer of its intent to seek arbitration.

Section 9.7. The Director and the Association shall immediately thereafter attempt to agree on an arbitrator to hear the dispute. If the Director and the Association are not able to agree upon an arbitrator within fourteen (14) calendar days after receipt by the Employer of the demand for arbitration, the Association may request a list of fifteen (15) arbitrators from the American Arbitration Association (Ohio Arbitrators only). After receipt of the same, the parties shall strike names and indicate preferences as set forth in the AAA rules. The Association shall first strike a name from the list of arbitrators. Either party may once reject the list and request another list of fifteen (15) arbitrators from AAA. The party that rejects an arbitration list shall be responsible for any costs involved in obtaining a substitute list.

Section 9.8. The arbitrator shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, amend, modify, add to, delete from or otherwise alter this Agreement.

Section 9.9. The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such grievance originated or to make any award based on rights arising under any previous

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agreements, grievances, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of the Agreement.

Section 9.10. All costs involved in appointing the arbitrator and in obtaining an initial list of arbitrators, as well as all other costs directly related to the services of the arbitrator, unless paid by the State of Ohio, shall be equally shared by the Employer and the Association.

Section 9.11. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that employees who may be required to testify or be present at the grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such time required to be in the hearing. The fees of any court reporters or any other method of providing an official transcript of the hearing shall be paid by the party asking for them. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.

Section 9.12. The Association shall use a grievance form which shall provide the information required in the Article. The Association shall have the responsibility for duplication, distribution and their own accounting of the grievance forms. The Employer shall furnish to the employee and the Association Representative(s) all replies concerning the grievance.

Section 9.13. The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such restrictions are waived, they shall be strictly applied.

Section 9.14. No part of this Article will in any way limit the legal rights of the aggrieved employee or the Employer.

Section 9.15. Disciplinary actions of verbal reprimand (time and date recorded) and written reprimand may be appealed through the grievance procedure, but not the arbitration procedure. Grievances arising from lost pay discipline (suspension, reduction, or discharge) shall be initiated at Step 2 of this grievance procedure.

ARTICLE 10
PERSONNEL FILES

Section 10.1. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, during regular business hours, and may upon request and at the employee's expense, receive a copy of documents contained therein.

Section 10.2. No anonymous material of any type shall be included in the employee's personnel file.

Section 10.3. Each disciplinary action shall remain effective and in the employee's

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personnel file for twenty-four (24) months after its issuance; thereafter, the action shall cease to have force and effect provided the same or a related offense does not reoccur within that period of time.

Section 10.4. Each employee will have the right to insert statements into his personnel file concerning his response to any type of disciplinary action. These statements will be removed at the same time as the disciplinary notice which pertains to them is removed from the employee's personnel file.

Section 10.5. Inactive files provided for in Sections 10.3 and 10.4 of this Agreement shall be subject to all applicable laws, statutes, and court decisions pertaining to public records.

ARTICLE 11
SAFETY AND WELFARE

Section 11.1. The Employer and the Association agree that the safety and welfare of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury.

Section 11.2. The Association agrees that careful observance of safe working practices and the Employer's safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules among employees similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Violation of the Employer's safety rules subjects the offending employee to disciplinary action.

Section 11.3 The Employer will make every reasonable effort to maintain all equipment and facilities in a safe and healthful condition. No bargaining unit member will be required to exercise their duties with unsafe equipment. Reports of unsafe equipment shall be presented to the immediate supervisor. The supervisor will make a determination as to whether the equipment can safely perform the function for which it was intended. Any grievance over safety and welfare issues shall be initiated at Step 2 of the grievance procedures.

Section 11.4. Bargaining unit employees shall receive the same EAP benefits as non-bargaining unit employees under the jurisdiction of the Commissioners.

ARTICLE 12
LABOR/MANAGEMENT AND SAFETY MEETINGS

Section 12.1. In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issues, the parties' designated representatives agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this Article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues)

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require immediate attention. No more than two (2) employee representatives in pay status will attend such meetings. The Association and the Employer may have representatives as each deems necessary to address the issues, and neither Party may compel the other to participate in a labor/management meeting without its designated representatives.

Section 12.2. The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

- A. Discuss the administration of this Agreement.
- B. Notify the Association of material changes made by the Employer which may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Association representative the opportunity to share the view of its members and/ or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, training, safe work practices and methods, equipment, tools and facilities.
- H. Review all health and safety complaints and make recommendations for corrective action.
- I. Discuss with the Association proposed changes made by the Employer which affect wages, hours, terms, and other conditions of employment of bargaining unit members when such discussions are mutually agreed to by the parties.
- J. Consider recommendations for changes from the Employer or the Association in policies, operating procedures, rules, or regulations.

Section 12.3. Written responses promised by either party shall be submitted to the other party within ten (10) work days after such meeting.

ARTICLE 13
TRAINING

Section 13.1. All training required of, and authorized for, an employee by the Employer shall be paid for by the Employer. All such required and authorized training shall be

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counted as time worked, including driving time to and from training sites located outside of Warren County. On multiple-day training sessions where the employee has been authorized by the Employer to remain at or near the training site overnight, the days in training which do not

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require travel to the site from Warren County or to Warren County from the site shall be counted as regular work days, not to exceed eight (8) hours per day or forty (40) hours per work week.

Section 13.2. The Employer shall pay for all authorized and approved expenses incident to such training for required meals, lodging, parking, mileage, tuition, and fees. Employees are entitled to meal reimbursement only if travel is more than fifty (50) miles from Lebanon, Ohio or if the travel includes an overnight stay. Mileage reimbursement is only available if no County vehicle is available for use by the employee.

Section 13.3. Required training and/or instruction shall be considered time worked when the employee is not scheduled to work and is in an off duty status; however, employees may have their work schedule changed to accommodate training sessions.

Section 13.4. In the event an employee is scheduled for off-site, single-day training, the employee shall be paid for the time spent traveling to and from the training. This travel time shall start at the employee's regular work site and end when the employee returns to their regular work site. Travel time may be limited to one round trip per training when overnight accommodations are available and approved. Travel time shall be considered hours worked and paid at the appropriate rate of pay.

ARTICLE 14
PROFESSIONAL INSURANCE

Section 14.1. The Employer agrees to defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 14.2. The Employer shall provide defense counsel for an employee concerning his professional actions arising out of the lawful performance of his official and/or assigned duties.

ARTICLE 15
PERSONAL ELECTRONIC DEVICES

Section 15.1. On duty personnel are prohibited from using any personal electronic device (ex. cell phone, personal computer) for official County business.

Section 15.2. Use of personal electronic devices will be permitted; however, supervisors may limit such use based upon operational needs.

ARTICLE 16
EQUIPMENT AND UNIFORMS

Section 16.1. The Employer shall supply at no cost to the employee all equipment and uniforms required by the Employer, in quantities specified by the Employer. Employees

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shall have equipment and uniforms replaced by the Employer on an as needed basis as determined by the Employer.

Section 16.2. The Employer reserves the right to prescribe reasonable dress and grooming standards.

ARTICLE 17
ALCOHOL/DRUG STANDARDS

Section 17.1. Drug/alcohol testing may be conducted on employees prior to employment, or upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 17.2. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action; however such actions shall not be based solely on the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, in accordance with Article 8 of this Agreement.

Section 17.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article. A positive result for the purpose of this article, shall be defined as "any detectable level of alcohol" (.02 or above).

Section 17.4. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The collection of samples shall be done by an outside health care provider. The drug screen will be used to

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detect the illegal use of a controlled substance, which includes the illegal use of or abuse of legal and illegal substances. The result of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 17.5. The results of the drug tests shall be delivered to the Employer and the employee tested. Prior to reporting a positive result on a confirmatory drug test the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

Section 17.6. Split Sample Testing:

- A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.
- B. In the event the split sample test confirms the results of the primary test, the Employer may proceed with the sanctions as set forth in this article.
- C. In the event that the split sample test contradicts the result of the primary test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 17.7. Test results shall not be released unless the employee has provided a signed release for disclosure of the results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's written consent. Nothing herein shall be construed to supersede any rights an employee may have to the privacy of his/her medical records under applicable law.

Section 17.8. If the alcohol or drug test is positive, adulterated, substituted, or dilute the employee may be subject to discipline in accordance with Article 8 of this Agreement and/or if this is a first violation of this Article or a self-referral involving alcohol and/or a misdemeanor drug-related activity, the Employer will offer the employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the employee's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and/ or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a leave of absence without pay for the period of the rehabilitation or

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detoxification program. Upon completion of such program and a negative result on a return-to-duty test, the employee shall be returned to his/her position. Such employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following rehabilitation, unless additional tests are prescribed by his/her substance abuse professional. If the employee refuses to undergo rehabilitation, or if he/she fails to complete a program of rehabilitation, or if he/she tests positive, adulterated, substituted, or dilute on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action in accordance with Article 8 of this Agreement.

Section 17.9. Costs of all alcohol/drug screening tests required by the Employer shall be borne by the Employer.

Section 17.10. For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug/alcohol screening test results and all related follow-up with the MRO, SAP, rehabilitation programs, etc. No other medical finding may be released without the express written authorization of the employee.

ARTICLE 18
HOURS OF WORK AND OVERTIME/
CALL-OUT TIME/ON-CALL TIME/COURT TIME

Section 18.1. Employees shall have no less than an eight (8) hour layover between regularly scheduled shifts. Unscheduled overtime, state of emergency, and court time shall not be considered a scheduled shift.

Section 18.2. The standard work period for all bargaining unit employees shall consist of no more than forty (40) hours per each seven (7) calendar day work period. The Employer retains the ability to change the schedule upon showing of good cause with at least sixty (60) days advance notice. Any schedule change will result in employees selecting their preference of shifts, according to seniority, except as set forth herein.

The parties agree to discuss issues relating to scheduling, as necessary, in labor-management meetings.

Section 18.3. All hours worked in excess of a member's normally scheduled forty (40) hours in the standard work period shall be considered overtime and shall be compensated at the rate of one and one-half (1.5) times his regular straight time hourly rate of pay. Hours worked shall include all hours in paid status, except sick leave. Hours worked does not include sick leave for the purpose of overtime computation. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (e.g., court time).

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Overtime shall be calculated in one-quarter hour (15 minutes) increments. Employees shall not be forced to work more than twenty-eight (28) hours in a forty-four (44) hour period, unless the employee volunteers for such hours.

Section 18.4. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1.5) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of sixty (60) hours at any given time. In the event an employee accumulates sixty (60) hours of compensatory time, then any future overtime hours of work and overtime hours shall be compensated with overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

- A. The election of overtime pay or compensatory time is solely the right of the employee, and he shall so indicate his election when reporting the overtime worked;
- B. Request for compensatory time off shall be honored subject to the operational needs of the Department;
- C. Requests for compensatory time off must be submitted not less than fourteen (14) days in advance of the time requested. The Director or designee may approve compensatory time off with less than the fourteen (14) day advance notice.
- D. Compensatory time off requested by an employee which has been approved and scheduled, shall not be canceled except for states of emergency that would require it.
- E. An employee will only be paid for accrued compensatory time upon termination of employment. Such payment will be at the employee's current rate of pay.

Section 18.5. With the prior approval of the supervisor, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the pay status of either employee, such that both employees will be credited for hours in paid status as if both employees had worked their normal work schedules for the shifts they were originally scheduled before the trade. Neither employees shall receive overtime for the hours worked on the traded shifts. An employee who works an exchange and earns overtime during hours other than the shifts that were traded shall continue to be eligible for overtime compensation as otherwise provided in this Agreement.

With prior approval of the supervisor, an employee may work a scheduled day off in exchange for additional day off to be scheduled in the same work period, without receiving any additional compensation.

Section 18.6. Scheduled Overtime Opportunities. When a supervisor determines that additional staffing is needed for any shift or part of a shift, the additional hours available shall be offered to bargaining unit employees as follows when the need is determined at least twenty-four (24) hours in advance.

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- A. The date and hours available shall be posted.
- B. The supervisor shall notify employees who have signed up for voluntary duty assignment notification of the date and hours available.
- C. Bargaining unit employees willing to work the overtime opportunity shall complete an overtime request form for the hours the employee is willing to work.
- D. Each bargaining unit employee may submit no more than two (2) overtime request forms in a twenty-four (24) hour period.
- E. The form is to be stamped with the date and time upon submission of a completed form.
- F. If more than one employee requests to work the same hours, the employee with the earliest date and time stamp shall receive the overtime opportunity.
- G. Overtime opportunities covering vacations or compensatory time shall be posted fourteen (14) days in advance, but in no case less than ten (10) days in advance, unless a shorter advance notice is accepted at the discretion of the supervisor.
- H. Once a voluntary overtime shift is assigned it cannot be cancelled by the employee unless another employee volunteers to work the assigned hours or the regular schedule of the employee originally assigned to work the voluntary overtime is changed for any reason. The use of sick leave in accordance with Article 23 shall not be considered cancelling an overtime shift pursuant to this Section.
- I. Employees who call in sick for an overtime shift they have agreed to work under this section must provide a doctor's note verifying the need for sick leave. If the employee fails to provide a doctor's note, he shall not be permitted to work voluntary overtime for thirty (30) days from the date of the call-in. Any voluntary overtime the employee has signed up for during this thirty (30) day period shall be re-posted in accordance with the provisions of this Article.
- J. Qualified probationary employees may sign up for voluntary overtime if a non-probationary employee has not signed up to work such overtime at least seventy-two (72) hours in advance of the scheduled overtime.

Section 18.7. Unscheduled Overtime Opportunities. When a supervisor determines that additional staffing is needed for any shift or part of a shift, the additional hours available shall be offered to bargaining unit employees as follows when the need is determined less than twenty-four (24) hours in advance, or if the scheduled overtime remains unfilled with less than twenty-four (24) hours in advance after following the procedures set forth in Section 18.6.

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- A. If the overtime opportunity is not filled, the supervisor shall notify all bargaining unit employees who have signed up for the voluntary overtime opportunity notification, including qualified probationary employees of the date and hours available. The overtime opportunity will then be given to the employees who respond in the order they respond.
- B. If no bargaining unit employees respond within one (1) hour after the Employer notifies the employees who signed up for voluntary overtime opportunity notification, then the additional overtime opportunity hours shall be offered to employees working the preceding and/or succeeding shifts, as applicable.

Section 18.8. Mandatory Overtime. If no employee volunteers for an overtime opportunity after offering the overtime opportunity to bargaining unit employees pursuant to Section 18.6 and Section 18.7, the supervisor may offer the extra hours to any available supervisor, or assign a non-probationary employee to work the overtime based upon the overtime equalization record which shall expire at the end of the last full pay period of the year. However, January's overtime opportunities will be assigned from the previous year's record.

- A. The overtime equalization list shall be updated within twenty-four (24) hours of any change to the list. The only hours that will count towards the overtime equalization record for the purpose of mandatory overtime will be hours worked inside the communications center sitting a radio position or answering phones.
- B. An employee shall be afforded at least an eight (8) hour layover between hours of duty. A state of emergency and court time will be exceptions to this requirement. Any employee assigned to work involuntarily under this Section shall be compensated at the rate of one and one half (1.5) times his or her regular straight time hourly rate of pay for the additional hours the employee actually worked involuntarily, even if such hours would not otherwise cause the employee to exceed forty (40) hours worked pursuant to Section 18.3.

Section 18.9. Call-In Pay. Any employee required by the Employer to work at a time outside his or her regularly scheduled shift, which time worked does not about his regularly scheduled shift, shall be paid a minimum of two (2) hours at time and one half (1.5) his or her regular straight time hourly rate of pay.

Section 18.10. The Employer shall designate one employee from this bargaining unit to serve as the Emergency Communications Officer In Charge (ECOIC) when no supervisor is on-duty. Only qualified bargaining unit employees as determined by the Employer shall be designated as the ECOIC.

Section 18.11. Employees shall select their shift assignment according to their seniority, except as set forth herein. During the month of November of each agreement year,

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employees shall submit their first and second shift preferences to the Employer. Where employee schedules include fixed days off of work, the selection of shifts by seniority includes selection of regularly scheduled off-days. Final new work schedules will be posted by December 15th of each year. Any new assignment shall begin in January. This provision does not prevent the Employer from temporarily changing the shift assignment of any employees due to training needs. Trainers shall only be reassigned from their permanent shifts when their specialized expertise is required. The Employer shall maintain eight (8) trainers. In the event the number of trainers falls below eight (8), the Employer shall request volunteers to attend the training course. The Employer shall choose from among those that request to attend the training course and shall send them to the training course at no cost within six (6) months of the time the vacancy occurred. Preference choice shall be applicable throughout the year for any vacancy which may occur. Shifts shall be fixed subject only to the bidding process and the provisions contained herein.

Section 18.12.

- A. When the Employer determines it is necessary to change an employee's crew assignment, the Employer shall offer to meet with the affected employee prior to implementing any change. The employee shall be entitled to Union representation during this meeting if the employee chooses to be represented.

- B. Other than during the shift bid process outlined in Section 18.11, if the Employer switches an employee to a different crew, and the change in assignment would require the employee to use additional vacation or compensatory time to cover the employee's previously scheduled consecutive days off for vacation or compensatory time (including the employee's regularly scheduled off days), the Employer may adjust the employee's work schedule and/or schedule a trade day to avoid the use of additional leave or loss of pay. If the employee's schedule cannot be adjusted and the employee would be otherwise required to use additional vacation or compensatory time, the employee shall receive his or her regular rate of pay for the additional hours up to his or her regularly scheduled work week without requiring the employee to use additional vacation or compensatory time. A change in an employee's crew assignment shall not cause any other employee to lose vacation leave that was scheduled and approved prior to the crew change.

Section 18.13 Employees may not take leave at the beginning or end of their shift in less than two (2) hour increments.

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ARTICLE 19
WAGES AND COMPENSATION

Section 19.1. Effective the beginning of the first pay period following January 1, 2018, the regular hourly pay rate for all bargaining unit members shall be increased by two percent (2%) as follows:

	<u>0-12</u> <u>Months</u>	<u>13-24</u> <u>Months</u>	<u>25-36</u> <u>Months</u>	<u>37-48</u> <u>Months</u>	<u>48+</u> <u>Months</u>
Hourly	\$17.58	\$18.84	\$21.35	\$23.84	\$25.10
Annual	\$36,566.40	\$39,187.20	\$44,408.00	\$49,587.20	\$52,208.00

	<u>0-12</u> <u>Months</u>	<u>3-24</u> <u>Months</u>	<u>25-36</u> <u>Months</u>	<u>37+</u> <u>Months</u>
Call-Taker Hourly	\$13.11	\$13.52	\$15.97	\$17.58
Annual	\$27,268.80	\$28,121.60	\$33,217.60	\$36,566.40

Section 19.2. Effective on the first day of the first full pay period following January 1, 2019, the regular hourly rate of pay for all bargaining unit members shall be increased by two percent (2%) as follows:

	<u>0-12</u> <u>Months</u>	<u>13-24</u> <u>Months</u>	<u>25-36</u> <u>Months</u>	<u>37-48</u> <u>Months</u>	<u>48+</u> <u>Months</u>
Hourly	\$17.93	\$19.22	\$21.78	\$24.32	\$25.60
Annual	\$37,294.40	\$39,977.60	\$45,302.40	\$50,585.60	\$53,248.00

	<u>0-12</u> <u>Months</u>	<u>13-24</u> <u>Months</u>	<u>25-36</u> <u>Months</u>	<u>37+</u> <u>Months</u>
Call-Taker Hourly	\$13.37	\$13.79	\$16.29	\$17.93
Annual	\$27,809.60	\$28,683.20	\$33,883.20	\$37,294.40

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Section 19.3. Effective on the first day of the first full pay period following January 1, 2020 the regular hourly rate of pay for all bargaining unit members shall be increased by two percent (2%) as follows:

	0-12 <u>Months</u>	13-24 <u>Months</u>	25-36 <u>Months</u>	37-48 <u>Months</u>	48+ <u>Months</u>
Hourly	\$18.29	\$19.60	\$22.22	\$24.81	\$26.11
Annual	\$38,043.20	\$40,768.00	\$46,217.60	\$51,604.80	\$54,308.80
Call- Taker	0-12 <u>Months</u>	13-24 <u>Months</u>	25-36 <u>Months</u>	37+ <u>Months</u>	
Hourly	\$13.64	\$14.07	\$16.62	\$18.29	
Annual	\$28,371.20	\$29,265.60	\$34,569.60	\$38,043.20	

Section 19.4. The regular hourly pay rate shall be multiplied by two thousand eighty (2,080) to determine the annual pay level. The regular hourly pay rate shall be multiplied by eighty (80) to determine the bi-weekly pay level. The regular hourly pay rate shall be multiplied by one and one-half (1.5) to determine the overtime hourly pay rate. The standard work period for all bargaining unit employees shall consist of an average during a calendar year of eighty (80) hours per each fourteen (14) day work or pay period.

Section 19.5. Effective upon execution of this agreement, bargaining unit employees shall receive an additional one dollar (\$1.00) per hour shift differential for all hours actually worked between the hours of 4:00 p.m. and 8:00 a.m.

Section 19.6. Bargaining unit employees assigned to train other employees shall receive one dollar (\$1.00) per hour additional pay during all hours spent training other employees. All bargaining unit employees who are assigned to train other employees for a sustained period of sixty (60) calendar days or greater shall receive a six (6) week break before being assigned another trainee.

ARTICLE 20
PAY FOR WORKING IN A HIGHER CLASSIFICATION

Section 20.1. An employee temporarily assigned by the appropriate administrative authority to work in a classification of a higher rate, including ECOIC, shall receive \$1.00 per hour for each hour assigned. No employee shall be assigned to train another employee during hours the employee serves as ECOIC.

ARTICLE 21
VACATION

Section 21.1. Full-time bargaining unit employees shall earn vacation leave according to their number of years of service with the Employer, as follows:

- A. One (1) year of service but less than eight (8) years completed; rate of accumulation: 3.1 hours per pay period; total per year: 80 hours.
- B. Eight (8) years of service but less than fifteen (15) years completed; rate of accumulation: 4.6 hours per pay period; total per year: 120 hours.
- C. Fifteen (15) years of service but less than twenty-five (25) years completed; rate of accumulation: 6.2 hours per pay period; total per year: 160 hours.
- D. Twenty-five (25) years or more of service completed; rate of accumulation: 7.7 hour per pay period; total per year: 200 hours.

Section 21.2. Vacation credit accrues while on vacation, paid military leave, and sick leave. No vacation credit is earned while an employee is in no pay status. Pro-rated vacation credit is given for any part of a pay period.

Section 21.3. Vacation may be taken on fifteen (15) minute increments except such leave taken at the beginning or the end of a shift shall be in a minimum of two (2) hour increments. Requests for vacation for the calendar year shall be made in writing by the employee to the employee's supervisor at least fourteen (14) days, but not more than six (6) months, in advance of the requested leave. The Director or designee may approve vacations with less than the fourteen (14) day advance notice. When an employee cancels a scheduled vacation, the Employer retains the right to cancel any overtime scheduled to cover the vacation, at no cost to the Employer.

Section 21.4. Vacation requests shall be honored by the Employer subject to the following limitations and exceptions:

- A. Vacation requests shall be honored solely on the basis of order of application, and no seniority right to preferred dates shall exist. Vacation request forms shall be stamped with date and time upon submission of the form. If more than one employee requests the same date(s) off, the employee with the earliest date and time stamp shall receive the date(s) off.
- B. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.

Section 21.5. Vacation leave may be accrued up to three (3) times the employee's annual accumulation rate. Excess vacation shall be forfeited.

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Section 21.6. Any employee with more than one (1) year of continuous service who separates from service shall be paid for any earned but unused vacation leave. Pro-rated vacation credit is given for any part of a year worked.

Section 21.7. Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change his vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to his credit.

ARTICLE 22
HOLIDAYS

Section 22.1. Designated holidays shall be as follows:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve (4 hours)	December 24 th
Christmas Day	December 25 th

Employees shall receive eight (8) hours of holiday pay for each holiday listed above, except Christmas Eve which shall be equal to four (4) hours pay. "Holiday" shall include only the twenty-four (24) hour period beginning 0000 and ending at 2359 for full holidays.

Section 22.2. An employee, while on an approved leave of absence without pay, on disciplinary suspension, or in layoff status shall not be entitled to any holiday benefits as provided in this Article.

Section 22.3. Individuals on approved sick leave will be paid for any holidays occurring during their absence, and will not be charged for sick leave. Individuals on any approved leave with pay during a holiday, other than sick leave, may elect to use their approved leave with pay to cover their absence and receive the eight (8) hours of holiday pay, pursuant to Section 22.1, at the employee's option. If an employee elects to use paid leave on a holiday, the holiday pay shall not count as hours worked for overtime calculation.

Section 22.4. Employees required to work on one of the recognized/observed holidays are entitled to receive compensation at the rate of one and one-half (1.5) times their regular

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rate of pay, in addition to receiving their regular holiday pay for all hours worked during the 24-hour holiday period for full holidays. For Christmas Eve, employees required to work will receive six (6) hours at one and one-half (1.5) times their regular rate of pay and four (4) hours of holiday pay. Payment for holidays worked should be treated entirely separate from the calculation of overtime (i.e., pyramiding of overtime is not permitted). Employees who work more than eight (8) hours on a holiday shall be compensated at two and one half (2 ½) times his or her normal rate of pay for all hours worked in excess of eight (8).

Section 22.5. The Fourth of July, Thanksgiving, and Christmas are considered high demand time-off holidays. Employees will not be granted time off, in advance of the holiday, on more than one (1) of these holidays during the same calendar year. No employee shall be granted advance leave on the same holiday in consecutive years. Requests for leave (vacation, compensatory time, or personal leave) for the three (3) high-demand holidays shall be submitted no more than six (6) months, nor less than ninety (90) days in advance of the holiday, and, if granted, such requests will be granted on a first come first serve basis. If no one requests advanced holiday leave more than ninety (90) days prior to the holiday, any employee may request off on the holiday, including employees that received the same holiday off the previous year and employees that received other high demand holidays in that year.

Shift supervisors shall be subject to the same procedures for high demand holiday requests and holiday limits set forth in this section.

Section 22.6. Employees who work on a holiday will have the option to 1) receive their holiday pay and one and one-half (1.5) times pay for all hours worked during the twenty-four (24) hour holiday period; or 2) receive their holiday pay (eight [8] hours) as compensatory time and one and one-half (1.5) times pay for all hours worked on the holiday.

ARTICLE 23
SICK LEAVE

Section 23.1. Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours in active pay status exclusive of overtime. Active pay status shall be defined as hours worked, vacation, holiday pay, compensatory time, and while on paid sick leave. Sick leave credit shall not accrue during any unpaid sick leave or layoff. Sick leave is accumulative without limit.

Section 23.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness or injury or pregnancy-related conditions of the employee;
- B. Exposure of employee to a contagious disease which could be communicated to and

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jeopardize the health of other employees;

- C. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment of the employee or a member of his immediate family.

Advanced sick leave may be requested for the following reasons with advance notice of one (1) day:

- A. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
- B. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.
- C. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after the child birth.

For purposes of this Article, the definition of immediate family shall be: mother, father, son, daughter, stepparent, stepchild, brother, sister, spouse, grandparent, grandchild, mother/father/ daughter/son/sister/brother-in-law, or a legal guardian or other person who stands in the place of a parent (loco parentis).

Section 23.3. When an employee is unable to report to work due to illness or injury, he shall notify the Director or his designee at least ninety (90) minutes prior to the time he is scheduled to report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the Director.

Section 23.4. The Director or his designee shall have the right to retain an employee on duty until a replacement reports for duty, and the Director or his designee shall make every reasonable effort to obtain a replacement as quickly as reasonably feasible. The employee will submit to such medical examination, nursing visit, or other inquiry which the Employer deems necessary which will be paid for by the Employer.

Section 23.5. Upon return to work an employee shall complete an application for sick form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for more than three (3) days, require the employee to furnish a certificate from a physician, dentist, or other licensed practitioner stating the nature of the illness, injury, treatment and prognosis.

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Section 23.6. Sick leave requests shall be approved or disapproved on a case-by-case basis and only for appropriate reasons. Sick leave usage, when approved, shall be charged in minimum units of fifteen (15) minute increments. Sick leave abuse and/or falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action. The Appointing Authority maintains the right to investigate any incident of absence or any request for sick leave use. The investigation may include requiring the employee to be examined by a licensed medical practitioner selected and paid by the Employer. The Employer may also require the employee be examined by a medical practitioner chosen by the employee as part of the investigation, so long as the Employer pays all costs, fees, and/or expenses associated with the medical examination.

Section 23.7. An employee who exhausts sick leave and remains off work must use earned but unused vacation leave and compensatory time. The employee may choose whether to use vacation leave or compensatory leave first in such situations.

Section 23.8. Employees who have completed ten (10) years or more continuous employment in county service shall be eligible to convert accumulated sick leave to cash upon separation from county service for any reason except disciplinary discharge or resignation in lieu of discharge. Eligible employees shall be entitled to convert twenty-five percent (25%) of their accumulate sick leave hours up to a maximum of two hundred forty (240) hours. County service shall mean only Warren County service. Payment shall be based upon the employee's rate of pay at the time of separation. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have reentered county service shall not be entitled to conversion upon subsequent separation. As it relates to employees hired after January 1, 2007 to qualify for payment, an employee must retire.

Sick leave conversion benefits shall be paid to the designated beneficiary or the estate of any eligible employee who dies during the period of employment with Warren County.

Section 23.9. Upon submitting proper verification, by employee to Employer, employees who transfer between county departments or agencies, or from another public agency, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, reappointment or transfer does not exceed ten (10) years. "Public agency" includes the state, counties, municipalities, all boards of education, libraries, townships, etc. within the state.

Section 23.10. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted in accordance with the County FMLA policy effective 12/19/13.

Section 23.11. Donated Time: Donated time shall be granted in accordance with the County's Leave Donation policy revised 1/17/09.

ARTICLE 24
COURT TIME/STAFF MEETING

Section 24.1. Whenever an employee is required to attend a staff meeting or appear on off-duty time before any official court or before the Prosecutor for matters pertaining to or arising from the employee's official duties, the employee shall receive two (2) hours pay at the overtime rate for such appearances. If an employee attends a staff meeting or appears before any official court for more than two (2) hours, or is required to make more than one appearance during any given off-duty day such excess time or additional appearances shall be compensated at one and one-half (1.5) times the employee's normal hourly rate of pay for all time spent in such appearances.

ARTICLE 25
PERSONAL DAY LEAVE

Section 25.1. Employees who do not use any unscheduled sick leave during any one hundred eighty (180) consecutive calendar day period shall be granted one (1) additional personal leave day with pay. A maximum of two (2) additional personal leave days can be earned during any calendar year. The consecutive day period provided for in this Section can begin at any time, and shall end one hundred eighty (180) calendar days later. Employees must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage upon return to work. Earned personal days must be taken within twelve (12) months of the date credited or the personal day(s) shall be forfeited.

ARTICLE 26
CIVIL (JURY) LEAVE

Section 26.1. The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of his employment) by any court or other adjudicatory body as listed in this Article. The employee shall remit all funds paid by the court, excluding expenses, to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours.

Section 26.2. If an employee is required to serve court or jury duty outside of the employee's regularly scheduled work hours, the employee's schedule may be rearranged or flexed to avoid overtime and the time spent on jury duty shall be considered time worked.

Section 26.3. Employees appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc., shall not be eligible for pay under this section. These absences would be leave without pay, compensatory time, personal leave, or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

ARTICLE 27
MILITARY LEAVE

Section 27.1. Employees shall be granted military leave in accord with the applicable state or federal law.

ARTICLE 28
WORKERS' COMPENSATION

Section 28.1. The parties agree to follow the provisions of County Personnel Policy Manual, Policy 5.03, revised 1/17/09.

ARTICLE 29
LEAVE OF ABSENCE WITHOUT PAY

Section 29.1. Upon the written request of an employee, the Employer may grant the employee a leave of absence without pay for appropriate reasons.

Section 29.2. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months.

Section 29.3. Leave may be granted for a maximum of two (2) years for purposes of education, training, or specialized experience which would be of benefit to County Service by improved performance at any level, or for voluntary service in any governmental sponsored program of public betterment.

Section 29.4. With the exception of Family and Medical Leave, the authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request will be decided by the Employer based upon its merits. Except for emergency situations, employees shall request the leave thirty (30) days prior to the starting date of the leave.

Section 29.5. Upon returning from a leave of absence, the employee will be placed in his/her original position, at the appropriate rate of pay.

Section 29.6. When an employee fails to return to work within three (3) days of the expiration of an authorized leave of absence without pay, absent extenuating circumstances, that employee shall be considered to have resigned from the position as of the expiration date of the authorized leave.

Section 29.7. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit. However, time spent on the leave of absence will be considered in determining length of service for purposes when tenure is a factor.

Section 29.8. If it is determined that an employee is abusing the leave of absence and not

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actually using the leave for the purpose specified, the Employer may cancel the leave and provide the employee with written notice directing the employee to report for work within a reasonable amount of time. Disciplinary action may also be initiated.

ARTICLE 30
EXTENDED ILLNESS LEAVE WITHOUT PAY

Section 30.1. Extended Illness Leave Without Pay has been established for the sole purpose of maintaining an employee's benefits when all other leave available has been exhausted and when the employee is in a no pay status and has a probability of returning to work from an illness or injury. Each case will be reviewed thoroughly by the Appointing Authority and the Appointing Authority will make the decision to grant or deny Extended Illness Leave Without Pay.

- A. A physically or mentally incapacitated employee, who has exhausted his/her Family Medical Leave, exhausted all his/her accumulated paid leave or donated leave and whom voluntary reduction or reasonable accommodation is not practicable; may request up to twelve (12) weeks of extended illness leave without pay.
- B. The employee must have the probability of returning to work once the physical or mental incapacity is manageable.
- C. Extended illness leave only applies to the employee; care for immediate family members does not qualify for extended illness leave.
- D. An employee must be in no pay status to apply for extended illness leave. All paid leave accumulated or donated must be used prior to applying for extended illness leave. Prior to applying for extended illness leave without pay the employee should discuss the possibility of leave donation with his/her Department Head to see if the situation is qualifying for leave donation.
- E. If an employee has received leave donation after an extended illness leave without pay has been approved, the time the employee is compensated with leave donation will not be counted towards the twelve (12) weeks of extended illness leave without pay. Extended illness leave is without pay.
- F. The Employee shall furnish medical documentation as required by the Employer. The Employer reserves the right to have an employee examined for fitness for duty to determine if the employee is still able to perform his job with or without accommodation. This exam will be conducted by a physician or other practitioner chosen by the Employer and at the Employer's expense. If the employee disagrees with the Employer's physician's determination, he may provide the Employer with a physical examination report from any other licensed physician of his own choosing. If the two physicians disagree to the employee's fitness for duty, they shall designate an independent physician to examine

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the employee and make a final determination. The Employer shall pay for the examination by the independent physician, whose determination shall be binding upon all parties.

- G. The employee must present evidence as to the probable date on which he/she will be able to return to the same or similar position and perform the essential functions with or without accommodation. Such request must be in writing, with evidence attached. Extended Illness Leave may be denied if sufficient evidence is not provided. At such time the Appointing Authority may pursue disability separation (see Policy 9.04: Disability Separation, revised 1/17/09).
- H. An employee who has been off work continuously for twenty-four (24) weeks, has exhausted all FMLA leave and all paid leave including leave donation may be required to provide documentation that the employee has applied for disability retirement with the Ohio Public Employees Retirement System prior to applying for extended illness leave without pay.
- I. The employee returning from Extended Leave Without Pay will be reinstated in accordance with Section 29.5 of this Agreement.
- J. The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his Extended Leave Without Pay. An employee who does not return from Extended Leave Without Pay, formally resigns, or takes disability benefits, shall be separated by personnel action with the designation "Failure to Return from Extended Leave Without Pay."

ARTICLE 31
FUNERAL LEAVE

Section 31.1. Due to the death of a member of the employee's immediate family the employee shall be granted up to five (5) days funeral leave chargeable to sick leave, vacation and/or comp time at the discretion of the employee. For purposes of this Article only, immediate family is defined as: mother, father, brother, sister, child, spouse, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step parent, step child, legal guardian, or other person who stands in the place of a legal parent.

ARTICLE 32
UNION LEAVE

Section 32.1. The union negotiating team shall be comprised of no more than five (5) individuals (no more than two [2] shall be in paid status at any time); additional personnel may sit with the negotiating team with prior approval of the Employer side. If negotiating sessions are set during employees' regular scheduled hours, they shall not suffer any loss of wages.

ARTICLE 33
INSURANCES

Section 33.1. The Employer shall make available to bargaining unit employees general insurance and hospitalization plans as provided to all other non-bargaining unit General Fund County employees.

Section 33.2. The Employer may provide a comprehensive plan, flexible benefits plan, a Health Savings Account Plan, or a preferred provider plan, etc. on the same basis as these plans are provided to non-bargaining unit General Fund County employees.

Section 33.3. If the Employer determines that it is necessary to implement a partial co-payment of insurance premiums by non-bargaining unit General Fund County employees, the same partial co-payment shall also apply to employees in this bargaining unit.

Section 33.4. Bargaining unit employees shall receive the same Employer contribution to the Employer's HSA plan or plans as non-bargaining unit employees of the Board of County Commissioners for the same plan or plans on the same terms and conditions as the non-bargaining employees.

ARTICLE 34
LAYOFF AND RECALL

Section 34.1. When the Employer determines that a long-term layoff (lasting six [6] days or more) is necessary, he shall notify the affected employees and the Association fourteen (14) calendar days in advance of the effective date of the layoff. Employees and the Association will be notified of the Employer's decision to implement any temporary layoff (lasting five [5] days or less) five (5) calendar days prior to the effective day of the layoff. The Employer, upon request from the Association, agrees to discuss, with representatives of the Association, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with inverse seniority, as defined in Article 7 of this Agreement.

Section 34.2. Employees who are laid off shall be placed on a recall list based on seniority for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Employees in the ECO classification shall be offered the opportunity for recall before Call-Takers are recalled. All recalled employees shall be returned to the same classification the employee held at the time of the layoff.

Section 34.3. Notice of recall shall be sent to the employee by certified mail with a copy to

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the Association. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 34.4. The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 34.5. To the extent that a direct conflict exists, this Article specifically supersedes and/ or prevails over the specific provisions described in the Ohio Revised Code 124.321 through 124.328 and the Ohio Administrative Code 123:1-41-01 through 123:1-41-23.

Section 34.6. In the event of a layoff or job abolishment, all Call-Taker positions will be abolished before any Emergency Communications Operators are laid off or before any Emergency Communications Operator jobs are abolished.

ARTICLE 35
NO STRIKE/NO LOCKOUT

Section 35.1. The employee and the Employer will be covered by Ohio Revised Code Section 4117, in relationship to strikes and lockouts, as it affects the employee and the Employer.

ARTICLE 36
SAVINGS CLAUSE

Section 36.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is invalid, then such Section or Article shall automatically be terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a Section or Article is determined to be unlawful, the Employer and the Association shall promptly meet for the purpose of negotiating a lawful alternative provision, in accordance with R.C. 4117.

ARTICLE 37
WAIVER IN EMERGENCY

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County Sheriff (except weather related emergencies), or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and

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B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 38
ADDITIONAL CONDITIONS FOR CALL-TAKERS

Section 38.1. The use of the Call-Taker classification will not be used to erode the number of Emergency Communications Operators. It is the Employer's intent to employ thirty-two (32) Emergency Communication Operators and four (4) Call-Takers. The Employer will make every effort to maintain at least thirty-two (32) Emergency Communications Operators. In no event shall the Employer employ more than six (6) Call-Takers at one time.

Section 38.2. There will not be more than three "signed off" Call-Takers on duty at a time except in emergency situations requiring additional staffing as identified by the Director or designee.

Section 38.3. Call-Taker duties shall generally include answering non-emergency telephone calls and 9-1-1 emergency telephone calls to Warren County except while Call Takers are actively receiving training to perform duties reserved for Emergency Communications Operators during a particular shift. Call-Takers shall not perform duties reserved for Emergency Communications Operators, except when receiving training under the supervision of an Emergency Communications Operator or supervisor, including, but not limited to, conducting inquiries and inputting information into the Ohio L.E.A.D.S. system and answering and/or transmitting messages by emergency radio console. Call-Takers will not be assigned to independently perform duties reserved for Emergency Communications Operators unless the Employer signs off that the Call-Taker has completed the necessary training. Thereafter, any Call-Taker assigned to independently perform duties reserved for Emergency Communications Operators shall be immediately promoted to Emergency Communications Operator.

Section 38.4 Emergency Communications Operators may/will be assigned to perform Call-Taker duties, as needed.

Section 38.5 Emergency Communications Operator assigned to train Call-Takers shall receive one dollar (\$1.00) per hour for each employee trained, such that an Emergency Communications Operator assigned to train two Call-Takers at the same time shall receive two dollars per hour (\$2.00) for providing such training.

ARTICLE 39

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DURATION

Section 39.1. This Agreement shall be effective January 1, 2018 and shall remain in full force and effect through 11:59 p.m., December 31, 2020.

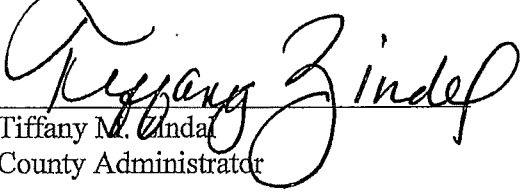
Section 39.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than eighty (80) calendar days prior to the expiration date. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

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SIGNATURE PAGE

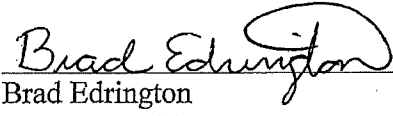
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of the _____ day of _____, 20__.

FOR THE WARREN COUNTY
COMMISSIONERS



Tiffany M. Zindal
County Administrator

WARREN COUNTY DISPATCH
ASSOCIATION



Brad Edrington
WCDA President

Asst. Prosecuting Attorney

Jessup Gage, Esq.
Hardin, Lazarus, & Lewis, LLC

Marc A. Fishel, Esq.
Fishel Hass Kim Albrecht Downey, LLP

Approved and journalized by the Warren County Board of Commissioners on December 12, 2017 by resolution number 17-1943.

MEMORANDUM OF UNDERSTANDING

SUBJECT: Tactical Response Team

This Memorandum shall apply to all members of the Warren County Dispatch Association selected to participate in the Warren County Tactical Response Unit (TRU):

Compensation

- 1) All hours of work or training with TRU in excess of the employee's normally scheduled forty (40) hours will be compensated at the regular overtime rate of one and one-half (1.5) times the employee's straight time hourly rate of pay for the actual time spent working or training.
- 2) Once TRU has been called out, compensation will begin after the employee has called into the Supervisor/ECOIC and will end when released by the team leader. The employee is responsible for filling out an overtime form.
- 3) Call-in Pay as defined in Section 18.9 of the Dispatcher's Union Contract involving less than two hours will not apply to TRU call outs or training. The TRU member will be paid for a minimum of one (1) hour.
- 4) The employee may elect to be compensated with pay or comp time, as long as their accumulated comp hours do not exceed the sixty (60) hour limit.
- 5) Overtime spent working or training with TRU will not count toward the overtime equalization record.

Scheduling/On Call

- 1) A training schedule for TRU will be provided to the employee's shift supervisor as soon as it becomes available to the employee.
- 2) The employee will only be on call for TRU when the employee is not scheduled to work in dispatch. The employee's first consideration should be their job as an Emergency Communications Operator.
- 3) No employee because they are on the TRU team will self-dispatch to the scene of any police or fire incident.
- 4) No employee may respond to a TRU call during a shift on which they are off on vacation leave or compensatory time. Employees may respond to a TRU call occurring at a time other than their regular shift in these situations.

Agreement between WCDA and Warren County Board of Commissioners
2018-2020

Any alleged violations of this MOU may be addressed through the grievance/arbitration procedure set forth in the collective bargaining agreement.

Nothing in this MOU shall prohibit the Employer from discontinuing the TRU program.

Resolution

Number 18-0054

Adopted Date January 23, 2018

APPROVE THE DESTRUCTION OF THE FOLLOWING WARREN COUNTY SHERIFF'S OFFICE EQUIPMENT

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following;

- Olympus Digital Voice Recorder DS-30
- Streamlight Strion LED Flashlight Serial #C4-119052
- Magal Senstar Man Down Device
- MPH Industries Inc Radar Antenna/Cone Model #PTYHONK 990315
- Garrett Metal Detectors SuperWand Model #1165800 Warren Co ID #23351
- CMI Inc Intoxilyzer S-D2 Warren Co ID #11039
- CMI Inc Intoxilyzer S-D2 Warren Co ID # 15024
- Law Enforcement Associates, INC recording equipment, Serial #12729. Warren Co ID #11011
- Law Enforcement Associates, INC recording equipment Serial #18906. No Warren Co ID #
- Law Enforcement Associates, INC receiver No Serial # or Warren Co ID #

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and

NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)
Auditor - B. Quillen

Resolution

Number 18-0055

Adopted Date January 23, 2018

AUTHORIZE REQUEST FOR PROPOSALS FOR PROSECUTOR'S OFFICE WEB-BASED RECORD AND CASE MANAGEMENT SYSTEM

BE IT RESOLVED, to advertise for Request for Proposals for Prosecutor's Office Web Based Record and Case Management System; and

BE IT FURTHER RESOLVED, to advertise said Request for Proposals in a newspaper of general circulation, one time beginning the week of February 4, 2018 and for four consecutive weeks on the County Internet Web Page; the deadline for the receipt of proposals is 4:30 p.m. on March 5, 2018

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc:

Prosecutor's Office (file)
Information Technology (file)
OMB Bid file

Resolution

Number 18-0056

Adopted Date January 23, 2018

ADVERTISE FOR BIDS FOR THE TYLERSVILLE ROAD IMPROVEMENT PROJECT

BE IT RESOLVED, to advertise for bids for the Tylersville Road Improvement 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 Internet Web Site, beginning the week of February 11, 2018; bid opening to be February 27, 2018 @ 9:05 a.m.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: Engineer (file)
OMB Bid file

Resolution

Number 18-0057

Adopted Date January 23, 2018

APPROVE NOTICE OF INTENT TO AWARD BID TO RACK & BALLAUER EXCAVATING CO. INC. FOR THE OLD SR 122 AND TOWNSHIP LINE ROAD INTERSECTION IMPROVEMENTS PROJECT (WAR-CR230/CR 134-3.14/0.54)

WHEREAS, bids were closed at 9:05 a.m., January 16, 2018, and the bids received were opened and read aloud for the Old SR 122 and Township Line Road Intersection Improvements Project (WAR-CR230/CR 134-3.14/0.54) and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil F. Tunison, Warren County Engineer, Rack & Ballauer Excavating Co. Inc., has been determined to be the lowest and best bidder;

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to Rack & Ballauer Excavating Co. Inc., 11321 Paddy's Run Road, Hamilton, Ohio, for the Base Bid & Alternate #3, for a total bid price of \$1,378,704.02; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: Engineer (file)
OMB Bid file

Resolution

Number 18-0058

Adopted Date January 23, 2018

ENTER INTO CONTRACT WITH EAGLE BRIDGE CO. FOR THE STROUT ROAD BRIDGE #207-0.02 REHABILITATION PROJECT

WHEREAS, pursuant to Resolution #17-2066, adopted December 28, 2017, this Board approved a Notice of Intent to Award Contract for the Strout Road Bridge #207-0.02 Rehabilitation Project to Eagle Bridge Co., for a total bid price of \$807,520.78; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Eagle Bridge Co., 800 South Vandemark Road, PO Box 59, Sidney, Ohio, for said project, for a total contract price of \$807,520.78; as attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: c/a—Eagle Bridge Co.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 23rd day of January, 2018, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and Eagle Bridge Co., 800 S. Vandemark Road, PO Box 59, Sidney, Ohio, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

STROUT ROAD BRIDGE #207-0.02 REHABILITATION PROJECT

hereinafter called the project, for the sum of \$807,520.78 (Eight hundred seven thousand five hundred twenty dollars and seventy eight cents) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project in 16 weeks after the written notice-to-proceed has been issued and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$600.00 for each consecutive calendar day thereafter.

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

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

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

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

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

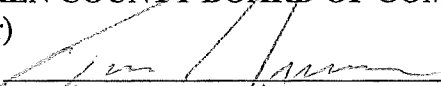
This CONTRACT shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

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

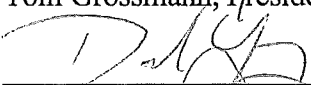
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual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

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

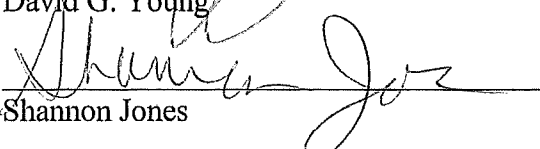
WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)



Tom Grossmann, President




David G. Young



Shannon Jones

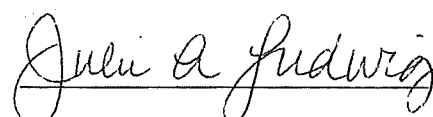
ATTEST:



Name

(Seal)

ATTEST:



Name

EAGLE BRIDGE CO.
(Contractor)

By:



Name and Title



Thomas J. Prantz, Vice President

Approved as to Form:


_____, Assistant Prosecutor

Resolution

Number 18-0059

Adopted Date January 23, 2018

ACCEPT THE WARREN COUNTY TRANSIT SERVICE PROCUREMENT GUIDE

WHEREAS, the Federal Transit Administration (FTA) requires that each transit system receiving FTA funds adopt a Procurement Guide in accordance with 2 CFR part 200.323; and


NOW THEREFORE IT RESOLVED, to accept the Warren County Transit Service Procurement Guide; as attached hereto and made a part hereof,

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm/

cc: Transit (file)
Policy file

FEDERAL TRANSIT ADMINISTRATION (FTA) PROCUREMENTS PROCEDURES For THIRD PARTY CONTRACTING

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FEDERAL TRANSIT ADMINISTRATION (FTA) PROCUREMENTS PROCEDURES

for THIRD PARTY CONTRACTING

The Federal Transit Administration (FTA) requires an FTA recipient to conduct all third party procurements financed under 49 U.S.C. Chapter 53 in a manner that provides full and open competition as determined by FTA. The following guidance is based on the requirements of the Common Grant Rule for governmental recipients, specifically the requirements of FTA Circular 4220.1F and applicable statutory and administrative requirements. These procedures provide guidance for Third Party Procurements financed in whole or in part with grant funds awarded by the FTA.

It is the policy of Warren County Transit to follow Warren County Policy and Procedures relating to the County's procurement of goods and services, in order to provide public Transportation services. Warren County Transit shall ensure that all grant funded procurements conform to all applicable Federal, State, and Local laws and regulations. Applicable procurement practices are to be used as a supplement to sound business judgment in procurement and contracting. These Procurement Procedures are designed to set forth the standards for processing all contracts funded by FTA Grants which are awarded to Warren County. These standards are included to ensure that goods, equipment, materials, supplies, real property and services are obtained in an efficient and economical fashion, adhering to the principles of good administrative practices.

I. REQUIRED PROCUREMENT ELEMENTS

1) Written Standards of Conduct

The Common Grant Rules require each recipient to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

Warren County Board of Commissioners protects against any conflict of interest and establishes standards for the conduct of Warren County employees in situations where conflicts may exist. Because the confidence of the citizenry is the very foundation for effective Government, and even an unfounded appearance of unethical conduct by a public employee can significantly impair the capability of Government, all employees must acknowledge his/her compliance with, and understanding of, the County's Personnel Policy Manual, and its implementing policies.

2) Grant Administration System

The Common Grant Rules require the recipient to maintain a Grant Administration system to ensure that it and its third party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, State and local responsibilities.

Warren County Grant Administration ensures that it and its third party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, State, and local responsibilities. For sealed bid procurements and competitive negotiations, the procurement and/or contract file shall contain the following documentation:

- The executed contract and notice of award;

- Performance and payment bonds, bond-related documentation, and correspondence with any sureties;
- Contract-required insurance documentation;
- Post-award (pre-performance) correspondence from or to the contractor or other Government agencies;
- Notice(s) to proceed;
- Approvals or disapprovals of contract submittals required by the contract and requests for waivers or deviations from contractual requirements;
- Modifications/changes to the contracts including the rationale for the change, change orders issued, and documentation reflecting any time and or increases to or decreases from the contract price as a result of those modifications;
- Documentation regarding settlement of claims and disputes including, as appropriate, results of audit and legal reviews of the claims and approval by the proper authority (i.e., city council, board of directors, executive director) of the settlement amount;
- Documentation regarding stop work and suspension of work orders and termination actions (convenience as well as default); and
- Documentation relating to contract closeout.

3) **Written Protest Procedures**

Warren County Transit Service has written protest procedures to handle and resolve disputes relating to procurements and shall in all instances disclose information regarding protests to FTA. All protest decisions must be in writing. A protester must exhaust all administrative remedies with the grantee before pursuing a protest with FTA.

Warren County shall maintain written procedures that are consistent with all applicable County policies to consider and resolve protests relating to solicitations and shall comply with all applicable FTA requirements regarding notice of protests and notification of a protestor's right to appeal to the FTA.

All Warren County solicitations, funded with FTA money, shall include the procedures for filing a protest. The procedures detail the various phases of procurement (Pre-Submittal protest of solicitation specifications or requirements, or Pre-Award protest of proposed award) and include the submittal requirements including timeframe for timely delivery of protest.

Upon receipt of a protest for any FTA-funded procurement, the Purchasing Division shall immediately notify Warren County. Warren County shall notify the designated FTA Regional Administrator. The information to be provided to the FTA shall include a brief description of the protest, the basis of disagreement, and if open, how far the protest has proceeded or if resolved, the agreement or decision reached. Warren County shall provide all required protest information to the FTA in the County's quarterly Milestone Progress Reports and at Project Management Oversight review meetings.

Applicable FTA regulations provide that a protestor may appeal the County's decision with the FTA only after exhausting its administrative remedies with the County, and that the protestor must file its appeal in writing with the FTA Regional Administrator within five working days of receipt of the County's decision. Applicable FTA regulations also provide that the FTA will only consider a protest if the County does not have protest procedures or has not complied with its protest procedures or if the issue involves violations of Federal law or regulations.

5) Procedures for Ensuring Most Efficient and Economic Purchase

Warren County shall conduct a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. A template and guidelines for conducting a lease v. purchase analysis is included as Appendix 1.

6) Procurement Policies and Procedures

Federal Cost Principles. The Common Grant Rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient. The following cost principles apply to County procurements funded with FTA grants:

Governmental Entities. OMB Guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)," 2 CFR Part 225, applies to project costs incurred by a recipient that is a State, local, or Indian tribal government.

General procurement standards (2 CFR § 200.318). The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

Warren County has established policies and procedures for the acquisition of goods and services in compliance with all applicable Federal requirements, and to ensure fair and economical procurements when Federal assistance is expended. This document outlines the procedures for **Federal Transit Administration Procurements**, and these procedures are based on the requirements of the Common Grant Rule for governmental recipients, supplemented by FTA policies that address the needs of FTA recipients, and supplementing Warren County Policies and Procedures to conform to applicable Federal law and regulations.

Warren County's policies and procedures ensure open and free competition to maximize competitive opportunities, to avoid arbitrary conduct in the procurement process, and to encourage a competitive environment for contractors and vendors competing for County contracts funded with FTA funds. Warren County's procurement procedures which reflect applicable State and local laws and regulations must also be followed by the Warren County Transit's procurement staff.

ARTICLE III. - FINANCIAL AFFAIRS - DIVISION 2. - PURCHASES Sections 2-51 to 2-58 (Purchasing Code)

PBC -Purchasing 101, County Policy and Procedure Manual (PPM) PBC-CW-L-008

Purchasing Policy and Procedures

PBC -CW-L-039 Procurement Protest Hearing

PBC -CW-O-018 Grant Administration

PBC -CW-O-048 Professional Services RFP

PBC -FDO-001 Compliance Monitoring of Federally Funded Construction Projects

PBC-Project Manual Sections

II. PROHIBITIONS

The Common Grant Rules prohibits solicitation requirements that contain features that unduly restrict competition. FTA recipients are also prohibited by 49 U.S.C. Section 5325(h) from using FTA assistance to support an exclusionary or discriminatory specification. Some situations considered to be impermissibly restrictive of competition include, but are not limited to, the following:

- 1) **Excessive Qualifications.** Imposing unreasonable business requirements for bidders or offerors.
- 2) **Unnecessary Experience.** Imposing unnecessary experience requirements for bidders and offerors.
- 3) **Improper Prequalification.** Using prequalification procedures that conflict with the prequalification standards described in FTA C 4220.1F Chapter VI - subsection 1.c.
- 4) **Retainer Contracts.** Making a noncompetitive award to any person or firm on a retainer contract with the County if that award is not for the property or services specified for delivery under the retainer contract.
- 5) **Excessive Bonding Requirements.** FTA discourages unnecessary bonding because it increases the cost of the contract and restricts competition, particularly by disadvantaged business enterprises.

FTA does not require the grant recipient to impose bonding requirements on its third party contractors other than construction bonding. Warren County bonding requirements shall be reasonable, shall not be unduly restrictive, and shall not violate the Common Grant Rules as restrictive of competition. Unnecessary bonding is discouraged because it increases the cost of the contract and restricts competition. Unnecessary performance bonding requirements reduce a prospective bidder's or offeror's capability to bid or offer a proposal on bonded work.

- 6) **Brand Name Only.** Specifying only a —brand name product without allowing offers of —an equal product, or allowing —an equal product without listing the salient characteristics that the —equal product must meet to be acceptable for award.
- 7) **In-State or Local Geographic Restrictions.** Specifying in-State or local geographical preferences, or evaluating bids or proposals in light of in-State or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. Procurement Transactions shall be conducted in a manner that prohibits the use of in-state or local geographical preferences in the solicitation and evaluation of bids or proposals. This does not preempt state or local licensing laws.

Contracts used on Grant funded projects shall not have local preference clauses. Warren County Purchasing Code allows for this modification: *Sec. 2-80.47. - Limitations. (a) The provisions of this Local Preference Code shall not apply where prohibited by federal, state or Florida law or where prohibited under the conditions of any grant.*

Architectural and Engineering Geographic Preferences. Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

8) **Organizational Conflicts of Interest**. Engaging in practices that result in organizational conflicts of interest as prohibited by the Common Grant Rules.

(a) **Occurrence**. An organizational conflict of interest occurs when any of the following circumstances arise:

1. **Lack of Impartiality or Impaired Objectivity**. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
2. **Unequal Access to Information**. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
3. **Biased Ground Rules**. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

(b) **Remedies**. FTA expects the recipient to analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.

9) **Restraint of Trade**. Supporting or acquiescing in noncompetitive pricing practices between firms or between affiliated companies. Questionable practices would include, but not be limited to submissions of identical bid prices for the same products by the same group of firms, or an unnatural pattern of awards that had the cumulative effect of apportioning work among a fixed group of bidders or offerors.

10) **Arbitrary Action**. Taking any arbitrary action in the procurement process.

11) **Tag-ons**. The use of tag-ons is prohibited and applies to the original buyer as well as to others. Tag-on is defined as the addition of work (supplies, equipment or services) that is beyond the scope of the original contract that amounts to a cardinal change and is subject to non-competitive procurement procedures.

12) **Cost Plus Percentage of Cost Contracts (CPPC) (Prohibited)**. For FTA-funded procurements, Warren County Transit is prohibited from using the cost plus a percentage of cost method of contracting.

III. INDIVIDUAL PROCUREMENT ELEMENTS

1) **Independent Cost Estimate**

Warren County will prepare an independent cost estimate (ICE) for all procurements before receiving bids or proposals. An ICE is also required for each subsequent change order. The ICE will be used to assess the reasonableness of cost for goods or services. The estimate can range from a simple budgetary estimate to a complex estimate based on inspection of the product itself and review of such items as:

- Polls of known vendors who can provide parts, material or equipment
- Recent competitive bids from other agencies that recently obtained the same goods and/or services
- Scanning the internet
- Using historical data from previous competitive procurements updated with inflation factors

For contract modifications, the independent estimate must be prepared without knowledge of the contractor's proposed pricing. The independent cost estimate may be completed in-house or by an external estimator independent of any offerors. The written independent cost estimate must state how it was derived and the basis of the estimate. The independent cost estimate must be maintained in the official solicitation file. To assist in the method and degree of analysis, a template and guidelines for conducting an ICE is included [Appendix 2](#).

2) **Contract Term Limitation**

For FTA-funded procurements, Warren County shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years. The restriction on the length of contract term is inclusive of options. All other types of contracts (supply service, leases of property, revenue and construction, etc.) should be based on sound business judgment.

KEY ACTIONS: •Contract must contain specific term limitations
•Open end contracts must contain both a min & max quantity

3) **Written Procurement Selection Procedures**

To ensure all procurements are awarded in a fair and equitable manner, all solicitations shall:

- (a) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and acceptable standards to which it must conform or perform if it is to satisfy its intended use;
- (b) Identify all requirements that offerors must fulfill and all other factors to be used in evaluating bids or proposals;
- (c) Identify the evaluation criteria and order of significance;

- (d) Identify the award of contract shall be to the lowest, responsive, and responsible bidder or most advantageous proposer who provides the best value.

Evaluators and reviewers must follow the established criteria when evaluating bids or rating proposals. Award of contract shall be made pursuant to the specified selection procedures, evaluation criteria, and legal authority.

4) Award to Responsible Contractors

The following Federal laws and regulations may affect contractor selection:

- (a) Responsibility Requirements. The Common Grant Rules require contract awards be made only to responsible contractors. Federal Transit law at 49 U.S.C. Section 5325(j) limits third party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, the County must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- (b) Debarment and Suspension. Prior to entering into any third party contract expected to equal or exceed \$25,000, Warren County Transit staff will search the System for Award Management (SAM) to identify debarred or suspended bidders. Staff will print the screen with the results of the search to include in the grant or procurement file to document that the SAM was reviewed.

In the event that staff becomes aware, after the award of a contract, that an excluded party is participating in a covered Transitsaction, it must promptly inform the FTA regional office in writing of this information. The County may continue any covered Transitsaction in existence at the time a party was debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded. The County is not required to continue the Transitsaction and may consider termination. However, the County may not renew or extend the covered Transitsaction (other than through a fully documented no-cost time extension) with the excluded party.

Debarment and suspension regulations and guidance include the following:

1. DOT Regulations - Department of Transitsportation regulations, "Nonprocurement Suspension and Debarment," apply to each third party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit, and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount.
2. State Debarment and Suspension Lists - a recipient may also treat any prospective contractor or subcontractor listed on a centralized State government debarment and suspension list an nonresponsible and ineligible for contract award.

5) Sound and Complete Agreement

The Common Grant Rules requires that all third party contracts include provisions adequate to form a sound and complete

agreement. All FTA-funded procurements shall include provisions appropriate to the type and complexity of the project to form a sound and complete agreement. At a minimum these include a well-defined statement of work or specification, delivery schedule, a defined contract term, a clear statement of the price and payment terms, and all applicable clauses required by federal, state or local laws, rules and regulations as well as all applicable policies and requirements of Warren County. The solicitation document used for a FTA-funded procurement shall include the additional contract provisions to ensure compliance with the federal laws and regulations. Warren County may request additional information from a bidder or offeror before making an award. Additionally, Warren County reserves the right to seek clarification from any bidder or offeror about any statement in its bid or proposal that is considered ambiguous.

Compliance with Federal laws and regulations will usually result in the addition of many other contract provisions to ensure compliance with those laws and regulations, see Appendix 3 to this document for requirements applicable to third party contractors

6) Buy American

Warren County Transit shall adhere to FTA regulations regarding Buying American:

General Requirements

Funds may be obligated by FTA for a project unless all iron, steel, and manufactured products used in the project are produced in the United States. For a manufactured product to be considered produced in the United States, all of the manufacturing processes must take place in the United States and all components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its sub-components.

Rolling Stock Procurement

The FTA's Buy America provisions contain a specific, statutory waiver for the procurement of rolling stock. Rolling stock is defined as any vehicle, product or system that directly incorporates components at the final assembly location, including train control, communications, and traction power equipment. The cost of components produced in the United States must be more than 60 percent of the cost of all components, and final assembly must take place in the United States. The 60 percent rule is based on total material cost. The labor cost of final assembly is not included in the percentage calculation.

Bus Final Assembly

In the manufacture of a new bus, final assembly typically includes the following operations: installation and interconnection of the engine; transmission; axles; cooling and braking systems; heating and air conditioning; pneumatic and electrical systems; door systems; passenger seats and rails; destination signs; wheelchair lifts; road testing; final inspection; repairs; and preparation of vehicles for delivery. A complete list of components can be viewed at www.fta.dot.gov/legislation_law/12921_5435.html

IV. METHODS OF PROCUREMENT

Appropriate competitive procedure(s) should be used for procurements. Each level of procurement must have full and open competition. The procedures used must comply with State and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following list the various methods of procurement as defined by the FTA:

1) Micro-Purchases

FTA considers micro-purchases to be those purchases of **\$3,000 or less**. Purchases below the threshold may be made without obtaining competitive quotations if the client agency determines that the price is fair and reasonable. If micro-purchase procedures are used, micro-purchases should be equitably distributed among qualified suppliers. Procurements may not be divided or reduced (splitting) to come within the micro-purchase limit. A determination that the price is fair and reasonable is required with a description of how that determination was made; limited price analysis.

No Splitting. For FTA-funded procurements, Warren County Beach County is prohibited from the practice of dividing or reducing the size of its procurement for the purpose of meeting the micro-purchase limit.

Fair and Reasonable Price Determination. Although a micro-purchase does not require obtaining competitive quotations, Warren County shall conduct a review of pricing before making a determination as to the fair and reasonableness of proposed pricing. FTA's only documentation requirement for micro-purchases is a determination that the price is fair and reasonable and a description of how the recipient made its determination. FTA does not require the recipient to provide its rationale for the procurement method used, selection of contract type, or reasons for contractor selection or rejection.

Some suggestions include but are not limited to, a "boilerplate" determination for signature that address specific ways to buy products or services; documentation of a telephone quote with confirmation of price paid in recent past; a tabulation of prices obtained; documentation that the procurement is being made from an existing competitively secured contract.

Davis-Bacon

For FTA-funded procurements **exceeding \$2,000** for construction, alteration, or repair projects, the Davis-Bacon Act is applicable. Davis- Bacon Act prevailing wage protections apply to laborers and mechanics employed on FTA-assisted construction, alteration, or repair projects. The Common Grant Rules require third party contracts for construction, alteration, or repair at any contract tier exceeding \$2,000 to include provisions requiring compliance with the Davis-Bacon Act. The Davis- Bacon Act requires that contractors pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Department of Labor (DOL). Warren County FTA-funded procurements shall include a copy of the current prevailing wage determination issued by DOL. Further, the award of each contract shall be conditioned upon the acceptance of that wage determination.

2) Small Purchases

When Appropriate. Small purchase procedures may be used to acquire services, supplies, or other property valued at more than the micro-purchase threshold (currently, \$3,000) but less than the Federal simplified acquisition threshold at 41 U.S.C. Section 403(11), currently \$100,000. (FTA recognizes the small purchase threshold to be the same as the simplified acquisition threshold.)

Procedures. When using small purchase procedures:

- (a) Competition. Price or rate quotations must be obtained from an adequate number of qualified sources.

(b) Prohibited Divisions. The size of the procurement may not be divided or reduced to avoid the additional procurement requirements applicable to larger acquisitions.

3) Sealed Bids

Award of contract in excess of \$100,000 must be by competitive sealed bidding whenever this method is practicable under the circumstances. Public notice of the invitation to bid will be given. A formal advertisement will be solicited for an open-end contract (indefinite delivery/indefinite quantity) or for a firm fixed price contract (lump sum or unit price) where award - based on price and price-related factors – will be to the responsive, responsible lowest priced bidder. All bids are publicly opened at the time and place prescribed in the invitation for bids. Discussions with individual bidders are not likely to be necessary.

Adequate Competition – Two or More Competitors

Two or more responsible bidders that are willing and able to compete effectively for the business. In the event of a single responsive bid received as a result of a FTA funded procurement and competitive solicitation, Warren County shall perform an analysis and ensure documentation is retained in the procurement file to document the determination of the existence of a competitive environment for the procurement. The procurement file shall include a **Single Bid Analysis** (refer to Appendix 4). The procurement file shall also include all efforts for sourcing, proof of notice of advertisement and participation at pre-bid conference, if applicable.

Firm Fixed Price

For a FTA-funded procurement that lends itself to a firm fixed price contract, the preference is for the sealed bid procurement method. A firm fixed price contract is usually awarded in writing to the lowest responsive and responsible bidder.

Selection on Price

When specified in the bidding documents, factors such as Transitsportation costs and life cycle costs affect the determination of the lowest bid. The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation (Transitsportation costs, life cycle costs, etc.).

Apart from responsibility determinations, selection of contractor may not be determined on the basis of factors other than those whose costs cannot be measured at the time of award.

Discussions Unnecessary

Other than consultations for the purpose of determining responsibility, discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone. However, a pre-bid conference with prospective bidders before bids have been received can be useful. The procurement file shall also include all efforts for sourcing, proof of notice of advertisement and participation at pre-bid conference, if applicable.

Procedures. The following procedures apply to sealed bid procurements:

(a) Publicity. The invitation for bids is publicly advertised.

- (b) Adequate Sources. Bids are solicited from an adequate number of known suppliers.
- (c) Adequate Specifications. Each invitation for bids, including any specifications and pertinent attachments, describes the good, commodity, technical requirements or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid. Technical requirements are described in terms of functions to be performed or performance required, including range of acceptable characteristics or minimum acceptable standards.
- (d) Sufficient Time. Bidders are allowed sufficient time to prepare bids before the date of bid opening.
- (e) Public Opening. All bids are publicly opened at the time and place prescribed in the invitation for bids.
- (f) Fixed Price Contract. A firm fixed price contract is usually awarded in writing to the lowest responsive and responsible bidder, but a fixed price incentive contract or inclusion of an economic price adjustment provision can sometimes be appropriate. When specified in the bidding documents, factors such as Transportation costs and life cycle costs affect the determination of the lowest bid; payment discounts are used to determine the low bid only when prior experience indicates that such discounts are typically taken.
- (g) Rejection of Bids. Any or all bids may be rejected if there is a sound, documented business reason.

4) Competitive Proposals (Request for Proposals)

Competitive proposals are utilized when Warren County determines that the use of competitive sealed bidding is not the appropriate procurement method as it is not possible to detail fully the scope or quantity of the services or goods sought by the County because the nature of the procurement does not lend itself to sealed bidding; expectation is that more than one source will be willing and able to submit an offer or proposal.

When Appropriate. Competitive proposals should be used when any of the following circumstances are present:

Type of Specifications. The property or services to be acquired are described in a performance or functional specification; or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing the contract award on factors other than price alone are present.

Uncertain Number of Sources. Uncertainty about whether more than one bid will be submitted in response to an invitation for bids and the recipient lacks the authority or flexibility under State or local law to negotiate the contract price if it receives only a single bid.

Price Alone Not Determinative. Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors. In different types of negotiated acquisitions, the relative importance of cost or price may vary. When the County's material requirements are clearly definable and the risk of unsuccessful contract performance is minimal, cost or price may play a dominant role in source selection. The less definitive the requirements, the more development work required, or the greater the performance risk, the more technical or past performance considerations may play a dominant role in source selection and supersede low price.

Discussions Expected. Separate discussions with individual offeror(s) are expected to be necessary after they have submitted their proposals. This contrasts with Sealed Bids (Formal Advertising) procedures in which discussions with individual bidders

are not likely to be necessary, as award of the contract will be made based on price and price-related factors alone.

Contracts may also be competitively negotiated when Warren County determines that the bid prices received by competitive sealed bidding either are unreasonable, or were not independently reached in open competition. Proposals or requests for qualifications leading to a negotiated agreement shall be publicly advertised and solicited in order to obtain the greatest possible competition. The criteria – and order of significance - to be used in evaluating such proposals or requests for qualifications must be included in the solicitation document, and may include:

- a. Price;
- b. Technical Experience;
- c. Personnel Qualifications;
- d. Prior Experience;
- e. Past Performance;
- f. Ability to comply with project schedule.

Each category shall be assigned a relative weight for the purposes of evaluation. Proposals shall only be evaluated on the criteria included in the solicitation documents. Award of contract is not based exclusively on price or price-related factors but, to the responsible firm whose proposal is most advantageous to Warren County Beach County with price and other factors considered. Discussions with responding firms are likely in the evaluation process.

5) **Non-Competitive Negotiation**

Sole Source (Single Bid). FTA-funded contracts may be awarded for a supply, service, or construction by noncompetitive negotiation when it is determined that there is only one responsible source, that competition was adequate and that the price is fair and reasonable. The procurement file shall include a **Single Bid Analysis** (refer to Appendix 4).

Sole Source. When the County requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the County may make a sole source award. When the County requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified

Warren County shall ensure there is sufficient justification for and federal compliance with other than full and open competition (non-competitive procurement). Each non-competitive procurement must be supported by documentation that justifies the selection of the specified vendor, including a statement of the relevant circumstances and detailed information to support that statement, cost and price analysis, and, if applicable, a summary of negotiations with contractors, and the basis for determining that the price is fair and reasonable. The procurement file shall document the analysis and justification for a non-competitive procurement.

Emergency - Unusual and Compelling Urgency. The Common Grant Rule for governmental recipients permits the recipient to limit the number of sources from which it solicits bids or proposals when a recipient has such an unusual and urgent need for the property or services that the recipient would be seriously injured unless it were permitted to limit the solicitation. The recipient may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from

competitive solicitation for the

property or services. Emergency procurements shall be allowed only on an exception basis and must be documented and approved in writing by the approval authority.

6) Architectural Engineering Services (A&E) and Other Professional Services

Warren County Beach County FTA-funded procurements for the acquisition of architectural and engineering services, program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping and related services require the use of the qualifications-based procurement procedures. Warren County must use qualifications-based procurement procedures for other services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. The basis for determining whether qualifications-based procurement procedures are required is dependent on the nature of the work to be performed and its relationship to construction, as opposed to the nature of the prospective contractor.

Qualifications-Based Requirements - Construction. For projects related to or leading to construction, an FTA recipient must use the qualifications-based procurement procedures of 40 U.S.C. Chapter 11 ("Brooks Act" procedures) when contracting for A&E services and other services described in 49 U.S.C. Section 5325(b), which include program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services.

Qualifications Exclude Price [A&E] Price is excluded as an evaluation factor in a qualifications-based procurement. Evaluations shall be based on an offeror's qualifications – not price - to determine contract award.

Serial Price Negotiations [A&E] Negotiations are conducted with the most qualified offeror. In the event negotiations with the most qualified offeror are not successful, an offer to negotiate may be extended to the next most qualified. If necessary, this process shall continue, in descending order of most qualified ranking with fair and reasonable pricing, until negotiations are successful.

7) State Contracts – County Contracts

Warren County staff is encouraged to utilize available Ohio State agreements for procurement for use of common goods and services or jointly procure goods and services with the County. When obtaining goods or services in this manner, Warren County Transit must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master contract or in the **purchase document (addition of clauses to the purchase document is allowed for State Contracts ONLY).**

To ensure that a joint procurement is conducted in a Federally-compliant manner Warren County Transit staff must:

- (a) Create a complete procurement file that fully documents the procurement. Warren County Transit staff will use the - FTA Funded Project Compliance Checklist (See Appendix 5).
- (b) Validate that the contract was awarded consistently with local policies, allowing for full and open competition.

(c) Issue a separate purchase order for items being purchased with FTA funds from a **State Contract**, and attach Federal clauses, terms and conditions to the purchase order **before** presenting it to the vendor. The purchase order should specifically reference that the purchase was made with FTA terms, and the attached terms and conditions apply.

8) **Piggybacking**

Warren County may obtain contract rights to other FTA recipients' contracts if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Procurements are to be limited to the amount (property and services) required to meet reasonably expected public Transportation needs. This process is referred to as "piggybacking".

Piggybacking is permissible under the following circumstances:

- The solicitation and contract include an assignability clause that allows for the assignment of all or part of the specified deliverable items.
- The quantities to be ordered were included in the original bid and evaluated as part of the contract award decision. Note that "piggybacking" is not permissible when the action would call for an increase in quantities that were not originally bid on and not originally evaluated as part of the contract award. Such an order for additional quantities - sometimes referred to as "tag-ons" - would constitute a non-competitive procurement. The use of tag-ons is **prohibited** and applies to the original buyer as well as to others.
- The contract being accessed by the piggybacking procedure contains the clauses required by Federal regulations.
- The contractor has submitted the "Certifications" required by Federal regulations with its original bid/proposal.
- The procurement in other respects meets Federal requirements.

Warren County Transit staff will complete the Piggybacking – Worksheet (see [Appendix 6](#)) in order to ensure contract compliance.

9) **Rolling Stock**

Acquisition through Assigned Contract Rights.

Historically, Warren County has found it useful to acquire contracts through state cooperative purchasing programs.

Warren County Transit, on behalf of Warren County, will obtain contractual rights through assignment, after first determining that the original contract price remains fair and reasonable, and the original contract provisions are adequate for compliance

with all Federal requirements. Warren County Transit need not perform a second price analysis if a price analysis was performed for the original contract. However, Warren County Transit will determine whether the contract price or prices originally established are still fair and reasonable before using those rights.

Warren County Transit is responsible for ensuring the contractor's compliance with FTA's Buy America requirements and execution of all the required Buy America pre-award review and post-delivery review certifications. Before proceeding with the assignment, Warren County Transit will review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities the County seeks, do not exceed the amounts available under the assigning recipient's contract.

Rolling Stock—Special Requirements

Warren County Transit is responsible to ensure that any rolling stock contract used by the County is compliant with all applicable Federal laws and regulations that may affect rolling stock procurements. 10) **Time and Materials (T&M)**

Contracts (Restricted)

For FTA-funded procurements, the County is permitted to use time and material contracts only under the following conditions:

- After determining that no other contract type is suitable (written determination should be on file); and
- If the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.

T & M contracts may be used for the procurement of supplies or services. The payment of labor costs shall be based on fixed hourly billing rates as specified in the contract. The billing rates would include wages, indirect costs, general and administrative expense, and profit. Materials can be billed at cost unless the contractor sells the materials in normal course of business. T & M contracts may also provide for reimbursement of indirect costs (material handling costs), such as acquisition, inspection, storage, payment. This type of contract is least preferable as it creates a disincentive for the contractor to complete the contract in a timely manner.

11) Design-Bid-Build

The design-bid-build procurement method requires separate contracts for the phases of design and construction. Warren County shall use qualifications-based procurement procedures for the required design phase, in compliance with all applicable federal, state, and local laws, rules and regulations. Conversely, Warren County may not use qualifications-based procurement procedures for the construction services but, shall use applicable competitive procurement methods for the required construction phase.

12) Design Build

The design-build procurement method is used for a design and construction contract awarded to a single contractor, consortium, joint venture, team or partnership. The awarded contractor is responsible for both the project's design services and the construction services. The procurement method shall be based upon the determined value of the project with the

activities/services having the greatest cost being the determining factor. Before solicitation for a design-build contract, Warren County shall separate the various contracting activities of the overall project and classify them as design or construction. Warren County shall perform a calculation of the estimated total value of the design phase as well as the estimated total value of the construction phase. Based on the calculation performed, Warren County shall choose the procurement method appropriate for the services having the greatest cost.

(a) Predominance for Construction Services. For a FTA-funded design build procurement with predominance for construction costs, Warren County shall, unless otherwise required by applicable law, procure through competitive negotiations or sealed bids rather than qualification-based "Brooks Act" procurement procedures. Qualifications-based competitive proposal procedures shall not be used to procure design-build services when the preponderance of the work to be performed is not of an A & E nature. When construction costs will be predominant, unless FTA determines otherwise in writing, Warren County may not use qualifications-based procurement procedures to acquire architectural engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural and engineering, surveying, mapping, or related A&E services unless required by State law adopted before August

10, 2005.

(b) Predominance for Design Services. For a FTA-funded design build procurement with predominance for A & E costs, Warren County shall, unless otherwise required by applicable law, procure design-build services through means of qualifications-based competitive proposal procedure. This method of procurement shall be used when most of the work to be performed will consist of costs for architectural and engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural engineering, surveying, mapping, or related A&E services.

13) Revenue Contracts

A revenue contract is any contract whose primary purpose is to either generate revenues in connection with a Transit-related activity or to create business opportunities utilizing an FTA-funded asset. Warren County Transit is not restricted in determining the extent and type of competition appropriate when planning for a revenue contract. To ensure fair and equal access to the FTA-assisted property of a potential revenue contract and to maximize the revenue derived from such property, Warren County Transit shall make efforts to conduct revenue contracting as follows:

(a) Limited Contract Opportunities. If there are several potential competitors for a limited opportunity (such as advertising space on a bus stop/shelter or side of a bus), a competitive process should be used to permit interested parties an equal chance to obtain that limited opportunity.

(b) Open Contract Opportunities. If there is a lack of or a limited number of competitors for a public Transitsportation asset (such as a utility), and Warren County is willing and able to provide contracts or licenses to other parties, then competition would not be necessary because the opportunity to obtain contracts or licenses is open to all similar parties.

Warren County Transit shall consult with Warren County Purchasing Department for guidance in determining the necessity as well as feasibility of utilizing a competitive process suitable to the type and scope of the activity involved for a revenue

contract. Warren County Transit will ensure procedures are used to satisfy Federal Statutory and regulatory requirements for competition while preserving the benefits of joint development to the maximum effort.

V. RECEIPT, EVALUATION AND AWARD OF BIDS AND PROPOSALS

1. Price Analysis and Cost Analysis

The Common Grant Rules require the recipient to perform a cost or price analysis in connection with every procurement action, including contract modifications

A price analysis or cost analysis must be performed in connection with every procurement action, including contract modifications, evaluations and exercise of options, to determine the reasonableness of the offered price. The method and degree of analysis depends on the facts and circumstances surrounding each procurement.

Price Analysis: If Warren County Transit determines that competition was adequate, a price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price. A price analysis involves examining and evaluating a proposed price without evaluating its separate cost and profit elements. Price analysis is based essentially on data that is verifiable independently from the offeror's data; i.e. catalog or market prices offered in substantial quantities to the general public, regulated prices (for example, for many utilities purchases), or a comparison with recent prices for similar goods and services.

Cost Analysis: If Warren County Transit determines that competition was inadequate, a cost analysis must be conducted when a price analysis will not provide sufficient information to determine the reasonableness of the contract cost; i.e. when only a sole source is available, even if the procurement is a contract modification, or in the event of a change order. Warren County Transit, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a verifiable data. Cost analysis is the evaluation of the separate elements (e.g., labor, materials, etc.) that make up a contractor's total cost proposal or price (for both new contracts and modifications) to determine if they are allowable, directly related to the requirement and ultimately, reasonable.

2. Competitive Proposals [RFP] Evaluation of Price and Other Factors

Warren County shall solicit qualification-based procurements under the Request for Proposals (RFP) method of procurement. The RFP solicitation shall include a numerical range of points assigned to the specified evaluation criteria. The evaluation criteria and specified points serve to indicate the relative importance of the factors being evaluated. Warren County shall ensure that the award of contract is made to the responsible firm whose proposal is the most advantageous to the County with consideration of price and other specified evaluation factors. The exception is an A & E services contract where price shall not be a factor in consideration for award.

The procurement file will retain the documentation that demonstrates the award of contract are made to the responsible firm whose proposal is most advantageous to Warren County with price (as determined fair and reasonable) and other factors identified and considered in the final ranking and final selection.

3. Lowest Price [Sealed Bids]

Warren County shall award a FTA-funded procurement for a firm fixed price contract to the lowest responsive and responsible bidder. The procurement file of an award of contract made to other than the lowest responsive and responsible bidder shall include a statement explaining the basis for the decision.

4. Responsiveness Determination

If an offer conforms in all material aspects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the offeror, the offer is responsive. For FTA-funded procurements, Warren County shall perform a review for responsiveness and document the determination. Purchasing staff shall coordinate the evaluation process with the User Department(s), as appropriate. Purchasing Staff shall also independently evaluate responses in order to recommend a fair and equitable award. (PA-O-002)

5. Award to Responsible Contractor

The grantee shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement, considering such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

6. Evaluation and/or Exercise of Options

An option is a unilateral right in a contract by which, for a specified time, the County may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. The prices for option quantities or periods that are offered in response to a FTA-funded bid or proposal must be evaluated prior to contract award and prior to exercise of option in order to justify the need and determine fair and reasonableness of pricing. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement. When considering exercising an option clause for an increased quantity or additional time to the contract term, Warren County Transit staff shall ensure the options adhere to the terms and conditions of the option (quantities or periods) as stated in the contract.

If options are used, the requirements below apply:

(a) Evaluation of Options: The option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement. Warren County Transit staff will provide written justification as required by Section IV, 5 above.

(b) Exercise of Options:

– Warren County Transit staff must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded.

– An option may not be exercised unless Warren County Transit Staff has determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised. (Keep documentation of this determination on file).

Exercising an option after the recipient has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured.

VI. GRANT ADMINISTRATION

1) File Documentation and Written Record of Procurement History

The Common Grant Rules require the recipient to prepare and maintain adequate and readily accessible project performance and financial records, covering procurement Transactions as well as other aspects of project implementation. The Common Grant Rules require the recipient to maintain these records for three years after the recipient and subrecipients, if any, have made final payment and all other pending matters are closed.

- 1) The project manager shall gather and maintain written records detailing the history of each FTA- funded procurement, starting with the **FTA Funded Project / Compliance Checklist** (See Appendix 5).

The solicitation file shall contain records concerning pre-award actions taken and shall document the decisions made concerning the vendor selected and those rejected, including the rationale for such decisions. The file shall incorporate all official documents relating to the administration of the solicitation process, evaluation of bids and proposals, as well as appropriate internal documentation and analyses supporting the formal correspondence and official documents. At a minimum, the file shall include:

- The rationale for the method of procurement
- Selection of contract type
- Reasons for contractor selection or rejection
- The basis for the contract price, demonstrating that the price is fair and reasonable
- Documents included in a procurement history should be commensurate with the size and complexity of the procurement itself; more substantial procurement requires extensive documentation.

Proper file control shall include the retention of required documentation, including the post-delivery audit before Transfer of title of rolling stock.

2) Out of Scope Changes

When the County requires an existing contractor to make a change to its contract that is beyond the scope of that contract; a change that is not within the scope of the original contract, such a change is considered a sole source procurement and must be justified. Before the County makes such an award, Warren County Transit staff will provide adequate written justification for the procurement, following the procedures outlined in

Section IV. 5 Above.

3) **Advance Payments**

An advance payment is a payment made to a contractor before the contractor has incurred the contract cost for the attributable payment. The use of FTA funds for payments in advance of the incurrence of costs by the contractor is generally prohibited, without prior written approval from the FTA. The FTA does permit advance payments from FTA funds for those purchases where advance payment is customary in the commercial marketplace such as public utility connections and services, rent, tuition, insurance premiums, subscriptions to publications, software licenses, construction mobilization costs, Transitsportation, hotel reservations, and conference and convention registrations. FTA approval of such advance payments is required when the amount exceeds \$100,000. The County should not make advance payments using other funds, including local match funds, unless it is customary in the industry, or there are sound business reasons. FTA recognizes that advance payments may be needed for certain costs supported by sound business judgment. However, upon the determination of sound business reasons to justify the advance payment, Warren County is required to obtain adequate security for the advance payment. The contract file shall contain sufficient justification of the advance payment.

4) **Progress Payments**

Progress payments are payments for costs incurred by the contractor in the performance of the contract before the contract work has been completed. FTA assistance may be used to support progress payments provided:

- (a) the County obtains adequate security for those payments, and
- (b) has sufficient documentation to substantiate the work performed for which payment is requested.
- (c) Progress payments for construction contracts may be made on a percentage of completion basis (as described in the Common Grant Rules). This payment method may not be used in non- construction contracts.

5) **Liquidated Damages**

As part of an overall risk management program, Warren County Beach County shall determine whether or not to include a liquidated damages provision for a specific FTA-funded procurement. The amount of liquidated damages shall be reasonably calculated to reflect the anticipated damages that Warren County Beach County might suffer as the result of an inadequacy or delay in contract performance, and such damages would be difficult or impossible to determine. Liquidated damages may be imposed for an entire FTA-funded contract or imposed for a readily identifiable milestone or deliverable. The measurement period may be other than a day, where appropriate. The solicitation document shall clearly identify the conditions of which the liquidated damages will be imposed and the established damages rate that will be charged. The procurement file shall document the calculation rationale and ensure it is reasonable, proper and not arbitrary or punitive. Any liquidated damages recovered must be credited to the project account involved unless FTA permits otherwise.

6) **BID Security - [Construction Over \$100,000]**

Bonding. The Common Grant Rules require bonds for all construction contracts except to the extent FTA determines that the

Federal interest is adequately protected through other arrangements. FTA's bonding policies are as follows:

- (a) Bid Guarantee - FTA requires each bidder to provide a bid guarantee equivalent to 5 percent (5%) of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.
- (b) Performance Bond - FTA generally requires the third party contractor to obtain a performance bond for 100 percent (100%) of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.
- (c) Payment Bond - FTA has determined that payment bonds in the following amounts are adequate to protect FTA's interest and will accept a local bonding policy that meets the following minimums:
 - 1. Less than \$1 Million - Fifty percent (50%) of the contract price if the contract price is not more than \$1 million.
 - 2. More than \$1 Million but less than \$5 Million - Forty percent (40%) of the contract price if the contract price is more than \$1 million but not more than \$5 million.
 - 3. More than \$5 Million - Two and one half million dollars if the contract price is more than \$5 million.
- (d) Reduced Bonding - FTA reserves the right to approve bonding amounts that do not conform to these minimums if the local bonding policy adequately protects the Federal interest. A recipient that wishes to adopt less stringent bonding requirements, for a specific class of projects, or for a particular project should submit its policy and rationale to the Regional Administrator for the region administering the project.
- (e) Excessive Bonding - If "excessive bonding" requirements would violate the Common Grant Rules as restrictive of competition, FTA will not provide Federal assistance for procurements encumbered by those requirements. Consequently, if the recipients' bonding policies far exceed those described; Warren County Transit should obtain FTA's written concurrence to ensure the availability of Federal assistance for the project.

7) Debarment and Suspension

Prior to entering into any third party contract expected to equal or exceed \$25,000, Warren County Transit staff will search the System for Award Management (SAM) to identify debarred or suspended bidders. Staff will print the screen with the results of the search to include in the grant or procurement file to document that the SAM was reviewed.

In the event that staff becomes aware, after the award of a contract, that an excluded party is participating in a covered Transitsaction, it must promptly inform the FTA regional office in writing of this information. The County may continue any covered Transitsaction in existence at the time a party was debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded. The County is not required to continue the Transitsaction and may consider termination. However, the County may not renew or extend the covered Transitsaction (other than through a fully documented no-cost time extension) with the excluded party.

Debarment and suspension regulations and guidance include the following:

- (a) Department of Transitsportation (DOT) Regulations - Department of Transitsportation regulations, "Nonprocurement Suspension and Debarment," apply to each third party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit, and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount. The recipient must apply DOT's debarment and suspension requirements to itself and each third party contractor at every tier to the extent required by DOT's regulations that incorporate the requirements of Office of Management and Budget (OMB), "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)".
- (b) General Services Administration (GSA) Excluded Parties List System - Even though the recipient may collect a debarment and suspension certification from the prospective third party contractor, or include a clause in the third party contract requiring disclosure, FTA strongly recommends that the recipient check the Excluded Parties List System (EPLS). A part of the System for Awards Management (SAM), the EPLS is an electronic, web-based system that identifies those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits. The EPLS keeps its user community aware of administrative and statutory exclusions across the entire government, and individuals barred from entering the United States.
- (c) State Debarment and Suspension Lists - a recipient may also treat any prospective contractor or subcontractor listed on a centralized State government debarment and suspension list as nonresponsible and ineligible for contract award.

8) Contract Provisions

General Standards - Required Federal Clauses (See Appendix 3). Each third party contractor and subcontractor is required to comply with the terms of its third party contract or subcontract, including requirements to extend those federally required clauses and provisions to its subcontractors at the lowest tier required. Warren County Beach County solicitations and resultant contracts shall contain the appropriate FTA required clauses and certifications. The contract clauses provided in Appendix 3 (Third Party Contract Provisions – Clauses and Applicability) should be referenced to determine the applicability of the clauses to the procurement type. The procurement file shall contain evidence of the inclusion of the applicable FTA required clauses into the solicitation document.

Veteran's Preference. Recipients and sub recipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans who have the requisite skills and abilities to perform the construction work required under the contract. This shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any other qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

Protections against Performance Difficulties. The FTA recognizes that contract provisions may be included to reduce or address potential contract performance problems. For FTA-funded procurements, the following provisions should/must be considered when preparing the solicitation for contract:

a) Changes or changed provisions clause

b) Remedies clause(s), including but not limited to:

1. Liquidated Damages – Refer to Section VI. 5
2. Violation, Default or Breach - Third party contracts exceeding \$100,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third party contractor;
3. Suspension of Work;
4. Termination - Termination for cause and termination for convenience provisions must be included in contracts exceeding \$10,000.

Disadvantaged Business Enterprise (DBE) Goals Determination. Upon completion of drafting the specifications or the statement of work, the project manager shall forward such documentation to Warren County Transit's Grants Coordinator for review and determination of DBE participation. The Grants Coordinator will determine if there are subcontracting opportunities. If there are subcontracting opportunities, the Grants Coordinator will determine the goal percentage of DBE participation if appropriate.

For solicitations that have been designated with DBE goal participation requirements, during the evaluation for award, the Purchasing Division shall provide the Grants Coordinator with copies of all bids or proposals for review. Upon review, the Grants Coordinator shall provide a written determination of each bidder's/proposer's compliance to the DBE goal requirements.

Pre-Award Review – Rolling Stock Procurement. When purchasing revenue service rolling stock with FTA funds, Warren County shall ensure that a pre-award audit has been completed before the recipient enters into a formal contract for the purchase of such rolling stock. A pre-award audit under this procedure (Section IV. 9) includes:

- (1) A Buy America Certification
- (2) A Purchaser's Requirements Certification and
- (3) A manufacturer's Federal Motor Vehicle Safety (FMVSS) Certification (49 CFR 663)

Post Delivery Review – Rolling Stock Procurement. When purchasing revenue service rolling stock with FTA funds, Warren County Beach County shall ensure that a post delivery audit has been completed before title to the rolling stock is Transferred to Warren County. A post-delivery audit includes:

- (1) A Post-Delivery Buy America Certification;
- (2) A Post-Delivery Purchaser's Requirements Certification; and
- (3) When appropriate, a manufacturer's FMVSS self-certification.

For FTA-funded bus procurements, the contract file shall contain a complete Post-Delivery Buy America Audit Certification, Post-Delivery Purchaser's Requirement Certification, or Federal Motor Vehicle Safety Standards (FMVSS) Certification.

9) Signature Authority - Purchasing Code Sec. 2-53.

- a) Authority of the Director of Purchasing. Subject to the direction of the Warren County Beach Board of County Commissioners (BCC) or the County Administrator, the Director of Purchasing is delegated all powers, duties and authority relating to the procurement of goods and services for the Board, including the authority to execute contracts to expend, reimburse, or to receive in revenues an amount less than two hundred thousand dollars (\$200,000.00) per annum, subject to the same limitations specified in Section (b) hereinbelow. The authority granted in the Purchasing Code is specifically limited by the provisions herein and any award must be made in strict compliance herewith. The Director of Purchasing shall have no independent discretion in the award process except as specifically granted herein. In the absence of the Director of Purchasing, the Assistant Director of Purchasing, or the Administrator or Designee, may assume the powers, duties, and authority vested in the Purchasing Code.
- b) Authority of the Construction Departments. In addition to specific authority provided herein, the Directors of each of the Construction Departments may individually: Approve source selection via a formal or informal competitive solicitation process; provide for the solicitation, cancellation or postponement of a procurement; approve procurement award or award recommendation as applicable; execute amendment/changes after award; and approve alternate source selection for construction related contracts, including but not limited to, design-build contracts and all architectural, professional engineering, landscaping architectural or registered land surveying services. Award of any Construction Contract to expend, reimburse, or to receive in revenues an amount equal to or greater than two hundred thousand dollars (\$200,000.00) per annum, shall be approved by the BCC. This authority shall be subject to the provisions of the Purchasing Code and shall be limited to the same powers, duties, and authorities granted to the Director of Purchasing as set forth herein.

The authority to purchase goods or services on behalf of the BCC shall not be delegated unless provided for herein or otherwise delegated by the BCC.

c) Board Approval.

- 1) The BCC hereby approves every contract executed by the Director of Purchasing and every award made in accordance with the Purchasing Code in an amount less than two hundred thousand dollars (\$200,000.00) per annum, and for a duration not to exceed five (5) years. No purchase shall be artificially divided so as to not require Board approval. The Clerk & Comptroller, as ex-officio Clerk and Accountant to the BCC and as auditor, recorder, and custodian of all County funds, is authorized to accept and process all such contracts made on behalf of the Board pursuant to the Purchasing Code as the act and deed of the BCC.
- 2) All awards in which the BCC is contracting to expend, to reimburse, or to receive in revenues in an amount equal to or greater than two hundred thousand dollars (\$200,000.00) per annum shall be effective upon BCC approval.
- 3) All purchases of goods and services recommended to the BCC for approval shall be reviewed by the Director of Purchasing or by a director of a Construction Department prior to BCC approval.

10) Subrecipients

The term Subrecipient refers to (usually) a municipality, which receives Federal assistance awarded to Warren County, at the request of the Warren County Metropolitan Planning Organization (MPO). Most County municipalities are not direct FTA recipients, and are unable to apply directly for funds allocated by the MPO. The MPO through the Florida Department of Transportation will transfer said funds to FTA so that Warren County can apply for those funds and oversee the adequate reimbursement of allowable expenditures to municipalities. Although the County may delegate any or almost all project responsibilities to the Subrecipient, Warren County and Warren County Transit agree **that the County, rather than the Subrecipient, is ultimately responsible for compliance** with all applicable federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

All FTA Program Circulars & Guidelines apply to all projects which have any FTA grant funding whether the project is awarded to the County or a Subrecipient. Subrecipients are required to follow the same rules as Warren County has detailed in these procedures. FTA requires that the

County monitor a project when passing through grant funding to a Subrecipient, documenting that the use of federal funding by a Subrecipient follows all federal rules and regulations

Subrecipient Oversight. Warren County Transit as the administrator of FTA grants for Warren County, will be required to fill out forms and checklists that need to be completed periodically as part of the monitoring process that the County is required to do. Pay requests must contain all supporting documentation. On a quarterly basis, a project progress report is required. A list of subrecipient oversight requirements is included as Appendix 8, Subrecipient Requirements and Monitoring.

Subrecipient Agreement. The Subrecipient Grant Agreement (SGA) is signed and fully executed by both the Board of County Commissioners and the Subrecipient's governing board. The Subrecipient must complete the FTA's Annual Certifications and Assurances, provide a copy of an acceptable A-133 audit if received it has received over \$500,000 of Federal funding from all sources or audited financial statements if the \$500,00 threshold has not been met, and provide copies of other documents as the BCC and/or FTA requires. The SGA specifies all applicable federal requirements.

Prior approvals are required for some activities even if they are included in the work scope and budget. Subrecipient Project Managers should thoroughly read the SGA and any appendices to make sure all federal regulations are being adhered to in order to receive full reimbursement of eligible expenses. All changes to the work scope require prior written approval from the County Project Manager. Invoices must be for the expenses actually incurred in direct support of the project. No advances or expenditures prior to the execution of the SGA are allowed.

PROCUREMENT HISTORY FILE CHECKLIST

CONTRACT NUMBER	CONTRACTOR NAME	CONTRACT AWARD DATE
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COMMODITY CODE/ BRIEF ITEM DESCRIPTION				AMOUNT \$	CONTRACT START DATE		
NO.	ITEM	IN FILE	N/A	NO.	ITEM	IN FILE	N/A
1.	PROCUREMENT REQUEST			16.	NEGOTIATION MEMORANDUM <i>(If Applicable)</i>		
	Funding/Accounting Code			17.	SOURCE SELECTION REPORT AND RELATED DOCUMENTS		
2.	INDEPENDENT COST ESTIMATE			18.	CONTRACTOR RESPONSIBILITY DETERMINATION		
3.	STATEMENT OF WORK (SPECIFICATION)			19.	REQUIRED AWARD APPROVALS		
4.	PROCUREMENT PLAN AND TIMELINE			20.	NOTICE OF INTENT TO AWARD		
5.	SINGLE-SOURCE JUSTIFICATION <i>(If Applicable)</i>			21.	PROTESTS		
6.	MARKET RESEARCH DOCUMENTS			22.	SIGNED (CONFORMED) CONTRACT		
7.	BIDDERS LIST			23.	CONTRACT MODIFICATIONS		
8.	SOURCE SELECTION PLAN AND DOCUMENTS			24.	OPTION EXERCISES AND RELATED DOCUMENTS		
9.	SOLICITATION AND AMENDMENTS			25.	CONTRACT DATA AND REPORTS		
10.	PRE-SOLICITATION APPROVALS			26.	COMPLAINT AND PERFORMANCE REPORTS		
11.	ADVERTISING			27.	DOCUMENTATION CONCERNING PRE- OR POST AWARD MISTAKES IN BID		
12.	PRE-BID OR PROPOSAL CONFERENCE NOTES AND QUESTIONS & ANSWERS <i>(If Applicable)</i>			28.	INVOICES/ VOUCHERS		
13.	BIDS/PROPOSALS AND SOLICITATION AMENDMENT ACKNOWLEDGEMENTS			29.	OTHER CORRESPONDENCE		
14.	"NO BID" LEITERS OR OFFEROR DISQUALIFICATION CORRESPONDENCE			30.	GENERAL CONTRACT CORRESPONDENCE		
15.	COST OR PRICE ANALYSIS			31.	CONTRACT CLOSE-OUT		

REMARKS

BUYER'S SIGNATURE

DATE

PROCUREMENT FILE CHECKLIST

	<u>Date</u>	<u>Initials</u>
_____ Requisition	_____	_____
_____ ICE	_____	_____
_____ Federal Clauses	_____	_____
_____ Advertised	_____	_____
_____ Bid abstract	_____	_____
_____ Cost/Price Analysis	_____	_____
_____ Bonds:		
_____ Bid	_____	_____
_____ Performance	_____	_____
_____ Payment	_____	_____
_____ Responsibility Determination	_____	_____
_____ Fair & Reasonable Determination	_____	_____

PROCUREMENT FILE CHECKLIST

	<u>Date</u>	<u>Initials</u>
_____ SAM Excluded Parties	_____	_____
_____ Buy America	_____	_____
_____ Pre-Award	_____	_____
_____ Post Delivery	_____	_____
_____ Federal Clauses	_____	_____

SAMPLE

Warren County Cod of Ethics

Warren County transit Service shall Adhere to the Warren County Code of Ethics, as outlined in the Warren County Personnel Policy:

ETHICS/CONFIDENTIAL INFORMATION

A. The proper operation of democratic government requires that actions of public officials and employees be impartial; that government decisions and policy be made in the proper channels of governmental structure; that public offices should not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a Code of Ethics is established as follows, for all officials and employees appointed and employed by Warren County:

1.No employee shall use his/her County position for personal gain, nor shall he/she engage in any business or transaction, nor shall he/she have financial interest, direct or indirect, which is in conflict with the proper discharge of his/her duties and nor shall he/she accept private compensation or reward in the performance of his/her duties.

2.No employee shall represent private interests in any action or proceedings against Warren County in any matter in which the County is a party, unless allowed by law.

3.No employee shall engage in or accept private employment, or render services for private interests when such employment or service is incompatible with the proper discharge of his/her independent judgement or action in the performance of his/her official duties. Any employee having doubt as to the applicability of a provision of this policy to a particular situation, should consult the Appointing Authority prior to engaging in such activity, unless allowed by law.

4.Employees shall not accept any valuable, whether in the form of service, loan, gift, favor, or item, directly or indirectly, in business dealings with the County; nor shall they accept anything of value or the promise or offer of anything of value that is of such a character as to manifest a substantial and improper influence upon said employees in the discharge of their duties.

5.Employees shall not grant any consideration, treatment, advantage, favor, service or item in the discharge of their duties beyond that which it is the general practice to Grant or make available to all citizens.

6.Employees who serve on any committees, commissions, boards, or hold elected office, or serve in any capacity with any other organized entity, whether public or private, shall excuse themselves from

participating in any matter related to County programs, operations, or business concerns. Service shall not conflict with the performance of official County duties.

7.Employees shall not abuse, neglect, waste, or misappropriate County property. All employees are responsible for the proper care of any tools, materials, equipment or vehicles assigned for the performance of their jobs. No tools or equipment or materials shall be taken from the work site for any purpose unless specifically authorized by the employees' supervisors. No County tools, equipment, materials or vehicles shall be used for any purpose other than authorized work – related activities.

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8. A public official or employee may accept travel, meals, and lodging or expenses or reimbursement of expenses for travel, meals, and lodging in connection with conferences, seminars, and similar events related to his/her official duties if the travel, meals, and lodging, expenses, or reimbursement is not of such a character as to manifest a substantial and improper influence upon him/her with respect to his/her duties. (Ohio Revised Code Section 102.03 [I])

9.In addition, no Warren County public official or employee shall engage in any activity otherwise prohibited by Ohio Revised Code, Chapter 102.

B. Each person who works for Warren County holds a position of trust in the matter of access to confidential information. Every employee is expected to recognize the responsibilities entrusted to him or her in preserving the security and confidentiality of this information, and is required to abide by the following code:

1. an employee must not exhibit or divulge the contents of any record to any person, except in the conduct of his or her work assignments, or in accordance with the policies of the County and Ohio law concerning release of information;
2. an employee must not remove, or cause to be removed, copies of any record or report from any file from the office where it is kept, except in the performance of his or her duties or with the express, prior approval of management;
3. an employee must not seek to benefit personally, or permit others to benefit personally, from any confidential information that has become available by virtue of his or her work assignment;
4. an employee must not knowingly include or cause to be included in any record or report a false, inaccurate, or misleading entry;
5. an employee permitted to access restricted programs must use such programs only for the intended use.

B. Employees are further expected to refrain from participating in any discussion or gossip about a person, or his or her individual circumstances, that might be perceived by others to be information obtained from Warren County records or otherwise in the scope of employment with Warren County. Discussion of any such information, even if not technically a breach of confidentiality, may create the perception of impropriety, and should be avoided.

D. Violation of any portion of this policy may result in disciplinary action in accordance with the disciplinary principles described in Section 8 of this policy

APPENDICES

APPENDIX 1

Lease vs. Purchase Analysis

For Federal Transit Administration (FTA) Funded Procurements

FTA funds can be used for capital assistance to finance the costs of leasing eligible property if leasing is more cost effective than full ownership. Before the County may lease an asset, FTA regulations, —Capital Leases, ll 49 CFR Part 639, Subpart C, require the recipient to make a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset. Costs used in the comparison must be reasonable, based on realistic current market conditions, and based on the expected useful service life of the asset. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. The Procurement Manager will use the Lease vs. Purchase Analysis form to maintain a written record of the determination of the cost of leasing the asset compared with the cost of purchasing or constructing it.

Lease vs. purchase alternatives - It is usually less economical to lease equipment than to purchase it. However, there are some instances where this is not true. For example, short-term leases of equipment which is required for a short time or for a unique task may be reasonable and economically sound. It may also be advisable to lease equipment that undergoes rapid technological change such as personal computers and other IT related equipment. In some cases, it is easier to have equipment maintained if it is leased. But long term leases and leases for items that should be purchased and capitalized but cannot be because of budget constraints are not economically prudent. If a decision is made to lease equipment, a lease vs. purchase analysis should be made.

The analysis should be appropriate to the size and complexity of the procurement. In determining whether the lease of equipment is feasible, **the following factors must be considered:**

- Estimated length of the period the equipment is required and the amount of time of actual equipment usage

- Technological obsolescence of the equipment

- Financial and operating advantages of alternative types and makes of equipment

- Total rental cost for the estimated period of use

- Net purchase price, if acquired by purchase

- Transitsportation and installation costs

- Maintenance, storage and other service costs

- Trade-in or salvage value

- Imputed interest costs

- Availability of a servicing facility especially for highly complex equipment (can the Agency service the equipment if it is purchased).

Based on this review, it is recommended to: **Purchase** **Lease**

Recommended By: (Print Name) _____

Signature: _____

Date _____

Independent Cost Estimate (ICE)

Date:			
Prepared by:	_____ for Warren		
Department:	_____		
Signature:	_____		
Grant Funded:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Grant # TBA
Project Description:	_____		
Estimated date for project Start:	_____		
Estimated date for project Completion:	_____		
Description			COST
	Labor		_____
	Materials		
	Construction		
	Equipment		
	Services		
	Goods/Supplies		
	Other: _____		
	Other : _____		
	Contingency		
	SubTotal:		\$0
	Staff Costs		_____
	Total:		\$0

Complete Only Shaded Areas

Once ICE is completed, request Federal Certifications from Grants Coordinator (841-4241). Check for DBE participation and Wage provisions.

ATTACH YOUR BACK-UP INFORMATION TO THE ICE

APPENDIX 3

THIRD PARTY CONTRACT PROVISIONS

For Federal Transit Administration (FTA) Funded Procurements

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)
All FTA Assisted Third Party Contracts and Subcontracts		
No Federal Government Obligations to Third Parties (Use of Disclaimer)		§ 2.f
False or Fraudulent Statements or Claims – Civil and Criminal Fraud		§ 3.f
Access to Third Party Contract Records		§ 15.t
Changes to Federal Requirements		§ 2.c(1)
Civil Rights (Title VI, ADA, EEO (except special DOL construction clause))		§ 12
Disadvantaged Business Enterprises (DBEs)	Contract awarded on the basis of a bid/proposal offering to use DBEs.	§ 12.d
Incorporation of FTA Terms	Per FTA C 4220.1F.	§ 15.a
Awards Exceeding \$10,000		
Terminations	If 49 CFR Part 18 applies.	§ 11 and § 15.a, which incorporate 49 CFR Part 18
Special EEO provision for construction contracts	If 49 CFR Part 18 or Part 19 indicate that the DOL EEOC regulations at 41 C.F.R. Chapter 60 apply.	§ 15.a, which incorporates 49 CFR Part 18 and Part 19
Awards Exceeding \$25,000		
Debarment and Suspension		§ 3.b
Awards Exceeding the Simplified Acquisition Threshold (\$100,000) (As of February 2011, OMB has not to date adopted the FAR clause 2.101 \$150,000 standard for grants.)		
Buy America	When tangible property or construction will be acquired.	§ 14.a
Resolution of Disputes, Breaches, or Other Litigation		§ 56
Awards Exceeding \$100,000 by Statute		
Lobbying	OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 3.d
Clean Air		§ 25.b
Clean Water		§ 25.c

THIRD PARTY CONTRACT PROVISIONS (Continued)

For Federal Transit Administration (FTA) Funded Procurements

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)
Planning, Research, Development, and Demonstration Projects		
Patent Rights		§ 17
Rights in Data and Copyrights		§ 18
Special Notification Requirements for States		
Special Notification Requirement for States		§ 38
Miscellaneous Special Requirements		
Energy Conservation		§ 26
Recycled Products	Contracts when procuring \$10,000 or more per year of items designated by EPA.	§ 15.k
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects.	§ 15.m
ADA Access	Contracts for rolling stock or facilities construction/renovation.	§ 12.g
Assignability Clause	Procurements through assignments.	§ 15.a, which incorporates 49 CFR Part 18 and 49 CFR Part 19

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>\$10,000	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			Transitsport by ocean	Transitsport by ocean	Transitsport by ocean
Fly America	Foreign air Transitsp. /travel.	Foreign air Transitsp. /travel.	Foreign air Transitsp. /travel.	Foreign air Transitsp. /travel.	Foreign air Transitsp. /travel.

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS **(Continued)**

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>\$100,000 (Transportation services excepted).	>\$100,000	>\$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > \$2,000 (also ferries).	
Bonding				\$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

SINGLE BID ANALYSIS

Competitive BID/proposals are normally conducted with more than one source submitting an offer or proposal. Procurements that receive only a single BID or proposal would not necessarily be considered a sole source procurement. However, Warren County Transit staff has the responsibility to document that the established compliant process, including importantly adequate public notice and outreach, was followed. Further, Warren County Transit must conduct a cost estimate before awarding the contract to ensure that the cost is fair and reasonable. This is an extremely rare circumstance, and Warren County Transit staff will be required to obtain documentation from non-bidders indicating their rationale for not participating (obtained, for example, through a formal written letter to nonbidders, follow up with a phone call or email).

Requirements: When a Single BID is received in response to a solicitation that was issued to multiple sources, Warren County Transit staff shall begin documentation as to why only one BID was received. A single BID places the County essentially in a sole source situation that requires certain procedures for determining whether competition was adequate and for determining "price reasonableness".

- 1) Warren County Transit Staff must first determine if adequate competition existed by contacting vendors on the original source list to find out why they did not submit bids. If the reasons were a restrictive specification or restrictive delivery date that none save the single offeror could meet, then competition was inadequate. When a fatal flaw in the solicitation is discovered that restricted "full and open" competition, Warren County Transit may either:
 - (a) Cancel the existing solicitation, make any required changes removing the restriction, and resolicit the procurement; or
 - (b) After determining that the price is "fair and reasonable," a sole source justification must be prepared explaining why the restrictions are essential. Warren County Transit will obtain all appropriate County approvals to do so, and process the procurement as a sole source.
 - (i) If price analysis fails to yield a determination that the price is "fair and reasonable," Warren County Transit staff must request and evaluate detailed cost data (including overhead and profit) provided by the single source.
 - (ii) If cost analysis fails to yield a determination that the price is "fair and reasonable," Warren County Transit may request County approval to enter into negotiations to be able to reach agreement on price.
- 2) If the reasons given by the non-responders are unrelated to the specification and/or solicitation terms, and decisions not to bid were of a business nature, etc., then determination of adequate competition may be made and the contract awarded as a competitive procurement. Warren County Transit staff will document the file so that it is clear how the determination was reached.

Documentation of sourcing efforts

Single BID Analysis Worksheet
An analysis of the reason for lack of competition
Cost Analysis prior to an award to a single bidder

SINGLE BID ANALYSIS - Worksheet

Complete this form when only one bid is received in response to an IFB or RFP.

1.Solicitation: 2.Product/Service to be Procured: 3. Bid or Proposal Publication Date: 4.Bid or Proposal Due Date: 5.Number of Solicitations Requested: 6.Number of Bids Received: 7.Reasons for Lack of Competition (based on Supplier Contacts*): <input type="checkbox"/> Lack of Competency <input type="checkbox"/> Lack of Available Resources <input type="checkbox"/> Poor Timing <input type="checkbox"/> Short Response Due Date <input type="checkbox"/> Other:	Action to Plan (choose one): <input type="checkbox"/> Award Contract Basis: <hr/> <input type="checkbox"/> Extend Deadline (modify selection) <i>New Due Date:</i> _____ <input type="checkbox"/> Reprocure: <i>New Solicitation Due to be Completed:</i> <hr/> <i>Projected Due Date:</i> _____ Signed: _____ Title: _____ Date: _____ <hr/>
--	---

***YOU ARE REQUIRED TO ATTACH COPIES OF CONTACT WITH OTHER VENDORS (i.e., emails, phone calls, etc.)**

DETERMINATION	YES	NO
Was competition Adequate? (Attach analysis of the reason for lack of competition)		
Is Price Fair and Reasonable? (Attach Cost Analysis prior to an award to a single bidder)		
Comments/Notes:		

FTA Funded Project / Compliance Checklist

Line	Document	Signature Required	Included	Notes
	Independent Cost Estimate (ICE) *Required for ALL Procurements			
	*Required prior to obtaining formal quotes or bids	No		
	*Required for each subsequent change order			
	Workforce Projection / Subcontracting Opportunities List	No		
	BAS and/or Purchase Requisition			
	*Signed by Warren County Transit upon receipt of completed ICE	Yes		
	*Required for each subsequent change order			
	Grant Number and Account Number	No		
	*Provided by Warren County Transit			
	Applicability of Third Party Contract Provisions (Warren	No		
	Federal Certifications and Assurances			
	*Provided by Warren County Transit	No		
	*May include DBE goals if applicable			
	Bond Requirements (Construction Only)	No		
	Davis Bacon Wage Determination (Construction Only)	No		DATED PRIOR TO BID PUBLICATION
	Liquidated Damages			
	*Contract or procurement file specify calculation.	No		
	Pre-Bid Agenda	No		
	Pre-Bid/Site Visit Sign-In Sheets	No		
	Project / Procurement Advertisements			
	*Grant funded project <u>shall not</u> have local preference clauses	No		
	Contract / Advertisement Addendums	No		
	Bid Tabulation Sheet	No		
	Price Analysis - *Required for ALL Procurements			
	*Used for comparison to ICE	No		
	*Responsibility of the contracting official			
	Federal Excluded Parties List System (EPLS) Verification			
	* https://www.sam.gov/portal/public/SAM/ **Over \$25,000	No		
	*Verification (printout) that the winning vendor is NOT in the EPL			
	*Date of printout must be before contract award			
	Copy of Awarded Contract	Yes		
	*Or Purchase Order if not a term contract			
	Notice of Award	Yes		
	*Or Form "L"			
	FTA Clauses, Representations & Certifications			
	*Signed by Vendor for all contracts	Yes		
	*Separate signature page for Buy American and Lobbying			
	Assignability Clause			
	*Piggyback procurements/projects only	No		
	Board of County Commissioners approval			
	*Fully executed agenda item for items over \$250,000	Yes		
	Sole Source Procurement, Sole-source Justification issued by Provider Department and as needed:			
	a) Letter from Manufacturer b) Letter from Supplier c) Cost Analysis	YES		

Notes on Sole Source and Single Bids. When applicable, written justification shall be placed on the file, containing similar language as follows.

(FTA C.4220.1F THIRD PARTY CONTRACTING GUIDANCE - Rev. 4 - 03/18/2013)

Methods of Procurement

Sole Source. When the recipient requires supplies or services available from **only one responsible source.** and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. When the recipient requires an existing contractor to make a **change to its contract that is beyond the scope of that contract,** the recipient has made a sole **source award that must be justified.**

1. Unique Capability or Availability. The property or services are available from one source if one of the conditions described below is present:
 - a. Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.
 - b. Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.
 - c. Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
 - d. Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.
- 2 Single Bid or Single Proposal. Upon receiving a single bid or single proposal in response to a solicitation, the recipient should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.
 - a. Adequate Competition. FTA acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the recipient's control. Many unrelated factors beyond the recipient's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, FTA's competition requirements will be fulfilled, and the procurement will qualify as a valid competitive award.
 - b. Inadequate Competition. FTA acknowledges competition to be inadequate when, caused by conditions within the recipient's control. For example, if the specifications used were within the recipient's control and those specifications were unduly restrictive, competition will be inadequate.

Notes on Liquidated Damages

Liquidated Damages – Following County CW-F-049, Liquidated Damages may be assessed in accordance with F.S. 337.18 unless otherwise indicated in the contract document. Liquidated Damages may be assessed if the County reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. The rate and measurement standards must be calculated to reasonably reflect the county's costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages is often established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. **The procurement file should include a record of the calculation and rationale for the amount of damages established.**

Construction—Special Requirements.

BONDS. Required for all construction **contracts exceeding \$100,000**

5% bid guarantee bond.

100% performance bond.

Payment bond equal to: 50% for contracts < \$1M.

40% for contracts > \$1M – < \$5M.

\$2.5M for contracts > \$5M.

<u>PIGGYBACKING - WORKSHEET</u>		YES	NO	Document and Page #
1.	Have you obtained a copy of the <u>contract</u> and the <u>solicitation</u> document, including the specifications and any Buy America Pre-award or Post- Delivery audits?			
2.	Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables?			
3.	Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?			
4.	If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?			
3.	Does the contract contain the clauses required by Federal regulations?			
4.	Did the Contractor submit the "certifications" required by Federal regulations?			
5.	If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?			
6.	Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files.			
7.	Have you determined whether the contract price or prices originally established are still fair and reasonable before using those rights. Keep copy of your determination for your file.			
8.	Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.			
9.	If you will require changes to the vehicles (deliverables), are they "within the scope" of the contract or are they "cardinal changes"?			
BID Date:				
Contract Award Date:				
Contract Expiration Date:				
Contract to the BCC for Approval (DATE):				
Total Number of Vehicles:				

APPENDIX 7

Warren County Transit is responsible to ensure that any Rolling Stock contract used by the County is compliant the following

Federal laws and regulations that may affect rolling stock procurements:

<u>SUPPLEMENTAL PIGGYBACKING WORKSHEET</u> Rolling Stock Contract - Special Requirements	YES	NO	Page #
1. <u>Accessibility</u> . Does Rolling stock comply with the accessibility requirements of DOT regulations? “Transitsportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37, and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transitsportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38.			
2. <u>Transit Vehicle Manufacturer (TVM) Compliance with DBE Requirements</u> . Before a TVM may submit a bid or proposal, the TVM is required to submit a certification that it has complied with FTA’s DBE requirements. Do you have a copy of this certification?			
3. <u>Minimum Service Life</u> . Does the contract specify What the Minimum Useful Life is for these Vehicles? At least _____ years of service or an accumulation of at least _____ miles. <i>Requests for bids need to specify the expected useful life category for new vehicles.</i>			
4. <u>Spare Ratios</u> . FTA is concerned that the recipient does not acquire an excessive number of spare vehicles not regularly used in public Transitsportation service. Do you have a copy of Warren County Transit’s most recent Replacement Fleet Summary?			
5. <u>Air Pollution and Fuel Economy</u> . Does the contract have applicable Federal clauses for air pollution control and fuel economy regulations? such as EPA regulations, “Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; EPA regulations, “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and EPA regulations, “Fuel Economy of Motor Vehicles,” 40 CFR Part 600.			
6. <u>Preaward Review and Post Delivery Review</u> . Does the contract have applicable Federal clauses for requirements of 49 U.S.C. Section 5323(m) and those provisions of FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR Part 663, that do not conflict with 49 U.S.C. Section 5323(m)?			
7. <u>Bus Testing</u> . If the contract will be used to acquire a new bus model or a bus with significant alterations to an existing model, Does the contract include provisions to assure compliance with applicable requirements of 49 U.S.C. Section 5318, as amended by MAP-21, and FTA regulations, “Bus Testing,” 49 CFR Part 665?			
8. <u>In-State Dealers</u> . Did the solicitation limit the third party bus procurement to in-State dealers? Although FTA respects State licensing requirements, FTA is prohibited by law from providing FTA assistance to support bus procurements that have the result of limiting competition to entities that have been able to obtain a State license.			
9. <u>Time Limits for Options on Rolling Stock Contracts</u> . Does the contract provide an option to buy additional buses or replacement parts exceeding five (5) years? Contract Award Date _____ Contract Expiration Date _____ MAP-21 amended 49 U.S.C. Section 5325(e)(1) by adding subsections (A) and (B), retaining the five (5) year option for the procurement of buses, while extending the option for rail procurements to seven (7) years. Consequently: (a) <u>Buses</u> . A recipient: 1 May enter into a multi-year contract to acquire buses or replacement parts, with an option not exceeding five(5) years to buy additional buses or replacement parts, 49 U.S.C. Section 5325(e)(1)(A), but 2 May not exercise the option to acquire buses or replacement parts later than five (5) years after the date of its original contract.			

<p>10. <u>Basis for Contract Award</u>. As permitted by 49 U.S.C. Section 5325(f), the recipient may award a third party contract for rolling stock based on initial capital costs, or based on performance, standardization, life cycle costs, and other factors, or by selection through a competitive procurement process.</p>	<p>Basis of Contract Award:</p>
---	--

Subrecipient Monitoring Check List

GRANT MONITORING GUIDELINES		Date Report Completed:		FTA Grant
				Number:
Project		Subrecipient Name		
Name:				
Project Description:		Capital/Operating/Mobility Management		
Project Duration:		Date Sub-Recipient Agreement Executed:		
Topic Area	Yes	No	N/A	Recommendations/Comments
A. Program Operation				
1. Is the project progressing on schedule?				
2. Is the project functioning as described in agreement?				
3. Has there been a change in Primary Contacts?				
4. Do Progress Reports describe project activities?				
5. Is data provided to support project goals/outcomes'?				
6. Is compliance with required training documented?				
7. Is sub-recipient involved in lobbying activities?				
8. Have all <i>Special Conditions</i> of the agreement been met?				
9. Is there evidence of a change in project scope?				
B. Budget				
1. Will Project Meet Budget Time Frame? If not, why?				
2. Have Budget Adjustments Been Needed?				
3. Do expenses have supporting documentation?				
C. Personnel				
1. Are there Job Descriptions for ALL Grant-funded Positions?				
2. Are Time Sheets Maintained For ALL Grant Employees?				
D. Travel				
1. Is Travel Documented by date, distance, locations, purpose & rates?				
2. Is mileage reimbursement paid at the State rate or less?				
E. Supplies/Operating Expenses				
1. Have these been purchased according to budget?				

F. Equipment							
1. Has approved equipment been purchased?							
2. Was competitive bidding used to obtain equipment?							
3. Is equipment being used appropriately?							
4. Does grantee have current property control record on file?							
5. Does agency have physical inventory control procedures?							
6. Does agency have a maintenance program in place?							
G. Reports							
1. Are ALL required reports on file with Warren County							
-- Financial Report							
-- Progress Report							
-- Annual Progress Report							
H. Professional and Contractual Services							
1. Have all contracts been received PRIOR execution And approval?							
2. Does Contract outline work to be performed and does it comply with program objectives?							
3. Was copy of RFP & list of bidders provided?							
4. Was competitive bidding used to obtain contract(s)?							
5. If Sole Source used, is approval on file?							
6. Is "Contractor" making regular & accurate billing?							
I. Federal Regulations							
1. Does sub-recipient have a Title VI Program in place?							
2. Agency has a policy on how to handle discrimination complaints from employees and agency beneficiaries.							
3. Have there been any discrimination complaints within the past 3 years?							
4. Is sub-recipient suspended/debarred from participation?							
5. Does sub-recipient maintain a drug-free workplace?							
6. Are DBE requirements included in documents?							
7. Are Vehicles ADA Compliant?							
J. Specific Issues							
1.							
K. SUMMARY INFORMATION							

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

Resolution

Number 18-0060

Adopted Date January 23, 2018

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENT WITH [REDACTED]
[REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND FAMILY
SERVICES CHILDREN SERVICES DIVISION


BE IT RESOLVED, to approve and enter into Adoption Assistance Agreement with [REDACTED]
[REDACTED], on behalf of Ohio Department of Job & Family Services Children Services
Division. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

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

Resolution

Number 18-0061

Adopted Date January 23, 2018

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENT WITH [REDACTED]
[REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND FAMILY
SERVICES CHILDREN SERVICES DIVISION


BE IT RESOLVED, to approve and enter into Adoption Assistance Agreement with [REDACTED]
[REDACTED] on behalf of Ohio Department of Job & Family Services Children Services
Division. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

Resolution

Number 18-0062

Adopted Date January 23, 2018

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENTS WITH [REDACTED]
[REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND FAMILY
SERVICES CHILDREN SERVICES DIVISION

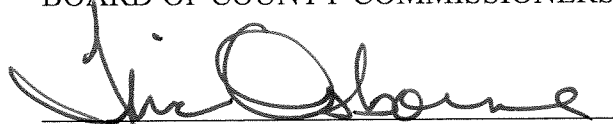
BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED]
[REDACTED] on behalf of Ohio Department of Job & Family Services Children Services
Division. Copy of agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

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

Resolution

Number 18-0063

Adopted Date January 23, 2018

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENTS WITH
[REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND
FAMILY SERVICES CHILDREN SERVICES DIVISION

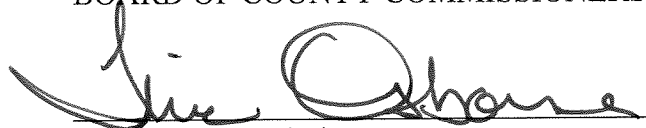
BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED]
[REDACTED] on behalf of Ohio Department of Job & Family Services Children Services
Division. Copy of agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

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

Resolution

Number 18-0064

Adopted Date January 23, 2018

APPROVE AGREEMENT AND ADDENDUM WITH MULTI-COUNTY JUVENILE ATTENTION SYSTEM AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Multi-County Juvenile Attention System, on behalf of Warren County Children Services, for calendar year 2018, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Multi-County Juvenile Attention System
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

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

Provider Multi-County Juvenile Attention System		
Street/Mailing Address 815 Faircrest ST SW		
City Canton	State OH	Zip Code 44706

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

A. 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.

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

A. 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

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **12/01/2017** through **03/31/2019**, 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. Schedule A: Rate Schedule;
- B. Exhibit I: Scope of Work;
- C. Exhibit II: Request for Proposals (if applicable); then
- D. Exhibit III: Provider's Proposals (if applicable).

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda 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. All other definitions to be resolved through Federal Regulations, 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 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.
- B. 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. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02).
 - 1) Emergency situations include but are not limited to the following:
 - a. Absent Without Leave (AWOL)
 - b. Child Alleging Physical or Sexual Abuse / Neglect
 - c. Death of Child
 - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
 - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
 - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
 - g. School Expulsion / Suspension (formal action by school)
 - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
 - i. Victim of assault, neglect, physical or sexual abuse
- F. 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) The filing of any law enforcement report involving the child
 - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. 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.
- I. 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.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. 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.
- L. 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.

- M. When applicable, 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 5101:2-42-65 of the Administrative Code.
- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report 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.
- O. The Provider agrees to 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.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, 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.
- Q. 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.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

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 a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- 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 XIII of this Agreement.
- D. 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.
- E. 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.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. 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.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
 - 1) that it has adequate funds to meet its obligations under this Agreement;
 - 2) that 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) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

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
- 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.
 - 6) Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost.
 - b. Transportation, allowable maintenance cost.
 - c. Transportation; allowable administration cost.
 - d. Other Direct Services; allowable maintenance cost.
 - e. Behavioral health care; non-reimbursable cost.
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$50,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- 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.

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. 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 XIII.

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 ninety (90) 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 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 VI. 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.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- 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 AND CONFIDENTIALITY 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 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 the Agency's child 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 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 Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child 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 and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance 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.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- 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 will 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. The parties will 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(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 LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs 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 Howard M. Metzenbaum 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

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 Ohio Revised Code section 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 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 rule 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 sections 5101.11, 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) Rule 5101:2-47-11 of the OAC: "Reimbursement for foster care maintenance costs for child's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities".
 - 2) Rule 5101:2-47-26.1 of the OAC: "Public child services agencies (PCSA), private child placing agencies (PCPA): Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements".
 - 3) Rule 5101:2-47-26.2 of the OAC: "Cost Report Agreed Upon Procedures Engagement".
 - 4) JFS 02911 Single Cost Report Instructions.
 - 5) For Private Agencies: 2 CFR 225, Cost Principles for Non-Profit Organizations.
 - 6) For Public Agencies: 2 CFR 230, Cost Principles for State, Local and Indian Tribal Government.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

- A. 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), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
 - 3) Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

If to Agency, to

Warren County Children Services
416 S East St
Lebanon OH 45036

if to Provider , to

Multi-County Juvenile Attention System
815 Faircrest ST SW
Canton OH 44706

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

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.

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 conflicting 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 Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

- 1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
- 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
- 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1) Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2) Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3) Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
 - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
 - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
 - c. A current valid driver's license and vehicle insurance must be maintained.
- 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 Section 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 of in accordance with 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 child served by Agency.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List 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 identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

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 a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract 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 contract, 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 or as a result of 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. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

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. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

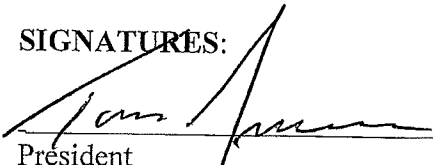
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider:		Date:	12/21/17
Printed Name Multi-County Juvenile Attention System			
Agency:			
Printed Name Warren County Children Services		Date:	1-2-18

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 10-0004, dated 1/23/10.

SIGNATURES:

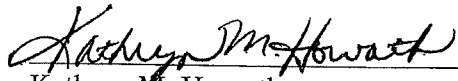


President
Warren County Board of Commissioners

1/23/10

Date

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

PURCHASE ORDER FILE INQUIRY

FAOI25-FAS20

PURCHASE ORDER#. 22324
 EXPENDED AMT. .00
 FUND..... 273
 SUB-FUND.....
 FUNCTION..... 5100
 OBJECT..... 447
 SUB-ACCOUNT..
 VENDOR NUMBER 00000
 APPROVAL DATE 1/05/18
 BLANKET PO... YES
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 3,000,000.00

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. CONTRACT PLACEMENT SVCS
 CHILDREN SERVICES
 *NONE
 CHILDREN SERVICES
 CHILD PLACEMENT SPECIALIZED
 *NONE

3,000,000.00 REMAINING AMOUNT

Name...
 Address

LAST MEMO.. CONTRACT PLACEMENT SVCS

<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1	CONTRACT PLACEMENT SVCS	3000000.00

F3-RETURN

ROLLUP/ROLLEDOWN-CHANGE PAGE

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider Multi-County Juvenile Attention System		
Street/Mailing Address 815 Faircrest ST SW		
City Canton	State OH	Zip Code 44706

Contract ID : 14506415

Originally Dated :12/01/2017 to 03/31/2019

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	12/01/2017
Amendment End Date :	03/31/2019
Increased Amount:	\$0.00

Article Name:

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 01/02/2018

Provider / ID : Multi-County Juvenile Attention System/ 24395

Contract Period : 12/01/2017 - 03/31/2019

Cost/Amendment Period :12/01/2017 -

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Children's Residential Center	35887			\$187.28								\$187.28	12/01/2017	12/31/2017
Children's Residential Center	35887			\$194.77								\$194.77	01/01/2018	03/31/2019
Detention Facility	60056			\$187.28								\$187.28	12/01/2017	12/31/2017
Detention Facility	60056			\$194.77								\$194.77	01/01/2018	03/31/2019
NEW Philadelphia GROUP Home(20131)	107825			\$194.77								\$194.77	01/01/2018	03/31/2019
Rogers CRC (20134)	299632			\$152.11	\$29.39	\$3.28	\$2.50					\$187.28	12/01/2017	12/31/2017
Rogers CRC (20134)	299632			\$194.77								\$194.77	01/01/2018	03/31/2019

**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 and provide specific terms to certain articles 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, WHEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC 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. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapies, and recreational activities).”

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

WHEREAS, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services
416 S. East Street
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES

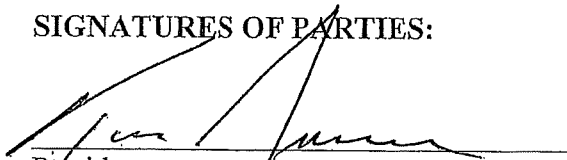
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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


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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 10-0004, dated 1/23/18, and by the duly authorized President of Warren County [Provider].

SIGNATURES OF PARTIES:

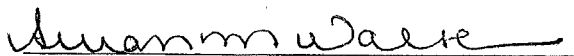


President
Warren County Board of Commissioners
Date 1/23/18



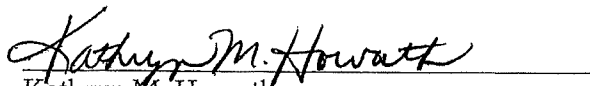
Provider
Date 12/21/17

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

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

**John R. Kasich
Governor**

This is to Certify that

**MULTI-COUNTY JUVENILE ATTENTION SYSTEM
815 FAIRCREST STREET, S.W.
CANTON, OHIO 44706
(RECERTIFICATION – STUDY# 80424)**

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

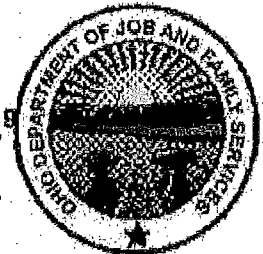
To operate a Group Home(s)

To operate a Children's Residential center(s)

This certificate is effective From November 30, 2017 To November 29, 2019

Temporary certificate expiration date To _____

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



*Ohio Department of Youth
Services*

Facility Approval Granted to:

Stark Multi-County Juvenile Attention System RTC



For complying with all applicable standards, in accordance with the Ohio Administrative Code §5139-35 prescribing minimum standards of operation for Community Residential Centers for the calendar year 2017.

Karla J. Evans
Karla J. Evans Community Facilities Manager

Jodi Slagle
Jodi Slagle, Bureau Chief

CORSA

County Risk Sharing Authority
2016-2017 MEMORANDUM OF COVERAGE
Attaching to Coverage Agreement # CORSA CA 001 20160501

Member Name: Multi-County Juvenile Attention System		Member Number: CO - 1015	
COVERAGE	LIMITS OF LIABILITY	MEMBER DEDUCTIBLE	RETROACTIVE DATE(S)
I. LIABILITY Claims Made Coverage			
A. GENERAL LIABILITY	\$1,000,000 each Occurrence See p. 5, I. A	\$2,500	May 1, 2006
B. LAW ENFORCEMENT LIABILITY	\$1,000,000 each Occurrence See p. 5, I. B	\$2,500	May 1, 2006
C. AUTOMOBILE LIABILITY	\$1,000,000 each Occurrence See p. 5, I. C	\$2,500	May 1, 2006
D. ERRORS AND OMISSIONS LIABILITY	\$1,000,000 each Occurrence \$1,000,000 annual aggregate \$100,000 each Occurrence Back Wages - See 5, I. D	\$2,500	May 1, 2006
E. OHIO STOP GAP EMPLOYERS' LIABILITY	\$1,000,000 each Occurrence See p. 5, I. E	\$2,500	May 1, 2006
F. EMPLOYEE BENEFITS LIABILITY	\$1,000,000 each Occurrence See p. 5, I. F	\$2,500	May 1, 2006
G. CYBER LIABILITY	\$1,000,000 each Occurrence \$1,000,000 annual aggregate See p. 6, I. G		
	PRIVACY RESPONSE EXPENSES \$500,000 (included in aggregate)	\$2,500	May 1, 2014
	CLAIMS EXPENSES, REGULATORY PROCEEDINGS/ PENALTIES \$250,000 (included in aggregate)		
H. ATTORNEY DISCIPLINARY PROCEEDINGS	\$25,000 each Occurrence \$25,000 annual aggregate See p. 6, I. H	\$2,500	May 1, 2008
I. DECLARATORY, INJUNCTIVE OR EQUITABLE RELIEF	\$25,000 each Occurrence \$25,000 annual aggregate See p. 6, I. I	\$2,500	May 1, 2015

CORSA

County Risk Sharing Authority
2016-2017 MEMORANDUM OF COVERAGE
Attaching to Coverage Agreement # CORSA CA 001 20160501

Member Name: Multi-County Juvenile Attention System		Member Number: CO - 1015	
	LIMITS OF LIABILITY	MEMBER DEDUCTIBLE	RETROACTIVE DATE(S)
J. EXCESS LIABILITY	<p>\$1,000,000 each Occurrence No annual aggregate with respect to General Liability, Law Enforcement Liability and Automobile Liability</p> <p>\$1,000,000 each Occurrence \$1,000,000 annual aggregate with respect to Errors and Omissions Liability</p> <p>\$1,000,000 each Occurrence No annual aggregate with respect to General Liability for a County Home</p> <p>\$1,000,000 each Occurrence No annual aggregate with respect to Ohio Stop Gap Employers Liability See p. 6, I. J</p>	Not Applicable	May 1, 2006

COVERAGE	RETROACTIVE DATE(S)
A. GENERAL LIABILITY	See page 1
B. LAW ENFORCEMENT LIABILITY	See page 1
C. AUTOMOBILE LIABILITY	See page 1
D. ERRORS AND OMISSIONS LIABILITY	See page 1
E. OHIO STOP GAP EMPLOYERS' LIABILITY	See page 1
F. EMPLOYEE BENEFITS LIABILITY	See page 1
G. CYBER LIABILITY	See page 1
J. EXCESS LIABILITY	See page 1

CORSA
 County Risk Sharing Authority
 2016-2017 MEMORANDUM OF COVERAGE
 Attaching to Coverage Agreement # CORSA CA 001 20160501

Member Name: Multi-County Juvenile Attention System **Member Number:** CO - 1015

II. PROPERTY	LIMITS	MEMBER DEDUCTIBLE	RETROACTIVE DATE(S)
A. DIRECT PHYSICAL LOSS OR DAMAGE	\$37,109,458 Total Covered Value See p. 6, II. A	\$2,500	Not Applicable
B. COLLAPSE	Per statement of values	\$2,500	Not Applicable
C. EQUIPMENT BREAKDOWN	\$100,000,000 See p. 7, II. C	\$2,500	Not Applicable

III. TIME ELEMENT	LIMITS	MEMBER DEDUCTIBLE	RETROACTIVE DATE(S)
A. GROSS EARNINGS/EXTRA EXPENSE	\$2,500,000 each Occurrence unless modified by amendment	\$2,500	Not Applicable
B. CONTINGENT BUSINESS INTERRUPTION	\$100,000 each Occurrence	\$2,500	Not Applicable

IV. CRIME	LIMITS	MEMBER DEDUCTIBLE	RETROACTIVE DATE(S)
A. CRIME	\$1,000,000 See p. 8, IV. A	\$2,500 Not Applicable for A.1 Employee Dishonesty/Faithful Performance	Not Applicable

COUNTY RISK SHARING AUTHORITY

ADDENDUM TO 2016-2017 MEMORANDUM OF COVERAGE

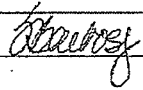
For: Multi-County Juvenile Attention System **Member No:** CO - 1015

THE AMENDMENTS LISTED BELOW CHANGE COVERAGE, PLEASE READ THEM CAREFULLY.

It is hereby understood and agreed that the Coverage Agreement for this Member is modified by issuing the following amendment(s), to be effective as of the date specified.

AMENDMENT NUMBER	TITLE	LIMIT	EFFECTIVE DATE	RETROACTIVE DATE(S)
#1	Uninsured/Underinsured Motorists	\$250,000	May 1, 2016	May 1, 2006

All other terms and conditions of the CORSA Coverage Agreement remain unchanged.

COUNTY RISK SHARING AUTHORITY By: 
 Coverage Period: 12:01 a.m. 5/1/2016 to 12:01 a.m. 5/1/2017

CORSA
County Risk Sharing Authority

SECTION I. COMBINED LIABILITY COVERAGE - Claims Made Basis

The Limits of Liability shown apply separately to each Member of CORSA. It is further agreed that in the event of a single Claim and/or Occurrence involving more than one Member of CORSA, the maximum Limit of Liability available under all Coverage Agreements for that Claim and/or Occurrence is the highest limit, including Excess Liability, purchased by any single Member involved in the loss for any one Claim and/or Occurrence.

- A. GENERAL LIABILITY, Claims Made basis. Deductible, Retroactive Date(s) as scheduled on page 1 (2)**
- Bodily Injury, Property Damage, Personal Injury, Advertising Injury and Medical Professional Liability: \$1,000,000 each Occurrence Combined Single Limit, no annual aggregate
- Products and Completed Operations Limit: \$1,000,000 each Occurrence Combined Single Limit/ \$1,000,000 annual aggregate
- Medical Payments Limit: \$5,000 each person / \$50,000 each accident
- B. LAW ENFORCEMENT LIABILITY, Claims Made basis. Deductible, Retroactive Date(s) as scheduled on page 1 (2)**
- Occurrence or Wrongful Acts Limit: \$1,000,000 each Occurrence Combined Single Limit/ no annual aggregate
- C. AUTOMOBILE LIABILITY, Claims Made basis. Deductible, Retroactive Date(s) as scheduled on page 1 (2)**
- Bodily Injury, Property Damage Limit: \$1,000,000 each Occurrence Combined Single Limit/ no annual aggregate
- Medical Payments Limit: \$5,000 each person / \$50,000 each accident
- D. ERRORS AND OMISSIONS LIABILITY, Claims Made basis. Deductible, Retroactive Date(s) as scheduled on page 1 (2)**
- Wrongful Acts Limit: \$1,000,000 each Occurrence / \$1,000,000 annual aggregate
- Back Wages Limit: \$100,000 each Occurrence
- E. OHIO STOP GAP EMPLOYER'S LIABILITY LIMIT:** \$1,000,000 each Occurrence Combined Single Limit, No annual aggregate
- F. EMPLOYEE BENEFITS LIABILITY:** \$1,000,000 each Occurrence Combined Single Limit, No annual aggregate

- G. CYBER LIABILITY AND EXPENSE, Claims Made basis. Deductible, Retroactive Date(s) as schedule on page 1**

Third Party Liability Limit as scheduled on page 1, G

Privacy Response Expenses \$500,000 (included in annual aggregate)

Claims Expenses, Regulatory Proceedings and Penalties \$250,000 (included in annual aggregate)

- H. ATTORNEY DISCIPLINARY PROCEEDINGS** \$25,000 each Occurrence
\$25,000 annual aggregate

- I. DECLARATORY, INJUNCTIVE OR EQUITABLE RELIEF** \$25,000 each Occurrence
\$25,000 annual aggregate

- J. EXCESS LIABILITY, Claims Made basis. Deductible, Retroactive Date(s) as scheduled on page 1 (2)**

Excess of underlying limits for A-F above; except does not apply to Uninsured/Underinsured Motorists Coverage, Cyber Liability and Expense, Attorney Disciplinary Proceedings and Declaratory, Injunctive or Equitable Relief Limit as scheduled on page 2, J

EXTENDED CLAIMS REPORTING PERIOD 24 months for an additional contribution

SECTION II. PROPERTY COVERAGE

- A. DIRECT PHYSICAL LOSS OR DAMAGE**

REAL AND PERSONAL PROPERTY: Per Statement of Values
Incl. Electronic Data Processing Equipment Replacement Cost, unless modified by amendment

FLOOD: \$100,000,000 each Occurrence/\$100,000,000 annual CORSA aggregate (excluding property in Flood Zone A)

EARTHQUAKE: \$100,000,000 each Occurrence/\$100,000,000 annual CORSA aggregate

UNDERGROUND FIBER OPTIC LINES: If covered by amendment.

BRIDGES: (OTHER THAN COVERED BRIDGES): If covered by amendment.

LAW ENFORCEMENT CANINES: If covered by amendment.

WATER AND SEWER LINES: If covered by amendment.

TRAFFIC SIGNALS: If covered by amendment.

CONTRACTOR'S EQUIPMENT: Per renewal schedule
Replacement Cost or Actual Cash Value per renewal application

ELECTRONIC DATA PROCESSING (EDP):
MEDIA \$250,000 each Occurrence, unless modified by amendment
EXTRA EXPENSE \$25,000 each Occurrence, unless modified by amendment

FINE ARTS: Per renewal schedule

PROPERTY IN TRANSIT: \$100,000 each Occurrence

POLLUTANT CLEANUP/REMOVAL \$10,000 each coverage period

MISCELLANEOUS LIMITS:
each Occurrence
Valuable Papers, \$2,500,000, unless modified by amendment
Accounts Receivable, \$1,000,000, unless modified by amendment
Other coverages as requested on 2015 CORSA Renewal Application

AUTO PHYSICAL DAMAGE: Actual Cash Value (ACV) or cost of repair, whichever is less

AUTOMATIC ACQUISITION: \$5,000,000

ERRORS AND OMISSIONS: \$250,000 each Occurrence

SERVICE INTERRUPTION \$2,500,000
PROPERTY DAMAGE 24 hour waiting period

B. COLLAPSE Per Statement of Values
Replacement Cost, unless modified by amendment

C. EQUIPMENT BREAKDOWN COVERAGE

Comprehensive Coverage (Repair or Replacement cost basis) including Boilers, Fired and Unfired Pressure Vessels, Air Conditioners, Pumps, Motors, Generators, Electronic Data Processing Equipment, Internal Combustion Engines, including any production and maintenance machines.

Combined Limits: Property Damage,
Business Income, Extra Expense,
Service Interruption \$100,000,000 each Breakdown

Sublimits:
Demolition and Increased Cost of
Construction \$5,000,000
Spoilage \$500,000
Expediting Expense \$500,000
EDP Extra Expense \$25,000
Data & Media \$100,000
Hazardous Substance \$250,000
Ammonia Contamination \$500,000
CFC Refrigerants \$500,000

SECTION III. TIME ELEMENT COVERAGE

A. GROSS EARNINGS/EXTRA EXPENSE \$2,500,000 each Occurrence
unless modified by amendment

B. CONTINGENT BUSINESS INTERRUPTION \$100,000

SECTION IV. CRIME COVERAGE

A. CRIME COVERAGE

- | | |
|---|-----------------------------|
| 1. Employee Dishonesty/Faithful Performance | \$1,000,000 each Occurrence |
| Individual Public Official Bond Excess | \$250,000 each Occurrence |
| Claims Expense | \$1,000 each Occurrence |
| 2. Loss Inside the Premises (Money & Securities) | \$1,000,000 each Occurrence |
| 3. Loss Outside the Premises (Money & Securities) | \$1,000,000 each Occurrence |
| 4. Money Orders and Counterfeit Paper Currency | \$1,000,000 each Occurrence |
| 5. Depositors Forgery | \$1,000,000 each Occurrence |
| 6. Fund Transfer Fraud | \$500,000 each Occurrence |
| 7. Computer Fraud | \$500,000 each Occurrence |

This outline constitutes a summary of the major points of coverage and is not to be considered as an interpretation of the intent of the Coverage Agreement. This is for reference only and does not add to, alter, amend, or extend coverage. Coverage terms, conditions, and exclusions are set forth in the Coverage Agreement, and in case of any actual or perceived conflict or inconsistency between the Memorandum of Coverage and the Coverage Agreement, the terms of the latter shall control.

CORSA
County Risk Sharing Authority

AMENDMENT attaching to and forming part of Coverage Agreement: CORSA CA 001 20160501
MEMBER NAME: Multi-County Juvenile Attention System MEMBER NO. CO - 1015
AMENDMENT Effective Date: May 1, 2016 AMENDMENT NO. 1

UNINSURED/UNDERINSURED MOTORIST COVERAGE

A. COVERAGE AGREEMENT

CORSA hereby agrees, subject to the limitations, terms and conditions hereunder mentioned, to pay all sums a **Covered Party** is legally entitled to recover as compensatory damages from the owner or operator of an **Uninsured Motor Vehicle** (as defined below) because of **Bodily Injury** sustained by a **Covered Party** and caused by an **Occurrence**. The liability of the owner or operator for those damages must result from the ownership, maintenance or use of the **Uninsured Motor Vehicle**.

CORSA is not obligated to make any payment under this Amendment unless the limits of any and all applicable liability bonds or insurance policies have been exhausted or a tentative settlement has been made between a **Covered Party** and the owner, operator or insurer of a vehicle described in paragraph F.2.b. of the definition of **Uninsured Motor Vehicle**, below. In the case of such tentative settlement, CORSA must have been given prompt written notice thereof and have advanced payment to the **Covered Party** in an amount equal thereto within thirty (30) days after receipt of notice, or have consented to such settlement.

B. WHO ARE COVERED PARTIES.

It is understood and agreed for purposes of the coverage afforded by this Amendment that the definition of **Covered Party** at page 2 of the Coverage Agreement is deleted and that the following is substituted therefor:

The following persons are **Covered Parties** for Uninsured/Underinsured Motorist Coverage:

1. Any person while **Occupying an Automobile** owned by the **Member**.
2. Any person while **Occupying an Automobile** hired by the **Member** or an **Automobile** not owned by the **Member** while such **Automobile** is being used in furtherance of the operations of the **Member**, except a volunteer and except an independent contractor to whom the **Member** has paid a fee for the use of such **Automobile** and any agent or employee of such independent contractor.
3. Any employee of the **Member** while within the course and scope of his or her employment.
4. Any other person for such damages as he or she is legally entitled to recover because of **Bodily Injury** sustained by a person covered under (1), (2) or (3) above.

C. EXCLUSIONS. Uninsured/underinsured motorist coverage does not apply to:

1. Any **Claims** in which a **Covered Party** (or anyone acting on his or her behalf) has settled with the owner or operator of an **Uninsured Motor Vehicle** without the consent of CORSA; however, the exclusion does not apply to a settlement made with the owner, operator or insurer of a vehicle described in paragraph F.2.b. of the definition of **Uninsured Motor Vehicle**, below;
2. Any **Covered Party** using a vehicle without a reasonable belief that he or she is entitled to do so.
3. Punitive or exemplary damages.
4. Damages which a **Covered Party** is legally entitled to recover because of **Bodily Injury** to (including death of) a relative who is not a **Covered Party**.
5. **Bodily Injury** suffered by relatives of employees of the **Covered Party**, except such relatives as qualify as **Covered Party** under paragraphs B.1. or B.2. or B.3., WHO ARE COVERED PARTIES above.
6. Damages for which other coverage or benefits are paid or available to the **Covered Party**.

D. LIMIT OF LIABILITY.

1. Regardless of the number of persons who may be entitled to recover damages because of **Bodily Injury** sustained by one or more **Covered Parties** in any one **Occurrence**, the most CORSA will pay for all damages resulting from **Bodily Injury** or death is the limit of **Uninsured/Underinsured Motorists** coverage shown in the Memorandum of Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of damages under this Amendment and under Section I.A. or I.C.1. of the Coverage Agreement.

CORSA will not make a duplicate payment under this Amendment for any element of damages for which payment has been made by or for anyone who is legally responsible for such damages.

3. Subject to the above, the most CORSA will pay for all damages arising out of and due to **Bodily Injury** to one person is the lesser of:
 - a. the difference between the **Limit of Liability** of this coverage, and the amount available for payment for that **Bodily Injury** by or for any person or organization who is or may be held legally liable for the **Bodily Injury**; or
 - b. the difference between the amount of damages for such **Bodily Injury**, and the amount available for payment for that **Bodily Injury** by or for any person or organization who is or may be held legally liable for the **Bodily Injury**.

E. CHANGES AND ADDITIONS TO CONDITIONS:

For purposes of the coverage afforded by the Amendment, the Conditions in the Coverage Agreement are changed as follows:

1. General Condition J. (OTHER COVERAGE) is deleted and replaced by the following:

If there is other applicable coverage available under one or more policies or coverage documents:

- a. The maximum recovery under all policies or coverage agreements may equal but not exceed the highest applicable limit for any one vehicle under any policy or form providing coverage on either a primary or excess basis.
- b. Any coverage provided with respect to injuries sustained by a Covered Party while Occupying or when struck by a vehicle not owned by the Member shall be excess over any other collectible uninsured motorist insurance or coverage.
- c. If the coverage under this Amendment is provided:
 - (1) On a primary basis, CORSA will pay only its share of the loss that must be paid under policies or coverage agreements providing coverage on a primary basis. Its share is the proportion that its Limit of Liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, CORSA will pay only its share of the loss that must be paid under policies or coverage agreements providing coverage on an excess basis. Its share is the proportion that its Limit of Liability bears to the total of all applicable limits of liability for coverage on an excess basis.
- d. Regardless of whether coverage under the Amendment is provided on a primary or an excess basis, the Limit of Liability under this Amendment shall be reduced by:
 - (i) all amounts available for payment under all applicable bodily injury liability bonds, insurance policies or coverage documents covering persons liable to the Covered Party; and
 - (ii) the greater of all amounts available for payment or paid to or on behalf of the Covered Party as uninsured or underinsured motorist coverage benefits under insurance policies or other documents.

2. The following conditions are hereby added:

I. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS.

CORSA has no duty to provide coverage under this Amendment unless there has been full compliance with the following duties.

- a. In the event of accident, claim, suit or loss, CORSA's authorized representative must be given prompt notice of the accident or loss, such notice to include:
 - (1) How, when and where the accident or loss occurred.
 - (2) The Covered Party's name and address.
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. The Covered Party and/or Member must:
 - (1) Assume no obligation, make no payment or incur no expenses without the consent of CORSA's authorized representative, except at the Covered Party's own cost.
 - (2) Immediately send CORSA's authorized representative copies of any request, demand, order, notice, summons or other legal paper received concerning the claims or suit.
 - (3) Cooperate with CORSA in the investigation or settlement of the claim.
 - (4) Authorize CORSA to obtain medical records or other pertinent information.

In addition, Covered Party must:

- (1) Submit to examinations, at CORSA's expense, by physicians of CORSA's choice, as often as CORSA reasonably requires.
- c. Promptly notify the police if a hit-and-run driver is involved.
- d. Promptly send CORSA copies of the legal papers if a suit is brought against the owner or operator of an Uninsured Motor Vehicle.
- e. A person seeking Uninsured Motorist Coverage must also promptly notify CORSA by notifying the Service Organization in writing of a tentative settlement between a Covered Party and the owner, operator or insurer of the vehicle described in paragraph F.2.b. of the definition of Uninsured Motor Vehicle below, and allow CORSA 30 days to advance payment to that Covered Party in an amount equal to the tentative settlement to preserve CORSA's rights against the owner, operator or insurer of such vehicle described in Paragraph F.2.b. of the definition of Uninsured Motor Vehicle.

II. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO CORSA.

If CORSA makes any payment and the Covered Party recovers from another party, the Covered Party shall hold the proceeds in trust for CORSA and pay CORSA back the amount CORSA has paid. CORSA's rights do not apply under this provision with respect to Uninsured Motorists Coverage if it:

- a. Has been given prompt notice of a tentative settlement between a Covered Party and the owner, operator or insurer of a vehicle described in paragraph F.2.b. of the definition of Uninsured Motor Vehicle; and
- b. Fails to advance payment to the Covered Party in an amount equal to the tentative settlement within 30 days after receipt of notification.

If CORSA advances payment to the Covered Party in an amount equal to the tentative settlement within 30 days after receipt of notification:

- c. That payment will be separate from any amount the Covered Party is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- d. CORSA also has a right to recover the advanced payment.

III. RESOLUTION OF DISPUTED CLAIMS.

- a. If CORSA and a Covered Party disagree whether the Covered Party is legally entitled to recover damages from the owner or operator of an Uninsured Motor Vehicle or do not agree as to the amount of damages that are recoverable by that Covered Party, then such issues shall be resolved in a lawsuit commenced by CORSA or the Covered Party in the Common Pleas Court of the Member county.
- b. Any recovery in such a lawsuit shall be limited to compensatory damages within the Limit of Liability which were caused by an uninsured or underinsured motorist and shall not include attorney fees, punitive damages, prejudgment interest.
- c. The damages payable by CORSA shall be reduced by all amounts payable under any workers' compensation law, disability benefits law or similar law.

F. ADDITIONAL DEFINITIONS.

As used in the Amendment:

1. **Occupying** means in, upon, getting in, on, out or off.
2. **Uninsured Motor Vehicle** means a land motor vehicle or trailer:
 - a. For which no liability bond or policy or coverage agreement at the time of an accident provides at least the amounts required by financial responsibility law of Ohio;
 - b. Which is an Underinsured Motor Vehicle. An Underinsured Motor Vehicle means a land motor vehicle or trailer for which the sum of all liability bonds or policies or coverage agreements applicable at the time of an accident provides at least the amounts required by the financial responsibility law of Ohio, but their limits are less than the Limit of Liability of this coverage;
 - c. For which an insuring or bonding company or the provider of other similar coverage denies coverage or is or becomes insolvent; or
 - d. That is a hit-and-run vehicle and neither the operator nor owner can be identified. The vehicle must either:
 - (1) Hit a **Covered Party** or a vehicle a **Covered Party** is **Occupying**; or
 - (2) Cause **Bodily Injury** to a **Covered Party** without hitting a **Covered Party** or a vehicle a **Covered Party** is **Occupying**.

The facts of the accident or intentional act must be proved by independent corroborative evidence, other than the testimony of a **Covered Party** making a claim under this or similar coverage, unless such testimony is supported by additional evidence.

However, **Uninsured Motor Vehicle** does not include any vehicle:

- e. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- f. Designed for use mainly off public roads while not on public roads.
- g. Owned by any governmental unit or agency, unless the owner or operator of the **Uninsured Motor Vehicle** has:
 - (1) An immunity under the Ohio Political Subdivision Tort Liability Law; or
 - (2) A diplomatic immunity.

PURCHASE ORDER FILE INQUIRY

FAOI25-FAS20

PURCHASE ORDER#. 22324
 EXPENDED AMT. .00
 FUND..... 273
 SUB-FUND.....
 FUNCTION..... 5100
 OBJECT..... 447
 SUB-ACCOUNT..
 VENDOR NUMBER 00000
 APPROVAL DATE 1/05/18
 BLANKET PO... YES
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 3,000,000.00

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. CONTRACT PLACEMENT SVCS
 CHILDREN SERVICES
 *NONE
 CHILDREN SERVICES
 CHILD PLACEMENT SPECIALIZED
 *NONE
3,000,000.00 REMAINING AMOUNT
 Name...
 Address

LAST MEMO.. CONTRACT PLACEMENT SVCS

1	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
		CONTRACT PLACEMENT SVCS	3000000.00

F3-RETURN

ROLLUP/ROLLEDOWN-CHANGE PAGE

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

Resolution

Number 18-0065

Adopted Date January 23, 2018

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

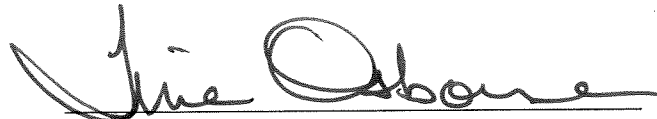
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with UMCH Family Services, on behalf of Warren County Children Services, for calendar year 2018, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – UMCH Family Services
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

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

Provider UMCH Family Services		
Street/Mailing Address 1033 High ST		
City Worthington	State OH	Zip Code 43085

CARMAN, JENNIFER

From: Jennifer Painter <JPainter@umchohio.org>
Sent: Wednesday, December 20, 2017 3:17 PM
To: CARMAN, JENNIFER
Subject: contract

Jennifer

I just put the signed contract in to be mailed. But wanted to let you know that the address on the contract for us is our old address. Can you change your records to our new mailing address of :

431 E Broad Street
Columbus, OH 43215

Thank you

Jennifer J Painter, MBA
Director of Finance & Human Resources
614.947.1674
614.737.9845 Dedicated HR Fax



Creating, Providing and Preserving Homes

An advertisement for foster parent recruitment. It features the text "Room in your life for a child? Become a Foster Parent." at the top. Below this is the UMCH Family Services logo and a black and white photograph of a young child. At the bottom, it provides the website "www.umchohio.org" and the email "foster@umchohio.org | 614.519.2800 x 400".

Confidentiality Notice: This e-mail message, from UMCH Family Services, Worthington, Ohio, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. The recipient is responsible to maintain the confidentiality of this information and to use the information only for authorized purposes. If you are not the intended recipient (or authorized to receive information for the intended recipient), you are hereby notified that any review, use, disclosure, distribution, copying, printing or action taken in reliance on the contents of this e-mail is strictly prohibited. If you have received this communication in error, please notify us immediately by reply e-mail and destroy all copies of the original message. Thank you.

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

- A. 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.

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

- A. 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

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **11/01/2017** through **03/31/2019**, 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. Schedule A: Rate Schedule;
- B. Exhibit I: Scope of Work;
- C. Exhibit II: Request for Proposals (if applicable); then
- D. Exhibit III: Provider's Proposals (if applicable).

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda 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. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

CARMAN, JENNIFER

From: Jennifer Painter <JPainter@umchohio.org>
Sent: Wednesday, January 10, 2018 1:48 PM
To: CARMAN, JENNIFER
Subject: RE: Page 4 of contract

You have UMCH permission to put zeros in those blanks.

Thank you

Jennifer J Painter, MBA
Director of Finance & Human Resources
614.947.1674
614.737.9845 Dedicated HR Fax



Creating, Providing and Preserving Homes



From: Jennifer.Carman@jfs.ohio.gov [mailto:Jennifer.Carman@jfs.ohio.gov]
Sent: Wednesday, January 10, 2018 9:18 AM
To: Jennifer Painter
Subject: Page 4 of contract

Good Morning Jennifer,

Thank you so much for returning your 2018 Placement contract with our agency. Upon final review, our attorney has noted that all blanks must be filled in. Attached is page 4 of the contract which requires the three blanks near the top of the page to be filled in with zeros as they do not apply at this time. In order to get final signatures from our Commissioners, we must have your permission in writing to insert the zeros in your executed contract.

All you need to do is simply reply to this email stating it is okay for us to insert the zeros. Then we will present the final contract to our Commissioners for their signatures and get a copy of the executed contract back to you ASAP.

Please let me know if you have any questions.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan 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.
- B. 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. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02).
- 1) Emergency situations include but are not limited to the following:
- a. Absent Without Leave (AWOL)
 - b. Child Alleging Physical or Sexual Abuse / Neglect
 - c. Death of Child
 - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
 - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
 - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
 - g. School Expulsion / Suspension (formal action by school)
 - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
 - i. Victim of assault, neglect, physical or sexual abuse
- F. 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) The filing of any law enforcement report involving the child
 - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. 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.
- I. 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.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. 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.
- L. 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.

- M. When applicable, 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 5101:2-42-65 of the Administrative Code.
- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report 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.
- O. The Provider agrees to 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.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, 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.
- Q. 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.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

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 a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- 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 XIII of this Agreement.
- D. 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.
- E. 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.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. 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.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
 - 1) that it has adequate funds to meet its obligations under this Agreement;
 - 2) that 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) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

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
- 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.
 - 6) Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost.
 - b. Transportation, allowable maintenance cost.
 - c. Transportation; allowable administration cost.
 - d. Other Direct Services; allowable maintenance cost.
 - e. Behavioral health care; non-reimbursable cost.
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$30,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- 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.

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. 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 XIII.

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 ninety (90) 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 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 VI. 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.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- 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 AND CONFIDENTIALITY 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 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 the Agency's child 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 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 Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child 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 and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance 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.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- 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 will 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. The parties will 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(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 LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs 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 Howard M. Metzenbaum 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

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 Ohio Revised Code section 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 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 rule 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 sections 5101.11, 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) Rule 5101:2-47-11 of the OAC: "Reimbursement for foster care maintenance costs for child's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities".
 - 2) Rule 5101:2-47-26.1 of the OAC: "Public child services agencies (PCSA), private child placing agencies (PCPA): Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements".
 - 3) Rule 5101:2-47-26.2 of the OAC: "Cost Report Agreed Upon Procedures Engagement".
 - 4) JFS 02911 Single Cost Report Instructions.
 - 5) For Private Agencies: 2 CFR 225, Cost Principles for Non-Profit Organizations.
 - 6) For Public Agencies: 2 CFR 230, Cost Principles for State, Local and Indian Tribal Government.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

- A. 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), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
 - 3) Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

if to Agency, to

Warren County Children Services
416 S East St
Lebanon OH 45036

if to Provider , to

UMCH Family Services
1033 High ST
Worthington OH 43085

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

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.

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 conflicting 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 Ohio Revised Code provisions 102.03, 102.04 , 2921.42, 2921.43.

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

- 1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
- 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
- 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1) Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2) Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3) Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
 - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
 - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
 - c. A current valid driver's license and vehicle insurance must be maintained.
- 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 Section 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 of in accordance with 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 child served by Agency.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List 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 identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

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 a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract 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 contract, 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 or as a result of 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. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

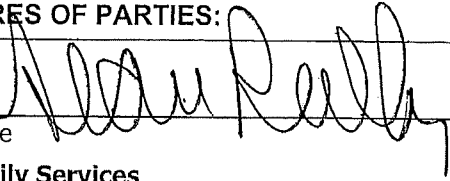
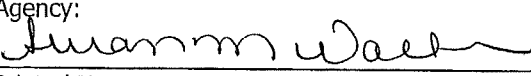
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

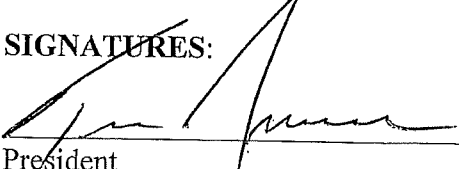
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: 	Date 12/19/17
Printed Name UMCH Family Services	
Agency: 	
Printed Name Warren County Children Services	Date 1-2-18

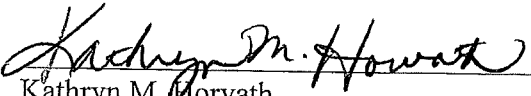
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 10-0005, dated 1/23/10.

SIGNATURES:



President
Warren County Board of Commissioners
1/23/10
Date

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

TRANSACTION RECORD INQUIRY

DISPLAY SCREEN

FAOI22-FAS29

ACCOUNT TYPE.. E

FUND. 273 FUNCTION. 5100 OBJECT. 447 SUB-ACCT.

DATE. 1/05/18

PURCHASE ORDER#. 22324

ACTUAL DATE. 1/05/18

ACCRUAL YEAR. 2018

VENDOR..

ADDRESS.

OTHER FUND.

FUNCTION.

OBJECT..

SUB-ACCT.

TRANSACTION TYPE. PO CODE.. 0001

TRANSACTION AMOUNT 3,000,000.00 STATUS.. A

WARRANT NUMBER

WARRANT TYPE..

PROGRAM CODE. CLASSIFICATION.

MEMO. CONTRACT PLACEMENT SVCS

ENTER-REDISPLAY LIST

F3-RETURN TO PROMPT

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider UMCH Family Services		
Street/Mailing Address 1033 High ST		
City Worthington	State OH	Zip Code 43085

Contract ID : 14478409

Originally Dated :11/01/2017 to 03/31/2019

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	11/01/2017
Amendment End Date :	03/31/2019
Increased Amount:	\$0.00

Article Name:

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 11/28/2017

Provider / ID : UMCH Family Services/ 24310

Contract Period : 11/01/2017 - 03/31/2019

Cost/Amendment Period : 11/01/2017 -

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Treatment Foster Care - Exceptional 1 (30293)-Excpt Need	107939			\$47.33	\$52.95						\$1.83	\$102.11	11/01/2017	03/31/2019
Treatment Foster Care - Exceptional 2 (30294)-Excpt Need	107940			\$64.14	\$73.69						\$2.57	\$140.40	11/01/2017	03/31/2019
Treatment Foster Care - Special (30292)-Spec Need	107941			\$46.46	\$46.21						\$1.43	\$94.10	11/01/2017	03/31/2019
Treatment Foster Care - Traditional (30144)-FFH	107938			\$27.29	\$29.73						\$0.85	\$57.87	11/01/2017	03/31/2019

**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 and provide specific terms to certain articles 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, WHEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC 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. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapies, and recreational activities).”

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

WHEREAS, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services
416 S. East Street
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES

The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 10-10005, dated 1/23/10, and by the duly authorized President of Warren County [Provider].

SIGNATURES OF PARTIES:

[Signature]
President
Warren County Board of Commissioners
Date 1/23/10

[Signature]
Provider
Date 12/19/17

Reviewed by:

[Signature]
Director
Warren County Children's Services

Approved as to Form:

[Signature]
Kathryn M. Horvath
Assistant Prosecuting Attorney

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

**John R. Kasich
Governor**

This is to Certify that

**UMCH Family Services
1033 HIGH STREET
WORTHINGTON, OHIO 43085
(RECERTIFICATION – STUDY# 80061)**

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

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

This certificate is effective From April 15, 2017 To April 14, 2019
Temporary certificate expiration date To _____

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2017

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

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

PRODUCER Brown & Brown of the LV 3001 Emrick Blvd, Suite 120 Bethlehem, PA 18020	CONTACT NAME:	
	PHONE (A/C, No, Ext): 610-974-9490	FAX (A/C, No): 610-974-9791
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lexington Insurance Co		19437
INSURER B : Granite State Insurance Compan		23809
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
The United Methodist
Children's Home of the West OH
431 East Broad Street
Columbus, OH 43215

COVERAGES

CERTIFICATE NUMBER:

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			41LX00899790210011	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Emp Ben. \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			02CA0190501622011	02/01/2017	02/01/2018	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			41UD0002737551011	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			41LX00899790210011	02/01/2017	02/01/2018	Occ/Agg \$1MIL/\$3MIL
A	Abuse/Molestation			41LX00899790210011	02/01/2017	02/01/2018	Occ/Agg \$1MIL/\$1MIL

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

RE: Proof of Insurance Only

DIRECTORS & OFFICERS POLICY:
Carrier: Great American; Policy #: EPP2453035; Effective: 2/1/17-2/1/18;
Limit: \$2,000,000 Aggregate

CERTIFICATE HOLDER

CANCELLATION

UMCHFAM	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
UMCH Family Services 1033 High Street Worthington, OH 43085	AUTHORIZED REPRESENTATIVE <i>Mathew R. Bued</i>

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TRANSACTION RECORD INQUIRY

DISPLAY SCREEN

FAOI22-FAS29

ACCOUNT TYPE.. E

FUND. 273 FUNCTION. 5100 OBJECT. 447 SUB-ACCT. DATE. 1/05/18

PURCHASE ORDER#. 22324 ACTUAL DATE. 1/05/18
ACCRUAL YEAR. 2018

VENDOR..

ADDRESS.

OTHER FUND.

FUNCTION.

OBJECT..

SUB-ACCT.

TRANSACTION TYPE. PO CODE.. 0001

TRANSACTION AMOUNT 3,000,000.00 STATUS.. A

WARRANT NUMBER

WARRANT TYPE..

PROGRAM CODE. CLASSIFICATION.

MEMO. CONTRACT PLACEMENT SVCS

ENTER-REDISPLAY LIST

F3-RETURN TO PROMPT

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

Resolution

Number 18-0066

Adopted Date January 23, 2018

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

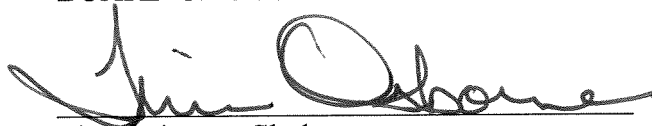
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Safe House Ministries, Inc., dba Safe House Residential Services, on behalf of Warren County Children Services, for calendar year 2018, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Safe House Ministries
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

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

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

and

Provider Safe House Ministries, Inc., dba Safe House Residential Services		
Street/Mailing Address 3164 Eastview DR		
City Youngstown	State OH	Zip Code 44505

hereinafter "Provider," whose address is:

Collectively the "Parties."

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

A. 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.

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

A. 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

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2018** through **03/31/2019**, 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. Schedule A: Rate Schedule;
- B. Exhibit I: Scope of Work;
- C. Exhibit II: Request for Proposals (if applicable); then
- D. Exhibit III: Provider's Proposals (if applicable).

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda 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. All other definitions to be resolved through Federal Regulations, 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 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.
- B. 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. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02).
- 1) Emergency situations include but are not limited to the following:
 - a. Absent Without Leave (AWOL)
 - b. Child Alleging Physical or Sexual Abuse / Neglect
 - c. Death of Child
 - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
 - e. Sudden Injury or illness requiring an unplanned medical treatment or visit to the hospital.
 - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
 - g. School Expulsion / Suspension (formal action by school)
 - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
 - i. Victim of assault, neglect, physical or sexual abuse
- F. 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) The filing of any law enforcement report involving the child
 - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. 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.
- I. 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.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. 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.
- L. 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.

- M. When applicable, 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 5101:2-42-65 of the Administrative Code.
- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report 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.
- O. The Provider agrees to 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.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, 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.
- Q. 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.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTM, Treatment Team Meetings, IEPs, etc.).

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 a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- 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 XIII of this Agreement.
- D. 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.
- E. 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.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. 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.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
 - 1) that it has adequate funds to meet its obligations under this Agreement;
 - 2) that 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) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

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
- 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.
 - 6) Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost.
 - b. Transportation, allowable maintenance cost.
 - c. Transportation; allowable administration cost.
 - d. Other Direct Services; allowable maintenance cost.
 - e. Behavioral health care; non-reimbursable cost.
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$30,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- 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.

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. 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 XIII.

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 ninety (90) 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 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 VI. 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.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- 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 AND CONFIDENTIALITY 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 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 the Agency's child 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 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 Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child 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 and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance 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.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- 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 will 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. The parties will 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(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 LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs 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 Howard M. Metzenbaum 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

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 Ohio Revised Code section 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 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 rule 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 sections 5101.11, 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) Rule 5101:2-47-11 of the OAC: "Reimbursement for foster care maintenance costs for child's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities".
 - 2) Rule 5101:2-47-26.1 of the OAC: "Public child services agencies (PCSA), private child placing agencies (PCPA): Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements".
 - 3) Rule 5101:2-47-26.2 of the OAC: "Cost Report Agreed Upon Procedures Engagement".
 - 4) JFS 02911 Single Cost Report Instructions.
 - 5) For Private Agencies: 2 CFR 225, Cost Principles for Non-Profit Organizations.
 - 6) For Public Agencies: 2 CFR 230, Cost Principles for State, Local and Indian Tribal Government.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

- A. 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), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
 - 3) Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

if to Agency, to

Warren County Children Services
416 S East St
Lebanon OH 45036

if to Provider , to

Safe House Ministries, Inc., dba Safe House Residential Services
3164 Eastview DR
Youngstown OH 44505

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

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.

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 conflicting 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 Ohio Revised Code provisions 102.03, 102.04 , 2921.42, 2921.43.

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

- 1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
- 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
- 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1) Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2) Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3) Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
 - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
 - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
 - c. A current valid driver's license and vehicle insurance must be maintained.
- 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 Section 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 of in accordance with 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 child served by Agency.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List 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 identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

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 a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract 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 contract, 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 or as a result of 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. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

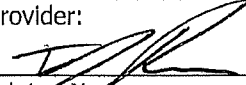

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

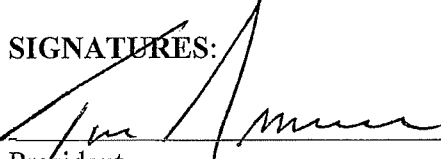
This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

SIGNATURES OF PARTIES:

Provider: 	Date 1-9-18
Printed Name J.J. Perkins, Administrator	
Safe House Ministries, Inc., dba Safe House Residential Services	
Agency: 	
Printed Name Susan M. Walsh	Date 1-12-18
Warren County Children Services	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 18-00066, dated 1/23/18.

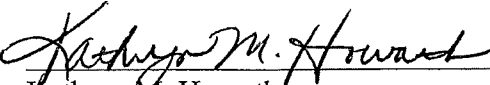
SIGNATURES:


President
Warren County Board of Commissioners

1/23/18

Date

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

ACCOUNT TYPE.. E

FUND. 273 FUNCTION. 5100 OBJECT. 447 SUB-ACCT. DATE. 1/05/18

PURCHASE ORDER#. 22324

ACTUAL DATE. 1/05/18

ACCRUAL YEAR. 2018

VENDOR..

ADDRESS.

OTHER FUND.

FUNCTION.

OBJECT..

SUB-ACCT.

TRANSACTION TYPE. PO CODE.. 0001

TRANSACTION AMOUNT 3,000,000.00 STATUS.. A

WARRANT NUMBER

WARRANT TYPE..

PROGRAM CODE. CLASSIFICATION.

MEMO. CONTRACT PLACEMENT SVCS

ENTER-REDISPLAY LIST

F3-RETURN TO PROMPT

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider Safe House Ministries, Inc., dba Safe House Residential Services		
Street/Mailing Address 3164 Eastview DR		
City Youngstown	State OH	Zip Code 44505

Contract ID : 14544411

Originally Dated :01/01/2018 to 03/31/2019

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	01/01/2018
Amendment End Date :	03/31/2019
Increased Amount:	\$0.00

Article Name:

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 01/03/2018

Provider / ID : Safe House Ministries, Inc., dba Safe House Residential Services/ 24606

Contract Period : 01/01/2018 - 03/31/2019

Cost/Amendment Period :01/01/2018 -

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Boys (20620)	104787			\$197.00	\$19.00							\$216.00	01/01/2018	03/31/2019
Girls (20621)	104807			\$197.00	\$19.00							\$216.00	01/01/2018	03/31/2019

**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 and provide specific terms to certain articles 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, WHEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC 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. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapies, and recreational activities).”

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

WHEREAS, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services
416 S. East Street
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.
2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES

The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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

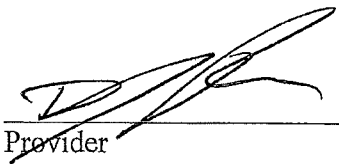
ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 10-0066, dated 1/23/10, and by the duly authorized President of Warren County [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

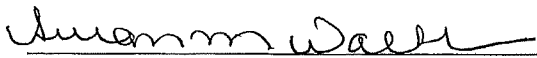


Provider

Date 1/23/10

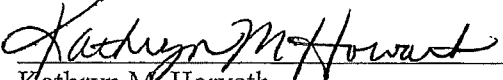
Date 1-8-18

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

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

**John R. Kasich
Governor**

This is to Certify that

**SAFE HOUSE MINISTRIES, INC., DBA SAFE HOUSE RESIDENTIAL SERVICES
3164 EASTVIEW DRIVE
YOUNGSTOWN, OHIO 44505
(AMENDMENT - STUDY# 81107)**

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

To operate a Group Home(s)

To operate a Children's Residential center(s)

This certificate is effective From October 6, 2017 To August 22, 2019

Temporary certificate expiration date _____ To _____

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



TRANSACTION RECORD INQUIRY

DISPLAY SCREEN

FAOI22-FAS29

ACCOUNT TYPE.. E

FUND. 273 FUNCTION. 5100 OBJECT. 447 SUB-ACCT.

DATE. 1/05/18

PURCHASE ORDER#. 22324

ACTUAL DATE. 1/05/18

ACCRUAL YEAR. 2018

VENDOR..

ADDRESS.

OTHER FUND.

FUNCTION.

OBJECT..

SUB-ACCT.

TRANSACTION TYPE. PO CODE.. 0001

TRANSACTION AMOUNT 3,000,000.00 STATUS.. A

WARRANT NUMBER

WARRANT TYPE..

PROGRAM CODE. CLASSIFICATION.

MEMO. CONTRACT PLACEMENT SVCS

ENTER-REDISPLAY LIST

F3-RETURN TO PROMPT

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

Resolution

Number 18-0067

Adopted Date January 23, 2018

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised
Code 5705.41(D) (1), as attached hereto and made a part hereof:

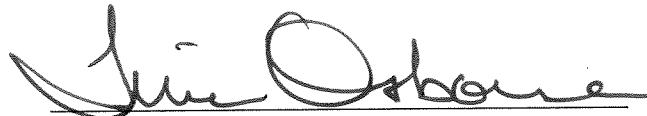
Veterans	\$ 869.86
Veterans	\$2,300.00
Veterans	\$ 516.39
Veterans	\$ 438.31
Veterans	\$ 420.99
Veterans	\$1,835.51
Veterans	\$1,415.51
Board of Elections	\$1,523.00
Veterans	\$1,750.00
Veterans	\$ 58.00

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


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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Veterans (file)
Board of Elections (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 12/26/17

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: 2017 purchase order ran out prior to relief being issued

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 869.86

VENDOR NAME Duke Energy

DESCRIPTION OF SERVICES Client utility relief

DATE OF OBLIGATION 12/20/17
10/30/17

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 135,166.30 DATE 10/30/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 420,485.62 DATE 1/10/18

FUND BALANCE NOW \$ 29,935.33

CERTIFIED BY: Matt Nolan MR 2017 DEC 27 PM 2:50

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 12/26/17

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: 2017 purchase order ran out prior to relief being issued

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 2300.00

VENDOR NAME Kyle Osborne

DESCRIPTION OF SERVICES Client Relief - Rent

DATE OF OBLIGATION 12/20/17

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 128,184.34 DATE 11-1-17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 420,485.62 DATE 1-10-18

FUND BALANCE NOW \$ 29,735.53

CERTIFIED BY: Matt Nolan

2017 DEC 27 PM 2:51

RECEIVED

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 12/18/17

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: Expense unknown prior to receiving invoice

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	210	\$ 516.39

VENDOR NAME Amazon

DESCRIPTION OF SERVICES Office Supplies

DATE OF OBLIGATION 11/7/17

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 15,006.56 DATE 11/13/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 7,423.87 DATE 12/27/17

FUND BALANCE NOW \$ 27,699,349.11

CERTIFIED BY: Matt Nolan 2017 DEC 19 AM 7:43

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1/3/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: Blanket PO closed before invoice was received

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	910	\$ 1835.51

VENDOR NAME National Pen

DESCRIPTION OF SERVICES Outreach items

DATE OF OBLIGATION 12/21/17

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 13,900.95 DATE 12/21/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 63,880.- DATE 1/10/18

FUND BALANCE NOW \$ 29,735,533.19

CERTIFIED BY: Matt Nolan MR.

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1/3/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: PO ran out at the end of the year.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 1415.51

VENDOR NAME Duke

DESCRIPTION OF SERVICES Client utility relief

DATE OF OBLIGATION 12/27/17 11/8/17

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 126,800.41 DATE 11/8/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 420,485.62 DATE 1/10/18

FUND BALANCE NOW \$ 29,735,533.19

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1/2/2018

From: Board of Elections

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: 4 months of copier lease payment- could not process on time because of vendor name change

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		1300	210	\$ 1523.00

VENDOR NAME Millennium Capital, LLC (3953)

DESCRIPTION OF SERVICES Copier Lease

DATE OF OBLIGATION 10/1/17

RECEIVED
2018 JAN - 8 AM 9:47
MATT NOLAN
WARREN COUNTY AUDITOR
WARREN COUNTY, OHIO

THEN & NOW CERTIFICATION CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 87,663.05 DATE 10/1/17
UNENCUMBERED ACCOUNT BALANCE - NOW \$ 116,749.22 DATE 1/10/18
FUND BALANCE NOW \$ 29,735,533.19

CERTIFIED BY: Matt Nolan MR

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1/8/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: Blanket PO for 2017
closed.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 1750.00

VENDOR NAME Shaker Inn

DESCRIPTION OF SERVICES Client Rent

DATE OF OBLIGATION 12/21/17

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 83,886.08 DATE 12/18/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 416,019.22 DATE 1/12/18

FUND BALANCE NOW \$ 28,360,606.14

CERTIFIED BY: Matt Nolan NR 2018 JAN 10 PM 2:52

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1/8/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: unaware of the office
expense through this vendor prior to order being placed.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	210	\$ 58.00

VENDOR NAME Digistitch

DESCRIPTION OF SERVICES Business cards

DATE OF OBLIGATION ~~12/1/17~~ 12/28/17

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 7,423.87 DATE 12/28/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 70,816.54 DATE 1/12/18

FUND BALANCE NOW \$ 28,360,606.14

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

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

Resolution

Number 18-0068

Adopted Date January 23, 2018

APPROVE VARIOUS REFUNDS


BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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


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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc:

Auditor 
Refunds file

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

Resolution

Number 18-0069

Adopted Date January 23, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #1/16/2018 001, #1/16/2018 002, #1/16/2018 003, #1/16/2018 004, #1/16/2018 005, 1/16/2018 006, #1/18/2018 001, #1/18/2018 002, #1/18/2018 003, #1/18/2018 004, #1/18/2018 005, #1/18/2018 006, #1/18/2018 007, #1/18/2018 008, #1/18/2018 009, #1/18/2018 010, #1/18/2018 011, #1/18/2018 011 and #1/18/2018 013; said batches are attached hereto and made a part hereof.

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

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


Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

Resolution

Number 18-0070

Adopted Date January 23, 2018

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE WITH M/I HOMES OF CINCINNATI, LLC FOR THE ESTATES OF HAWTHORNE MANOR, SECTION 5C SITUATED IN HAMILTON TOWNSHIP

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

RELEASE

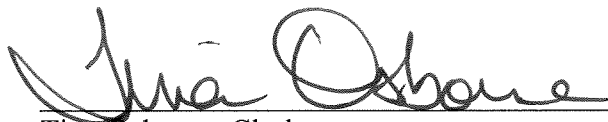
Bond Number	:	16-006 (W/S)
Development	:	Estates of Hawthorne Manor, Section 5C
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$7,851.10
Surety Company	:	Berkley Insurance Company (0198648)

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249
Berkley Insurance, 475 Steamboat Rd, Greenwich, CT 06830
Water/Sewer (file)
Bond Agreement file

Resolution

Number 18-0071

Adopted Date January 23, 2018

APPROVE VARIOUS RECORD PLATS

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


- Innovation Way and Socialville-Foster Road Dedication and Extraterritorial Easements (East of Duke Blvd.) – Deerfield Township
- Clearcreek Estates Two (Replat of Lot 6 of Clearcreek Estates) – Clearcreek Township

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 18-0072

Adopted Date January 23, 2018

APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

WHEREAS, various Departments have cancelled purchase orders that were encumbered and carried over from previous years; and

WHEREAS, the Auditor's Office has advised this Board that any time prior year purchase orders are cancelled an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within various Department Funds:

\$ 4,000.00	from	#101-2200-910	(Sheriff – Other Expense)
\$28,948.23	from	#101-2210-400	(Sheriff – Purchased Services)
\$ 1,018.56	from	#101-2810-361	(Telecom – Telephone Equipment)
\$17,584.41	from	#205-6710-400	(BDD – Purchased Services)
\$ 1,556.33	from	#205-6710-430	(BDD – Utilities)
\$15,505.00	from	#205-6710-850	(BDD – Training, Education)
\$ 3,800.00	from	#205-6710-910	(BDD – Other Expense)
\$18,872.00	from	#289-1226-400	(Common Pleas Court – Purchased Services)

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor Op
Appropriation Decrease file
Sheriff's Office (file)
Telecom (file)
Developmental Disabilities (file)
Common Pleas (file)
OMB

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

Resolution

Number 18-0073

Adopted Date January 23, 2018

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #101-1112 INTO EMERGENCY SERVICES FUND #264 AND #290

BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #101 into Emergency Services Fund #264 and #290:

\$34,030.00 from #101-1112-795-9000 (Commissioners – Transfer – EMA)
into #264-2008-9000-450 (County Government)

\$27,119.00 from #101-1112-786-9000 (Commissioners – Transfer – Hazmat)
into #290-9000-450 (Hazmat Fund - County Government)

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor J
Operational Transfer file
Emergency Services (file)
OMB

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

Resolution

Number 18-0074

Adopted Date January 23, 2018

APPROVE SUPPLEMENTAL APPROPRIATION TO COUNTY COURT FUND 253

BE IT RESOLVED, to approve the following supplemental appropriation:


\$ 302.39 into 253-1280-210 (Office Supplies)


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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
County Court (file)
OMB

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

Resolution

Number 18-0075

Adopted Date January 23, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE COURT CLERK
COMPUTER FUND #277

BE IT RESOLVED, to approve the following supplemental appropriation:

\$30,400.00 from 277
 into 277-1410-320 (Capital Purchases \$10,000 & over)

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 18-0076

Adopted Date January 23, 2018

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO AIRPORT CONSTRUCTION
PROJECT FUND #479

BE IT RESOLVED, to approve the following supplemental appropriations:


\$ 10,000	into	#479-3850-317	(Airport Rehab & Maintenance)
\$100,000	into	#479-3850-320	(Capital Improvements)

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 48
Supplemental Appropriation file
Airport (file)
OMB

Resolution

Number 18-0077

Adopted Date January 23, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO MIAMI VALLEY GAMING TIF
FUND #485

BE IT RESOLVED, to approve the following supplemental appropriation:

\$22,871.25 into #485-2000-3120-400 (Miami Valley TIF Purchased Services)

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 97
Supplemental Appropriation file
Economic Development (file)
OMB

Resolution

Number 18-0078

Adopted Date January 23, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL CONSTRUCTION AND REHAB FUND #497

BE IT RESOLVED, to approve the following supplemental appropriation:


\$ 10,000.00 into #497-3712-400 (Purchased Services)

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 91
Supplemental Appropriation file
Sheriff (file)
OMB

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

Resolution

Number 18-0079

Adopted Date January 23, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO WORKERS COMP SELF
INSURANCE FUND #636

BE IT RESOLVED, to approve the following supplemental appropriation:


\$19,585.91 into #636-0110-932 (Commissioners – Medical/Rx Claims)

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor Y
Supplemental Appropriation file
OMB (file)

Resolution

Number 18-0080

Adopted Date January 23, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO PROPERTY AND CASUALTY
INSURANCE FUND #637

BE IT RESOLVED, to approve the following supplemental appropriation:

\$50,000.00 into #637-1113-910 (Commissioners Insurance – Other Expense)


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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Supplemental Appropriation file
OMB (file)

Resolution

Number 18-0081

Adopted Date January 23, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #101-1110 INTO DETENTION - SHERIFF'S FUND #101-2210

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #101-1110 into Detention - Sheriff's Fund #101-2210 in order to process a sick and vacation leave payout for Sonia McDaniel former employee of the Detention - Sheriff's Office:

\$ 272.87 from #101-1110-881 (Commissioner – Sick Leave Payout)
 into #101-2210-881 (Detention, Sheriff – Sick Leave Payout)

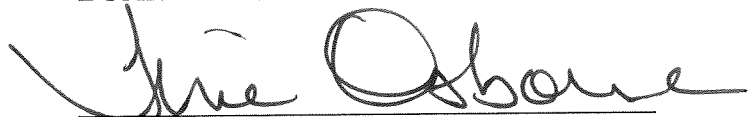
\$ 350.72 from #101-1110-882 (Commissioner - Vacation Leave Payout)
 into #101-2210-882 (Detention, Sheriff – Vacation Leave Payout)

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor g
Appropriation Adjustment file
Sheriff (file)
OMB

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

Resolution

Number 18-0082

Adopted Date January 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURT OF
COMMON PLEAS GENERAL FUND #101-1260

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 1,000.00 from #101-1260-820 (Health Insurance)
into #101-1260-910 (Other Expense)

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor JA
Appropriation Adj. file
Clerk of Courts (file)
OMB

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

Resolution

Number 18-0083

Adopted Date January 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN FRANKLIN MUNICIPAL FUND
#101-1271

BE IT RESOLVED, to approve the following appropriation adjustment:

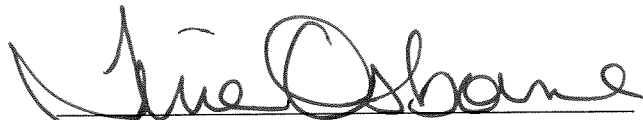
\$ 500.00 from #101-1271-415 (Franklin Municipal – Attorneys, Indigent)
 into #101-1271-400 (Franklin Municipal – Purchased Services)

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 91
Appropriation Adjustment file
Franklin Municipal Court (file)
OMB

Resolution

Number 18-0084

Adopted Date January 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES /
COMMUNICATIONS CENTER FUND #101-2850

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00	from #101-2850-210	(Office Supplies General)
	into #101-2850-317	(Capital Purchases Under 10,000.)

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor AM
Appropriation Adjustment file
Emergency Services (file)
OMB

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

Resolution

Number 18-0085

Adopted Date January 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN RECORDER'S FUND #216

BE IT RESOLVED, to approve the following appropriation adjustment:

\$110,000.00 from #216-1160-320 (Capital Purchases \$10,000 & over)
into #216-1160-210 (Office Supplies)

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor g
Appropriation Adjustment file
Recorder (file)
OMB

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

Resolution

Number 18-0086

Adopted Date January 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
PROBATION SUPERVISION ORC 2951.021 FUND #227

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 6,000.00 from #227-1220-400 (Purchased Services)
 into #227-1220-910 (Other Expense)


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

M
M
M

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Common Pleas Court (file)
OMB

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

Resolution

Number 18-0087

Adopted Date January 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN OHIOMEANSJOBS WARREN COUNTY FUND #258

WHEREAS, an appropriation adjustment is necessary for payment of Other Expenses; and

NOW THEREFORE BE IT RESOLVED, to approve an appropriation adjustment within the OhioMeansJobs Warren County Fund # 258.

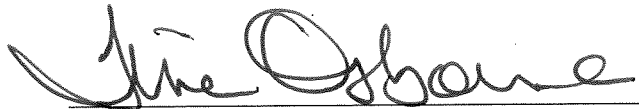
\$ 15,000 from #258-5800-910 (Other, Expenses)
 into #258-5800-663 (Classroom Training, Needed for PO Increases)

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh/

cc: Auditor 91
Appropriation Adjustment File
OhioMeansJobs (file)
OMB

Resolution

Number 18-0088

Adopted Date January 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #265

BE IT RESOLVED, in order process purchase order for agreement with Regional Planning Commission for the purpose of preparing the County's Consolidated Plan, it is necessary to approve the following appropriation adjustment:

\$32,000.00 from #265-3420-317 (Capital purchases)
into #265-3410-400 (Purchased Services)

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

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


Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor 
Appropriation Adj. file
OGA (file)
OMB

Resolution

Number 18-0089

Adopted Date January 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS FUND #289

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 8,500.00 from #289-1226-400 (Purchased Services)
into #289-1226-820 (Health Insurance)

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


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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental Adjustment file
Common Pleas (file)
OMB

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

Resolution

Number 18-0090

Adopted Date January 23, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BUILDING AND ZONING FUND #101-2300 AND CHILD SUPPORT ENFORCEMENT AGENCY FUND #263

BE IT RESOLVED, to approve the following appropriation adjustments:

BUILDING AND ZONING FUND #101-2300

\$1,094.13 from #101-2300-910 (Other Expense)
into #101-2300-317 (Capital Purchases under \$10,000)

\$ 916.00 from #101-2300-910 (Other Expense)
into #101-2300-317 (Capital Purchases under \$10,000)

CHILD SUPPORT ENFORCEMENT AGENCY FUND #263

\$8,000.00 from #263-5500-991 (Reimbursement)
into #263-5500-882 (Accum. Vacation Payout)

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


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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Building/Zoning (file)
CSEA (file)
OMB

Resolution

Number 18-0091

Adopted Date January 23, 2018

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #01/23/2018 001, #01/23/2018 002, #01/23/2018 003, #01/23/2018 004, #01/23/2018 005, #01/23/2018 006, #01/23/2018 007, #01/23/2018 008, #01/23/2018 009, and #01/23/2018 010; said batches attached hereto and made a part hereof.

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


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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 

Resolution

Number 18-0092

Adopted Date January 23, 2018

DECLARING A PORTION OF WESTERN ROW ROAD (TOWNSHIP ROAD NO. 54) IN DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO TO BE VACATED

WHEREAS, on December 20, 2017, this Board received Deerfield Township Board of Trustees' Resolution No. 2017-70, dated November 21, 2017, petitioning to vacate a portion of Western Row Road (Township Road No. 54), due to the relocation of a part of Western Row Road as part of the Columbia Road Relocation Project (WAR-CR 15-3.49), along with descriptions of the general route and termini of the portions of Western Row proposed to be vacated, and a chart of landowners (and their tax mailing address) abutting the portion of Western Row Road proposed to be vacated; and,

WHEREAS, pursuant to Resolution No. 17-2067, adopted December 28, 2017, this Board set the public hearing to consider the requested vacation on January 23, 2018, at 9:00 AM; and, on December 28, 2017, the Clerk of this Board mailed notice of the date, time and place of the public hearing to consider the Deerfield Township Resolution requesting vacation of a portion of Western Row Road, by regular mail, to the landowners abutting the portion of the Western Row Road proposed to be vacated, at the address of the abutting landowners as appears on the county auditor's current tax list or county treasurer's mailing list, said mailing being more than 20 days before the public hearing; and,

WHEREAS, during the public hearing the Board considered the factors in section 5553.045 of the Ohio Revised Code, including the request of the Deerfield Township Board of Trustees, the descriptions of the general route and termini of the portion of Western Row Road proposed to be vacated, the report of the County Engineer, and after hearing all persons desiring to testify for or against the granting of said vacation during the public hearing, the Board finds: (i) the portion of Western Row Road sought to be vacated is owned in fee; (ii) the portion of Western Row Road sought to be vacated is no longer needed for public convenience or welfare; and, (iii) that the request for vacation of the portion of Western Row Road is well taken.

NOW THEREFORE BE IT RESOLVED, to declare the following described portion of Western Row Road (Township Road No. 54) to be vacated, and that the following described vacated portion of Western Row Road is hereby conveyed to the following landowners, subject to terms and conditions hereinafter:

Owner(s)	Tax Mailing Address	Survey Plat Reference	Existing Parcel ID #, Description, & Deed Ref.	Vacated acreage conveyed to Owner(s)
Sandra L. Green	2988 Western Row Rd, Maineville, OH 45039	Vol. 147, Plat No. 19, filed 12/21/2017 Warren County Engineer's Record of Land Surveys	Parcel ID # 16-16-102-013, 7.552 acres, O.R. Vol. 4553, PG. 779	0.1376 acres, more or less, the metes and bounds description of which is attached hereto and made a part hereof

Andrew V. Green	2946 Western Row Rd, Maineville, OH 45039	Vol. 147, Plat No. 19, filed 12/21/2017 Warren County Engineer's Record of Land Surveys	Parcel ID # 16-16-102-012, Lot 2, Green Family Sub. (PB. 84, PG 73), O.R. Vol. 5208, PG. 13	0.0715 acres, more or less, the metes and bounds description of which is attached hereto and made a part hereof
Sandra L. Green	2988 Western Row Rd, Maineville, OH 45039	Vol. 147, Plat No. 19, filed 12/21/2017 Warren County Engineer's Record of Land Surveys	Parcel ID # 16-16-102-011, Lot 1, Green Family Sub. (PB. 84, PG 73), O.R. Vol. 5208, PG. 15	0.0530 acres, more or less, the metes and bounds description of which is attached hereto and made a part hereof

BE IT FURTHER RESOLVED, that the following described part of the public right of way of Western Row Road (Township Road No. 54) vacated hereby shall continue to be subject to all of the following:

- (1) a permanent easement as provided in Section 5553.043 [5553.04.30] of the Revised Code, whether owned privately or by any governmental authority, in, on, over, or under the right-of-way vacated herein, for such services provided for therein and for the service facilities as defined in Section 5553.042 [5553.04.2] of the Revised Code, of a public utility or electric cooperative as defined in Section 4928.01 of the Revised Code;
- (2) the right of ingress or egress to service or maintain those service facilities;
- (3) the right to trim or remove any trees, shrubs, brush, or other obstacles growing in or encroaching onto the permanent easement that may affect the operation, use or access to those service facilities.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be entered upon the Board's journal, and be certified to: the Deerfield Township Board of Trustees; to the County Recorder for recording; and, to the County Engineer to file and adjust his road records accordingly.


BE IT FURTHER RESOLVED, that this Resolution is an administrative act of the Board memorializing a final order, judgment or decision of this Board relating to a road improvement, and pursuant to sections 307.56 and 5553.30 of the Ohio Revised Code, is subject to an administrative appeal in accordance with section 5563.01, et seq. of the Ohio Revised Code.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer Office (Dave Mick)
Deerfield Township (Wess Kroll)
Prosecutor Office (Bruce McGary)
Vacation file

Resolution

Number 18-0093

Adopted Date January 23, 2018

WAIVE SEWER CONNECTION FEES FOR THE VILLAGE OF WAYNESVILLE UTILITIES MAINTENANCE BUILDING

WHEREAS, the Village of Waynesville is constructing a Utilities Maintenance Building located on their Government Service Campus at 1400 Lytle Road. The building will be equipped with plumbing and facilities that discharge to a lateral connected to the 8-inch sanitary sewer that crosses the property; and

WHEREAS, the Village of Waynesville will install a 5/8-inch water meter to serve the building and to quantify the sewer user fees and charges to be paid to the County; and

WHEREAS, the Village Manager has submitted a written request, which is included with this resolution, for waiver of sewer connection fees; and

WHEREAS, it is the desire of this Board to waive the sewer connection and sewer inspection fees for the planned improvements; and

NOW THEREFORE BE IT RESOLVED:

1. That the following sewer connection fees and charges for the Village of Waynesville are hereby waived:

Sewer Connection Fee	\$4,800
Sewer Inspection Fee	\$80


2. That the Village of Waynesville shall be responsible for all costs associated with the construction of the sewer service from the County's existing sanitary sewer to the proposed facilities.
3. That all work must be inspected by a representative of the Warren County Water and Sewer Department.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
Village of Waynesville

VILLAGE OF
Waynesville

1400 Lytle Road • Waynesville, Oh 45068 • Phone 513-897-8013 • Fax 513-897-2015

www.waynesville-ohio.org

January 2, 2018

Chris G. Brausch, P.E., BCEE
Warren County Water and Sewer Department
P.O. Box 530
406 Justice Drive
Lebanon, Ohio 45036

Re: Sewer Tap Fee Waiver Request

Dear Mr. Brausch,

The Village of Waynesville Council requests of the Warren County Commissioners to waive the sewer tap fee(s) for our Utilities Maintenance Shop. The new building is being built in the back section of our 1400 Lytle Road Government Services Campus. The sewer tap was installed on the sewer main when the Village permitted the sewer main to be constructed across our property.

The Village of Waynesville will install a water meter in the new building for the monthly sewer charges to be billed from. We will be greatly appreciative of this kind act as a mutual aid endeavor.

Sincerely,



Chief Gary Copeland
Village of Waynesville
Village Manager

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

Resolution

Number 18-0094

Adopted Date January 23, 2018

**APPROVE BOARD APPOINTMENT AND REAPPOINTMENT TO THE MENTAL
HEALTH RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES**

BE IT RESOLVED, due to the vacancy left by Eric Reiners, to appoint Sarah Kirby, 7920 Weavers Lane, Maineville, Ohio to the Mental Health Recovery Services of Warren and Clinton Counties Board to fill the unexpired term which expires on June 30, 2018 and upon expiration of the current term to reappoint her for an additional four year term; said term to expire June 30, 2022.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: Mental Health Recovery Services (file)
Appointee
Appointments file
Laura Lander

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

Resolution

Number 18-0095

Adopted Date January 23, 2018

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
JANUARY 25, 2018


BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
January 25, 2018.

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

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

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: Auditor g
All Departments
Commissioners file
Press

Resolution

Number 18-0096

Adopted Date January 23, 2018

SELECTION OF AN ENGINEERING FIRM FOR THE DESIGN OF WATER TREATMENT PLANT UPGRADES AND SOFTENING FACILITIES

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need for improvements to the County's water treatment facilities to provide additional capacity, improved water quality, and an increased level of service in the form of softened water to its customers, directed the Warren County Water and Sewer Department on September 5, 2017, through Resolution 17-1391, to issue a Request for Qualifications for professional design services for the aforesaid improvements, pursuant to Sections 153.65 through 153.71 of the Ohio Revised Code; and

WHEREAS, in response to the Request for Qualifications, the Board received five statements of qualifications, which were reviewed and evaluated by a technical review committee established by the Commissioners with the results of the technical review committee provided to the Board during a public work session; and

WHEREAS, on January 9, 2018 this Board interviewed the three engineering firms ranked most qualified by the technical review committee; and

WHEREAS, on January 23, 2018 this Board during a publically held work session discussed and evaluated the firms using the published required qualifications criteria, and ranked the firms in order of whom the Board considered to be most qualified to provide the required professional design services, a copy of the rankings is attached to this resolution; and

NOW THEREFORE BE IT RESOLVED, to direct the Water and Sewer Department to initiate contract negotiations with AECOM, the firm ranked most qualified by the Board, for the respective engineering services pursuant to Section 153.69(B) of the revised code. Further, that the Water and Sewer Department shall report to this Board the success of a negotiation and seek authorization to enter the contract, or otherwise shall report the failure to negotiate a contract to this Board.

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 23rd day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File
OMB Bid file

Collective
Ranking
11/23/18

WATER TREATMENT PLANT MEMBRANE SOFTENING
FIRM EVALUATION

CRITERIA	<u>FTC&H w/ Black & Veatch</u>				<u>AECOM w/ Arcadis</u>				<u>B&N w/ Reiss Engineering</u>						
	RATING*	WEIGHT	SCORE		RATING*	WEIGHT	SCORE		RATING*	WEIGHT	SCORE				
1. Firm & Individual Qualifications															
Firm's background & experience on similar projects	3	X	4	=	12	5	X	4	=	20	3	X	4	=	12
2. Proximity to Project Site	4	X	1	=	4	5	X	1	=	5	4	X	1	=	4
3. Capacity to Perform Work															
Firm's equipment & facilities	4	X	2	=	8	5	X	2	=	10	4	X	2	=	8
4. Approach to Project															
Organization of approach	3	X	4	=	12	4	X	4	=	16	5	X	4	=	20
Schedules & deadlines	5	X	2	=	10	5	X	2	=	10	5	X	2	=	10
5. Past Performance with Warren County	3	X	2	=	6	4	X	2	=	8	5	X	2	=	10
6. Familiarity with Project	4	X	4	=	16	5	X	4	=	20	4	X	4	=	16
7. Errors & Omissions Insurance Experience	5	X	1	=	5	5	X	1	=	5	5	X	1	=	5
	TOTAL RATING=				73	TOTAL RATING=				94	TOTAL RATING=				85

* Rating for all but #5 are as follows:

1 = Poor 2 = Fair 3 = Average 4 = Good 5 = Excellent

Rating for #5:

1 = Poor 4 = None/Improving 5 = Good