

# Resolution

Number 20-0443

Adopted Date March 17, 2020

AUTHORIZE THE POSTING OF THE "CHIEF BUILDING OFFICIAL" 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 "Chief Building Official" position within the Building and Zoning Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting and advertising of the position of "Chief Building Official" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning March 16, 2020.

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 20-0444

Adopted Date March 17, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO AN ON-THE-JOB-TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into an On-the-Job-Training Agreement with the following companies, as attached hereto and made part hereof:

JBM Envelope  
2850 Henkle Drive  
Lebanon, OH 45036

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs  
OhioMeansJobs (file)



### KEY PAYMENT DEFINITIONS

**Training Completion:** Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

**Trainee Regular Wages:** These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

### APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

#### AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
  - A.) Termination for cause:  
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
  - B.) Termination for convenience:  
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

#### MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.



# Resolution

Number 20-0445

Adopted Date March 17, 2020

APPROVE AGREEMENT AND ADDENDUM WITH THE MARSH FOUNDATION 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 The Marsh Foundation, on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— The Marsh Foundation  
Children Services (file)

## Ohio Department of Job and Family Services

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

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

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

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

and The Marsh Foundation , hereinafter "Provider," whose address is:

The Marsh Foundation  
1229 Lincoln HWY Po Box 150  
Van Wert, OH 45891

Collectively the "Parties."

RECEIVED  
FEB 24 2020  
W.C.C.S.

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## **RECITALS**

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

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

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

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

### **Article I. SCOPE OF PLACEMENT SERVICES**

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

#### **Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED**

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

#### **Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED**

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

#### **Section 1.03 EXHIBITS**

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

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

### **Article II. TERM OF AGREEMENT**

This Agreement is in effect from **04/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

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

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse\Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs(ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse/Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion/Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse;
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse\Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

**Article VII. INVOICING FOR PLACEMENT SERVICES**

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

**Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

## **Article XII. INDEPENDENT CONTRACTOR**

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

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

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

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

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

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. AMENDMENTS**

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

#### **Article XVI. NOTICE**

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

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

if to Provider , to  
The Marsh Foundation  
1229 Lincoln HWY Po Box 150  
Van Wert, OH 45891

#### **Article XVII. CONSTRUCTION**

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

#### **Article XVIII. NO ASSURANCES**

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

#### **Article XIX. CONFLICT OF INTEREST**

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

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

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

## **Article XX. INSURANCE**

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement



including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## Article XXII. SCREENING AND SELECTION

### A. Criminal Record Check

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

### B. Transportation of Child

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

### C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

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

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

**Article XXIV. FINDING FOR RECORDS**

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

**Article XXV. PUBLIC RECORDS**

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

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

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

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted. A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

APPROVED AS TO FORM

  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

**Article XXIX. PROPERTY OF AGENCY**

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

**Article XXX. SEVERABILITY**

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

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**



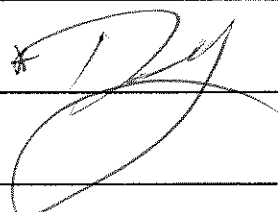
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the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

**Article XXXII. APPLICABLE LAW AND VENUE**

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

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

**SIGNATURES OF PARTIES:**

Provider:		2/21/2020
Printed Name		Date
<b>The Marsh Foundation</b>		
Agency:	 * 	3/17/2020
Printed Name		Date
<b>Warren County Children Services</b>		
		3/10/2020

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

<b>Provider</b> The Marsh Foundation		
<b>Street/Mailing Address</b> 1229 Lincoln HWY Po Box 150		
<b>City</b> Van Wert	<b>State</b> OH	<b>Zip Code</b> 45891

Contract ID : 19180225

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

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 03/02/2020  
 Provider / ID : The Marsh Foundation / 24386  
 Contract Period : 04/01/2020 - 05/31/2021

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Clymer Hall(20244)	107811			\$196.00	\$4.00							\$200.00	04/01/2020	05/31/2021
Foster Care (30132)- Excpt Need	107814			\$48.00	\$42.00							\$90.00	04/01/2020	05/31/2021
Foster Care (30132)- FFH	391628			\$30.00	\$30.00							\$60.00	04/01/2020	05/31/2021
Foster Care (30132)- Spec Need	391627			\$40.00	\$35.00							\$75.00	04/01/2020	05/31/2021
Marsh Hall(20245)	107812			\$196.00	\$4.00							\$200.00	04/01/2020	05/31/2021
Vance Hall(20247)	107813			\$196.00	\$4.00							\$200.00	04/01/2020	05/31/2021

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**


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

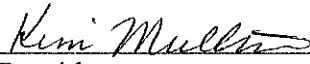
The language that states “thirty (30) calendar days” shall be replaced with “twenty-four (24) hours, not to exceed thirty (30) calendar days.”

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

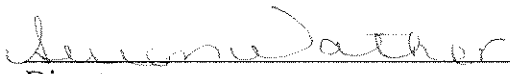
**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-0445, dated 3/17/2020, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

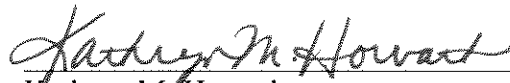
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
Date 3/17/2020

  
\_\_\_\_\_  
Provider  
Date 2/21/2020

Reviewed by:

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

Approved as to Form:

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



AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF VAN WERT

I, Kim Mullins, holding the title and position of Exec. Dir. of CFS at the firm The Marsh Fawcett, CM, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

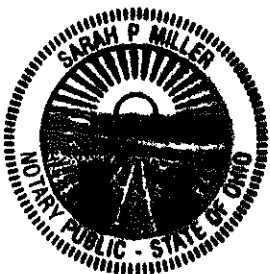
Kim Mullins  
AFFIANT

Subscribed and sworn to before me this 27<sup>th</sup> day of February 20 20

Sarah P. Miller  
(Notary Public),

Van Wert County.

My commission expires May 10 20 23



**Sarah P Miller**  
**Notary Public**  
**In and For the State of Ohio**  
**Recorded in Van Wert County**  
**My Commission Expires**  
**10 May 2023**



Department of  
Job and Family Services

**Mike DeWine**, Governor  
**Kimberly Hall**, Director

September 5, 2019

Gary Corcoran, Board Trustee Chair  
The Marsh Foundation  
430 South Avenue  
Van Wert, Ohio 45891

**RE: Issuance of an Amended Two-Year Certificate to Perform Specific Functions to: The Marsh Foundation, 1229 Lincoln Hwy, Van Wert, Ohio, 45891 (Amendment-Study ID# 83207)**

Mr. Corcoran:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing an amended two-year certificate to the above-named agency to perform the functions identified below in accordance with all applicable Chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the amended certificate that is in effect from July 1, 2019 through April 25, 2020. The original certificate has been sent to the agency's administrator.

The following functions are hereby under full certification:

1. To operate a group home, with a capacity of 10 female children from 7 to 17 years of age, and if mentally or physically handicapped under 21 years of age, known as:

Clymer Hall  
1229 Lincoln Highway  
Van Wert, OH 45891

To operate a group home, with a capacity of 10 male children from 7 to 17 years of age, and if mentally or physically handicapped under 21 years of age, known as:

Marsh Hall  
1229 Lincoln Highway  
Van Wert, OH 45891

To operate a group home, with a capacity of 10 male children from 7 to 17 years of age, and if mentally or physically handicapped under 21 years of age, known as:

Vance Hall  
1229 Lincoln Highway  
Van Wert, OH 45891

2. To act as a representative of ODJFS in recommending Family Foster Homes for certification.
3. To act as a representative of ODJFS in recommending Treatment Foster Homes for certification.

30 East Broad Street  
Columbus, OH 43216  
jfs.ohio.gov

This institution is an equal opportunity provider and employer

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

**Mike DeWine  
Governor**

**This is to Certify that**

**THE MARSH FOUNDATION  
1229 LINCOLN HWY  
VAN WERT, OHIO 45891  
(AMENDMENT-STUDY #83207)**

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 participate in the placement of children in Foster homes**

**To participate in the placement of children for Adoption**

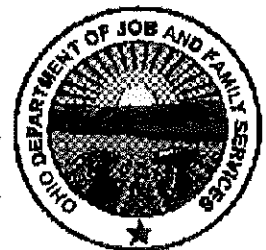
**To act as a representative of ODJFS in recommending Family Foster homes for certification**

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

This certificate is effective From July 1, 2019 To April 25, 2020

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)

07/29/2019

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

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

<b>PRODUCER</b> Purmort Brothers Insurance Agency 101 West Crawford Street  Van Wert OH 45891	<b>CONTACT NAME:</b> Purmort Brothers Insura <b>PHONE (A/C, No, Ext):</b> (419) 238-6214 <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b> (419) 238-3311													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Alliance of Nonprofits For Ins RRG</td> <td>10023</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Alliance of Nonprofits For Ins RRG	10023	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> The Marsh Foundation  P. O. BOX 150  VAN WERT OH 45891	(419) 238-1695													

**COVERAGES**      **CERTIFICATE NUMBER:** Cert ID 369      **REVISION NUMBER:**

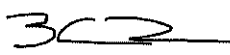
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	60865	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	60865	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	60865	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		60865 Employers Liability	08/01/2019	08/01/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liability</b>	Y	Y	60865	08/01/2019	08/01/2020	Ea Occurrence \$ 1,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is an Additional Insured for Commercial General Liability, Auto Liability, Professional Liability and Umbrella Liability. Waiver of Subrogation is included on all policies. Abuse & Molestation is excluded from the Umbrella Liability. Sexual Abuse & Molestation coverage \$1,000,000 each occurrence/\$3,000,000 aggregate.

Kim Mullins and Annette Herrmann are both covered under the Marsh Foundation Insurance Policy as Employees of The Marsh Foundation.

**CERTIFICATE HOLDER****CANCELLATION**

To Whom It May Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# Resolution

Number 20-0446

Adopted Date March 17, 2020

APPROVE AGREEMENT AND ADDENDUM WITH RITE OF PASSAGE 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 Rite of Passage, on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Rite of Passage  
Children Services (file)

## Ohio Department of Job and Family Services

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

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

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

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

and Rite of Passage, hereinafter "Provider," whose address is:

Rite of Passage  
246 Bonham RD  
Cincinnati, OH 45215

Collectively the "Parties."

## **RECITALS**

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

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

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

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

### **Article I. SCOPE OF PLACEMENT SERVICES**

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

#### **Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED**

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

#### **Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED**

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

#### **Section 1.03 EXHIBITS**

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

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

### **Article II. TERM OF AGREEMENT**

This Agreement is in effect from **04/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

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

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

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

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

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs(ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13. OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse/Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion/Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse;
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17. OAC 5122-30-22. OAC 5122-30-04. OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been



- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

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

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

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

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

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

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

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

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

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

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. AMENDMENTS**

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

#### **Article XVI. NOTICE**

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

if to Agency, to	Warren County Children Services 416 S East St Lebanon, OH 45036
if to Provider, to	Rite of Passage 246 Bonham RD Cincinnati, OH 45215

#### **Article XVII. CONSTRUCTION**

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

#### **Article XVIII. NO ASSURANCES**

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

#### **Article XIX. CONFLICT OF INTEREST**

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

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

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

F. The Provider further agrees with the following provisions:

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

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement

D. Verification of Job or Volunteer Application:

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

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

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

**Article XXIV. FINDING FOR RECORDS**

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

**Article XXV. PUBLIC RECORDS**

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

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

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

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

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

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

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

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

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

and

hereinafter "Provider," whose address is:

<b>Provider</b> Rite of Passage		
<b>Street/Mailing Address</b> 246 Bonham RD		
<b>City</b> Cincinnati	<b>State</b> OH	<b>Zip Code</b> 45215

Contract ID : 19180222

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

Title IV-E Schedule A Rate information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 02/21/2020  
 Provider / ID : Rite of Passage/ 8890228  
 Contract Period : 04/01/2020 - 05/31/2021

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Hillcrest Academy (20779)	3469868			\$202.00	\$19.00							\$221.00	04/01/2020	05/31/2021



IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-0446, dated 3/17/2020, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

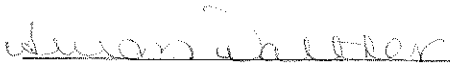
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

  
\_\_\_\_\_  
Provider


Date \_\_\_\_\_

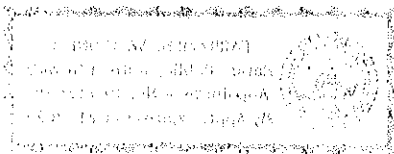
Date 2/20/2020

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**

**RITE OF PASSAGE, INC.  
246 BONHAM ROAD  
CINCINNATI, OHIO 45215  
(RECERTIFICATION- STUDY# 81564)**

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.

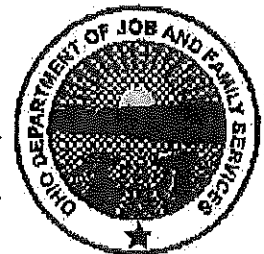
**To operate a Children's Residential Center(s)**

**To operate or provide Independent Living arrangements**

This certificate is effective From April 6, 2018 To April 5, 2020

Temporary certificate expiration date To \_\_\_\_\_

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





COMMERCIAL GENERAL LIABILITY INSURANCE – Policy #HS20192124-01

Policy form CMM 004 (01-14)

BLANKET ADDITIONAL INSURED

Policy Form CMM 001 (06-15)

The following is added to SECTION II - WHO IS AN INSURED:

Blanket Additional Protected Persons. Other individuals or organizations when required to be covered by written contract, agreement, or permit, provided the written contract, agreement or permit is executed prior to the Claim being made. Coverage is provided for such individuals or organizations only for the work an Insured performs in the course of the Insured's operations. They will share in the applicable limit of liability for any covered Claim. Loss paid on their behalf will reduce and may exhaust any applicable limit of liability under this Policy. In no circumstances will this Policy provide coverage for any such individuals' or organizations' own negligence, work or conduct.

BLANKET WAIVER OF SUBROGATION

Policy Form CMM 019 (12-15)

In consideration of the \_\_\_\_\_, it is understood and agreed that the following is added to Section VII Item 9 - Subrogation and supersedes any provision to the contrary:

We waive any right of recovery We may have against an Additional Insured because of payments We make for an injury or damage arising out of the Insured's ongoing operations or Work done under a contract or agreement with the Additional Insured under this policy provide that:

1. The Additional Insured is the Named Insured under such other policy; and

2. The Insured has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. This would only be applicable to the insuring agreements requested in said contract.

COMMERCIAL GENERAL LIABILITY INSURANCE

Policy form CMM 004 (01-14)

BLANKET PRIMARY & NON-CONTRIBUTORY

Policy Form CMM 015 (12-15)

In consideration of the \_\_\_\_\_, it is understood and agreed that the following is added to Section VII Item 6 - Other insurance and supersedes any provision to the contrary:

This policy will be primary and not seek contribution from any other insurance available to an Additional Insured under this policy provided that:

1. The Additional Insured is the Named Insured under such other policy; and

The Insured has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. This would only be applicable to the insuring agreements requested in said contract.

COMMERCIAL AUTOMOBILE INSURANCE – Policy #PHPK2005847

Policy form CA 00 01 (03/06)

BLANKET WAIVER OF SUBROGATION

Policy form PI-CA-001 (05-10)

Section IV - Business Auto Conditions, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract."

BLANKET ADDITIONAL INSURED

Policy Form PI-CA-003 (04-14)

COMMERCIAL UMBRELLA LIABILITY – Policy #HS20192125-01

Policy Form

BLANKET ADDITIONAL INSURED - FOLLOW FORM OF UNDERLYING

III. WHO IS AN INSURED

1. Coverage A - Follow Form Excess Liability Who Is An Insured:

The following persons or organizations qualify as an insured:

- a. The named insured stated in Item 1 of the Declarations; and
- b. Any other person or organization qualifying as an insured under the "underlying insurance" but not beyond the extent of any limitation imposed under any contract or agreement.

# Resolution

Number 20-0447

Adopted Date March 17, 2020

APPROVE AGREEMENT AND ADDENDUM WITH DEPARTMENT OF MENTAL HEALTH-SEQUEL POMEGRANATE HEALTH SYSTEMS, LLC 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 Department of Mental Health-Sequel Pomegranate Health Systems, LLC, Inc., on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Sequel Pomegranate Health Systems, LLC  
Children Services (file)

## Ohio Department of Job and Family Services

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

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

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

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

and Department of Mental Health-Sequel Pomegranate Health Systems, LLC, hereinafter "Provider," whose address is:

Department of Mental Health-Sequel Pomegranate Health Systems, LLC  
765 Pierce DR  
Columbus, OH 43223

Collectively the "Parties."

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## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs(ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse/Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion/Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse;
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01 the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

**Article VII. INVOICING FOR PLACEMENT SERVICES**

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

**Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

## **Article XII. INDEPENDENT CONTRACTOR**

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

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

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

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

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

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. AMENDMENTS**

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

#### **Article XVI. NOTICE**

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

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

if to Provider, to        Department of Mental Health-Sequel Pomegranate Health Systems, LLC  
                                  765 Pierce DR  
                                  Columbus, OH 43223

#### **Article XVII. CONSTRUCTION**

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

#### **Article XVIII. NO ASSURANCES**

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

#### **Article XIX. CONFLICT OF INTEREST**

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

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

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

## **Article XX. INSURANCE**

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

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

### **B. Transportation of Child**

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

### **C. Rehabilitation**

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

D. Verification of Job or Volunteer Application:

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

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

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

**Article XXIV. FINDING FOR RECORDS**

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

**Article XXV. PUBLIC RECORDS**

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

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

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

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted. A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

**APPROVED AS TO FORM**

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

**Article XXIX. PROPERTY OF AGENCY**

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

**Article XXX. SEVERABILITY**

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

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**


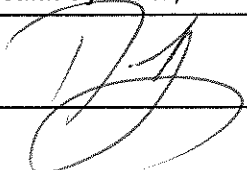
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the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

**Article XXXII. APPLICABLE LAW AND VENUE**

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

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

**SIGNATURES OF PARTIES:**

Provider:		2/18/20
Printed Name	JEFFREY A RICE	Date
Department of Mental Health-Sequel Pomegranate Health Systems, LLC		
Agency:		3/17/2020
Printed Name	*	Date
Warren County Children Services		



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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

<b>Provider</b> Department of Mental Health-Sequel Pomegranate Health Systems, LLC		
<b>Street/Mailing Address</b> 765 Pierce DR		
<b>City</b> Columbus	<b>State</b> OH	<b>Zip Code</b> 43223

Contract ID : 19180218

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

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 02/11/2020

Provider / ID : Department of Mental Health-Sequel Pomegranate Health Systems, LLC/ 3852690

Contract Period : 04/01/2020 - 05/31/2021

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
PHS - Columbus Facility (20880)	769637			\$387.00	\$28.00							\$415.00	04/01/2020	05/31/2021

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**


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

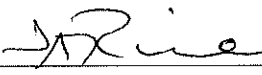
The language that states “thirty (30) calendar days” shall be replaced with “twenty-four (24) hours, not to exceed thirty (30) calendar days.”

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

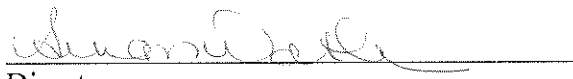
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-0447, dated 3/17/2020 and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

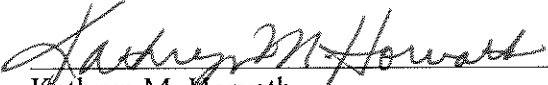
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
  
Date \_\_\_\_\_

  
\_\_\_\_\_  
Provider  
  
Date 2/18/20

Reviewed by:

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

Approved as to Form:

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

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Franklin

I, Jeffrey A Rice, holding the title and position of CEO at the firm Sequel - PUNECONATE affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

J. Rice  
AFFIANT

Subscribed and sworn to before me this 18<sup>th</sup> day of February 20 20

Tamara S. Goldstone  
(Notary Public),

Franklin County.

My commission expires 04/19/2025



Tamara Goldstone  
Notary Public, State of Ohio  
My Commission Expires 04-19-2020



Promoting wellness and recovery

John R. Kasich, Governor  
Tracy J. Plouck, Director

## License to Operate a Residential Facility

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

Date of Issue: January 25, 2018

Date of Expiration: January 24, 2021

Name of Facility: Sequel Pomegranate Health Systems

Address: 765 Pierce Drive, Columbus, OH 43223

County: Franklin

Operator: Sequel Pomegranate Health Systems

License Number: 06-20668

Number of Beds: 74

Number of Household Members: 74

Classification: One

Director, Ohio Department of Mental Health and Addiction Services





# Resolution

Number 20-0448

Adopted Date March 17, 2020

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

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

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Isaiah's Place, Inc.  
Children Services (file)

## Ohio Department of Job and Family Services

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

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

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

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

and Isaiah's Place, Inc., hereinafter "Provider," whose address is:

Isaiah's Place, Inc.  
1100 Wayne St Ste 3400  
Troy, OH 45373

Collectively the "Parties."

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## **RECITALS**

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

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

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

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

### **Article I. SCOPE OF PLACEMENT SERVICES**

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

#### **Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED**

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

#### **Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED**

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

#### **Section 1.03 EXHIBITS**

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

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

### **Article II. TERM OF AGREEMENT**

This Agreement is in effect from **04/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

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

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs(ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse/Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion/Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse;
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

**Article VII. INVOICING FOR PLACEMENT SERVICES**

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

**Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

## **Article XII. INDEPENDENT CONTRACTOR**

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

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

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

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

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

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. AMENDMENTS**

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

#### **Article XVI. NOTICE**

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

if to Agency, to

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

if to Provider, to

Isaiah's Place, Inc.  
1100 Wayne St Ste 3400  
Troy, OH 45373

*p. o. box 220*

#### **Article XVII. CONSTRUCTION**

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

#### **Article XVIII. NO ASSURANCES**

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

#### **Article XIX. CONFLICT OF INTEREST**

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

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

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

## **Article XX. INSURANCE**

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement



including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

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

### **B. Transportation of Child**

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

### **C. Rehabilitation**

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

D. Verification of Job or Volunteer Application:

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

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

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

**Article XXIV. FINDING FOR RECORDS**

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

**Article XXV. PUBLIC RECORDS**

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

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

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

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted. A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

APPROVED AS TO FORM

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

**Article XXIX. PROPERTY OF AGENCY**

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

**Article XXX. SEVERABILITY**

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

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

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

**Article XXXII. APPLICABLE LAW AND VENUE**

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

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

**SIGNATURES OF PARTIES:**

Provider:	<i>[Signature]</i> Executive Director	2-20-2020
Printed Name		Date
Isaiah's Place, Inc.		
Agency:	<i>[Signature]</i> + <i>[Signature]</i>	3/17/2020
Printed Name		Date
Warren County Children Services		
		3/13/2020

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

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

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

and

hereinafter "Provider," whose address is:

<b>Provider</b> Isaiah's Place, Inc.		
<b>Street/Mailing Address</b> 1100 Wayne St Ste 3400 <i>P.O. Box 220</i>		
<b>City</b> Troy	<b>State</b> OH	<b>Zip Code</b> 45373

Contract ID : 19180115

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

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 02/11/2020  
 Provider / ID : Isaiah's Place, Inc./ 24564  
 Contract Period : 04/01/2020 - 05/31/2021

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Family (30405) - FFH	4845663			\$25.00	\$27.00							\$52.00	04/01/2020	05/31/2021
Family (30405) - FFH	4845663			\$28.00	\$28.00							\$56.00	04/01/2020	05/31/2021
Special Needs (30408) - SN	6297663			\$70.00	\$57.00							\$127.00	04/01/2020	05/31/2021
Therapeutic High (30310) - FFH	371652			\$50.00	\$42.00							\$92.00	04/01/2020	05/31/2021
Therapeutic Low (30407) - FFH	6221663			\$40.00	\$35.00							\$75.00	04/01/2020	05/31/2021

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-0498, dated 3/17/2020, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

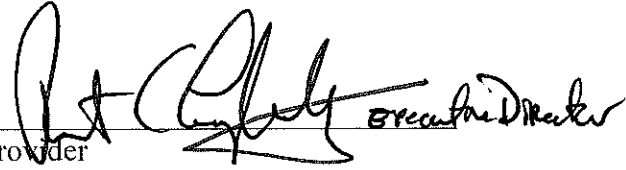
**SIGNATURES OF PARTIES:**

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



Date \_\_\_\_\_

\_\_\_\_\_  
Provider



Date 2-20-2020

Reviewed by:

Juan Waters  
Director  
Warren County Children's Services

Approved as to Form:

Kathryn M. Horvath  
Kathryn M. Horvath  
Assistant Prosecuting Attorney



AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Miami

I, Robert C. Lybarger, holding the title and position of Executive Director at the firm ISRIAN'S PLACE, LLC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

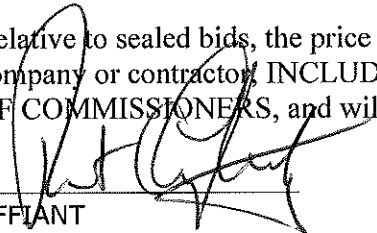
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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

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

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

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

  
AFFIANT

Subscribed and sworn to before me this 3rd day of March 20 20

Cynthia A. Nash  
(Notary Public),  
Miami County.



CYNTHIA A. NASH, Notary Public  
In and for the State of Ohio  
My Commission Expires Oct. 9, 2020

My commission expires 10-09 20 20

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

**Mike DeWine  
Governor**

**This is to Certify that**

**ISAIAH'S PLACE  
PO BOX 220, 1100 WAYNE AVENUE, SUITE 3400  
TROY, OHIO 45373  
(RECERTIFICATION- STUDY# 82562)**

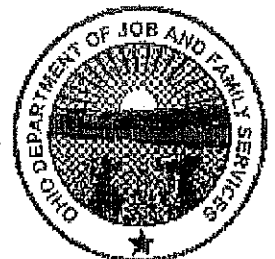
Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.  
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

- 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**

This certificate is effective From July 2, 2019 To July 1, 2021

Temporary certificate expiration date To \_\_\_\_\_

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/26/2019

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

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

<b>PRODUCER</b> PHELAN INSURANCE AGENCY INC 863 East Main Street PO Box 1 Versailles OH 45380	<b>CONTACT NAME:</b> Deb Less <b>PHONE (A/C, No, Ext):</b> (937) 526-3111 <b>E-MAIL ADDRESS:</b> deb_less@phelanins.com	<b>FAX (A/C, No):</b> (937) 526-5178
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Isaiah's Place Inc. P O Box 220 Troy OH 45373	<b>INSURER A:</b> American Southern Home Insurance Company <b>NAIC #:</b> 41998	
	<b>INSURER B:</b> Acuity Mutual Insurance Company <b>NAIC #:</b> 14184	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 11/29/19 Rewrite      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			99A6GL0000530-00	11/29/2019	11/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z95015	03/02/2020	03/02/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			99A2FF0001608-00	11/29/2019	11/29/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	99A6GL0000530-00	11/29/2019	11/29/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Employers Liability E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability and Abuse & Molestation			99A6PL0000484-00	11/29/2019	11/29/2020	Per Occurrence \$1,000,000 Aggregate \$3,000,000

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

Cyber Liability included \$1,000,000

### CERTIFICATE HOLDER

### CANCELLATION

Warren County 416 S East Street Lebanon OH 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kaun R. Keiser</i>
--	--

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

# Resolution

Number 20-0449

Adopted Date March 17, 2020

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

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

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

## Ohio Department of Job and Family Services

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

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

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

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

and CHOICES, Inc.-Children Have Options in Caring Environments, hereinafter "Provider," whose address is:

CHOICES, Inc.-Children Have Options in Caring Environments  
1785 Big Hill RD  
Dayton, OH 45439

Collectively the "Parties."

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## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or



assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs(ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

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

I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:

1. When physical restraint is used/applied; and
2. Medication lapses or errors.

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

J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.

K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.

L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).

N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.

O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.

P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.

Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.

R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

#### **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

**Article VII. INVOICING FOR PLACEMENT SERVICES**

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

**Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

## **Article XII. INDEPENDENT CONTRACTOR**

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

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

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

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

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

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.



2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. AMENDMENTS**

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

#### **Article XVI. NOTICE**

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

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

if to Provider , to                CHOICES, Inc.-Children Have Options in Caring Environments  
   1785 Big Hill RD  
   Dayton, OH 45439

#### **Article XVII. CONSTRUCTION**

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

#### **Article XVIII. NO ASSURANCES**

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

#### **Article XIX. CONFLICT OF INTEREST**

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

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

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

## **Article XX. INSURANCE**

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

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

### **B. Transportation of Child**

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

### **C. Rehabilitation**

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

D. Verification of Job or Volunteer Application:

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

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

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

**Article XXIV. FINDING FOR RECORDS**

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

**Article XXV. PUBLIC RECORDS**

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

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

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

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

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

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

APPROVED AS TO FORM

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

**Article XXIX. PROPERTY OF AGENCY**

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

**Article XXX. SEVERABILITY**

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

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

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

**Article XXXII. APPLICABLE LAW AND VENUE**

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

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

**SIGNATURES OF PARTIES:**

Provider: <i>Janie Andersson</i>	<i>2/19/20</i>
Printed Name <b>CHOICES, Inc.-Children Have Options in Caring Environments</b>	Date
Agency: <i>Warren Co</i> *	<i>3/17/2020</i>
Printed Name <b>Warren County Children Services</b>	Date <i>3/13/2020</i>

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

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

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

and

hereinafter "Provider," whose address is:

<b>Provider</b> CHOICES, Inc.-Children Have Options in Caring Environments		
<b>Street/Mailing Address</b> 1785 Big Hill RD		
<b>City</b> Dayton	<b>State</b> OH	<b>Zip Code</b> 45439

Contract ID : 19180217

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

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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



Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 02/11/2020  
 Provider / ID : CHOICES, Inc.-Children Have Options in Caring Environments/ 24348  
 Contract Period : 04/01/2020 - 05/31/2021

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Standard Foster Care (30009)-FFH	107714			\$27.70	\$33.80							\$61.50	04/01/2020	05/31/2021
Therapeutic Foster Care (30149)-Excp Need	107715			\$41.25	\$45.75							\$87.00	04/01/2020	05/31/2021
Treatment Foster Care (30148)-Spec Need	107716			\$36.40	\$42.60							\$79.00	04/01/2020	05/31/2021

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

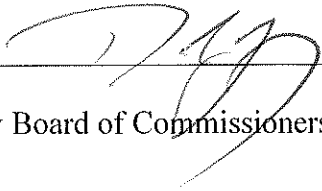
Article VI, subsection (H) of the Agreement shall be amended as follows:

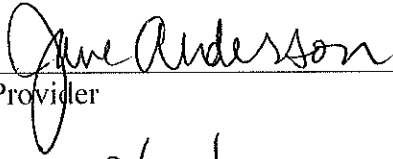
The language that states “thirty (30) calendar days” shall be replaced with “twenty-four (24) hours, not to exceed thirty (30) calendar days.”

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

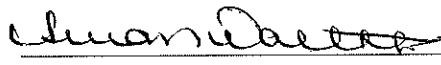
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-0449 dated 3/17/2020 and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

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

  
\_\_\_\_\_  
Provider  
Date 2/19/20

Reviewed by:

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

Approved as to Form:

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

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Montgomery

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

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

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

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

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

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

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

Jane Anderson  
AFFIANT

Subscribed and sworn to before me this 3<sup>rd</sup> day of March 2020

Tina Miller  
(Notary Public),

Warren County.

My commission expires January 27 2023



TINA M. MILLER  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
01-27-2023



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DM

DATE (MM/DD/YYYY)

02/20/2020

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

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

<b>PRODUCER</b> Lauterbach & Eilber, Inc. PO Box 20285 1721 Bethel Road Columbus, OH 43220-0285	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CHOIC-1	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CHOICES, Inc. Attn: Jane Anderson 1785 Big Hill Road Kettering, OH 45439	<b>INSURER A : Cincinnati Insurance Co</b>	
	<b>INSURER B : Capitol Indemnity Corporation</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	ETD 0380209	04/01/2019	04/01/2022	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	ETA 0380209	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
							\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	ETD 0380209	04/01/2019	04/01/2022	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ETD 0380209	04/01/2019	04/01/2022	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
			EMPL LIAB (OH STOP-GAP)			E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<b>Professional Liab</b> Sexual Abuse		ETD 0380209	04/01/2019	04/01/2022	Limit	\$1Mil/\$3Mil
				04/01/2019	04/01/2022	Limit	\$1Mil/\$2Mil

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

Warren Co. Children Services and Warren Co. Board of County Commissioners, and Agency and their respective officers, employees, agents, and volunteers are endorsed as Additional Insureds as required by agreement on the Commercial General, Business Auto, and Umbrella/Excess liability policies as respects Insured's Independent Living Program

**CERTIFICATE HOLDER****CANCELLATION**

Warren Co. Children Services Warren Co. Board of County Commissioners 416 S. East Street Lebanon, OH 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Lauterbach & Eilber Inc. <i>Deborah McCarty</i>
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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DM

DATE (MM/DD/YYYY)

02/20/2020

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

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

<b>PRODUCER</b> Lauterbach & Eilber, Inc. PO Box 20285 1721 Bethel Road Columbus, OH 43220-0285	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: <b>CHOIC-1</b>	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>CHOICES, Inc.</b> Attn: Jane Anderson 1785 Big Hill Road Dayton, OH 45439	<b>INSURER A: Capitol Indemnity Corporation</b>	
	<b>INSURER B: Clnclnntl Insurance Co</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		HS 02796765-03	05/26/2019	05/26/2020	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 - COMPIOP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			HS 02796765-03	05/26/2019	05/26/2020	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 DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			HS 02796765-03	05/26/2019	05/26/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			HS 02796765-03	05/26/2019	05/26/2020	Limit \$1MII/\$3MII
A	Sexual Abuse & Molestation						Limit \$1MII/\$3MII

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

Warren County Children Services and Warren County 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

**CERTIFICATE HOLDER****CANCELLATION**

<b>Warren Co. Children Services</b> <b>Warren Co. Board of County Commissioners</b> 416 S. East Street Lebanon, OH 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Lauterbach & Eilber Inc. <i>Deborah McCarty</i>
---	--

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

**John R. Kasich  
Governor**

**This is to Certify that**

**CHILDREN HAVE OPTIONS IN CARING ENVIRONMENTS (CHOICES) INC.  
1785 BIG HILL ROAD  
DAYTON, OHIO 45439  
(RECERTIFICATION- STUDY# 81927)**

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

- To operate or provide Independent Living arrangements**
- To act as a representative of ODJFS in recommending Family Foster homes for certification**
- To act as a representative of ODJFS in recommending Treatment Foster homes for certification**
- To participate in the placement of children in Foster homes**

RECEIVED

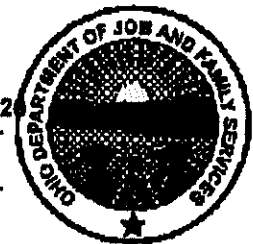
FEB 26 2020

W.C.C.S.

This certificate is effective From October 1, 2018 To September 30, 2020

Temporary certificate expiration date To \_\_\_\_\_

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



# Resolution

Number 20-0450

Adopted Date March 17, 2020

APPROVE AGREEMENT WITH MOTOROLA SOLUTIONS EXTENDING MAINTENANCE AND SUPPORT ON PREMIERCAD AND INFOTRAK ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to approve and authorize the Board to execute the attached extension to Maintenance and Support Agreement 202 for PremierCAD and Infotrak with Motorola through June 2020, as attached hereto and a part hereof; and

BE IT FURTHER RESOLVED, the terms of the agreement are on a month to month basis through June 2020 and can be cancelled at anytime with a 30-day written notice.

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Motorola Solutions  
Telecom (fle)





November 13, 2019

Mr. Paul Bernard  
Warren County  
500 Justice Drive  
Lebanon, OH 45036-2379

**RE: Extension to Maintenance and Support Agreement: 202**  
**Product: PremierCAD™ and Infotrak™**

Dear Mr. Bernard:

By means of this letter, Motorola Solutions, Inc. hereby extends Warren County's maintenance and support agreement as referenced above. Enclosed is one (1) copy of the updated Exhibit A Covered Products, Support Options and Pricing, Exhibit B Customer Support Plan, and Exhibit C Labor Rates for the period **May 1, 2020 through June 30, 2020**. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and returning one copy by e-mailing it to [andrea.ballou@motorolasolutions.com](mailto:andrea.ballou@motorolasolutions.com) on or before **May 1, 2020**.

If you have any questions or need further clarification, please contact me directly at (513) 668-7251 or by e-mailing [andrea.ballou@motorolasolutions.com](mailto:andrea.ballou@motorolasolutions.com).

Sincerely,

Andrea Ballou  
Customer Support Manager  
Motorola Solutions, Inc.

**Accepted by:**

**MOTOROLA SOLUTIONS, INC.**

**WARREN COUNTY**

By: *Andrea Ballou*

By: *[Signature]*

Name: Andrea Ballou

Name: *David Young*

Title: Customer Support Manager

Title: *President*

Date: March 5, 2020

Date: *3/17/2020*

**APPROVED AS TO FORM**

*[Signature]*

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

**Exhibit A**

**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**MAINTENANCE AND SUPPORT AGREEMENT 202 TERM: 5/1/2020-6/30/2020**

<b>CUSTOMER AGENCY</b>	<b>Warren County</b>	<b>BILLING AGENCY</b>	<b>Warren County</b>
Address	500 Justice Drive	Address	500 Justice Drive
City, State, Zip	Lebanon, OH 45036-2379	City, State, Zip	Lebanon, OH 45036-2379
<b>Contact Name</b>	<b>Paul Bernard</b>	<b>Contact Name</b>	<b>Accounts Payable</b>
Telephone Number	(513) 695-1726	Telephone Number	
Email Address	pbernard@wcoh.net	Email Address	

*For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) MSI-HELP Option 4: Option 2) Computer Aided Dispatch and Mobile; Option 2) PremierOne, Legacy CAD/Mobile or Option 4) Records/Jail Management; Option 2) PremierOne, Legacy Records*

**Site Identification Numbers**

<b>Product Group</b>	<b>Site Identification Number</b>	<b>Phone Prompt</b>
PremierCAD™	PSA218000_(CAD)	4,2,2
Infotrak™ LRMS	PSA218000_(LRMS)	4,4,2

**Standard Services Include:**

- Customer Support Plan
- Case Management 24X7
- Technical Support 9x5
- Third-party Vendor Coordination
- Virtual Private Network VPN Tool, if applicable
- On-site Support (when applicable)
- Software Releases, as defined
- Access to Users Group Site

**MOTOROLA SUPPORTED PRODUCTS**

<b>Product</b>	<b>Description</b>	<b>Technical Service Level</b>	<b>Qty</b>	<b>Term Fees</b>
PREMIERCAD™	PremierCAD™ Server License	24x7 Limited Support***	1	\$4,461.00
	MGU		1	\$750.00
	CAD/AWW License		12	\$643.00
	UDT/DSS (CAD DSS License)		1	\$1,338.00
	OpenQuery Server License		1	\$223.00
	OpenQuery Client License		26	\$756.00
	ATM CAD License		1	\$1,963.00
	ATM Client License		12	\$6,424.00
	CAD Workstation with Mapping - CAD and AWW and ATM - SA 1136/Sales Contract 2687		4	\$529.00
PREMIERCAD™ INTERFACE	E9-1-1 (Telephone System owned by Warren County)	24x7 Limited Support***	1	\$446.00
	MDT		1	\$6,693.00
	NetClock		1	\$375.00
	UDT to Pamet RMS export		1	\$375.00
	Hiplink Interface - SA 997/Sales Contract PSAOH120650A		1	\$647.00
	CAD to MCC7500 Console Interface - SA 1136/Sales Contract 2687		1	\$587.00
	ProQA - SA 1350/Project #OHP15P105A		1	\$533.00
	ProQA Fire - SA 1350/Project #OHP15P105A		1	\$533.00
ProQA Law - SA 1350/Project #OHP15P105A	1	\$533.00		
INFOTRAK™ LRMS	RMS Server License	24x7 Limited Support***	1	\$1,785.00
	RMS Client Access License		14	\$125.00
	RMS Administrator Client Access License		14	\$1,999.00
	RMS DSS License		1	\$669.00
<b>TOTAL</b>				<b>\$32,387.00</b>

**Exhibit A Continued**  
**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**MAINTENANCE AND SUPPORT AGREEMENT**

**202**

**TERM: 5/1/2020-6/30/2020**

**Optional Services Available:**

24X7 Technical Support	Users Conference Advance Purchase**
Professional Services Upgrades*	On-site Support Dedicated Resource
Hardware Refresh*	GeoFile Services
Professional Services Consultation	Time and Materials
Professional Services Training	Lifecycle Services*

\*Require Multi-year Agreement

<b>**USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS</b>			
<b>Users Conference Attendance Includes:</b>	<b>Year</b>	<b>2020</b>	<b>Number Attendees</b>
			<b>0</b>
<ul style="list-style-type: none"> <li>• Registration fee</li> <li>• Roundtrip travel for event (booked by Motorola)</li> <li>• Hotel accommodations (booked by Customer Agency per Motorola website instructions)</li> <li>• Ground Transportation (booked by Motorola)</li> <li>• Daily meal allowance<sup>1</sup></li> </ul>			

<sup>1</sup> Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.

**SUPPORT FEES SUMMARY**

<b>Product</b>	<b>Service Level</b>	<b>Term Fees</b>
PremierCAD™	24x7 Limited Support***	\$17,087.00
PremierCAD™ Interfaces	24x7 Limited Support***	\$10,722.00
Infotrak™ LRMS	24x7 Limited Support***	\$4,578.00
Multi-System Discount – 2.5%		(\$809.00)
<b>GRAND TOTAL</b>		<b>\$31,578.00</b>
<b>MONTHLY FEES</b>		<b>\$15,789.00</b>

**NOTE: \*\*\*Limited Support on PremierCAD™ and LRMS effective May 1, 2020 as follow:**

- Support can be reached via phone, email or Motorola On-Line as is currently available.
- For Severity Levels 3 and 4 situations, Support will attempt resolution on a best effort basis. For those situations where Support cannot achieve resolution, the problem ticket will be closed
- For Severity Levels 1 and 2 situations, Support will attempt resolution on a best effort basis.
- Situations where Support cannot achieve resolution, the problem will be escalated to the next level of Support.
- Resolution of escalated Severity Level 2 situations will be attempted on a best effort basis. For those situations where the next level of Support cannot achieve resolution, the problem ticket will be closed.
- Service will be restored for escalated Severity Level 1 situations.
- For all severity levels, no product defect resolution or interface updates will be provided.
- There will be no product changes or enhancements made for any reason including technology advancements (i.e. Microsoft Version EOL) or CJIS security standard updates.
- There will be no existing Release upgrades deployed by Motorola Solutions after the End of Support (EOS) date of August 31, 2018.

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**Exhibit B**  
**CUSTOMER SUPPORT PLAN**

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**MAINTENANCE AND SUPPORT AGREEMENT**    202

**TERM: 5/1/2020-6/30/2020**

**CUSTOMER: Warren County**

**Introduction**

Welcome to Motorola Customer Support. We appreciate your business and look forward to serving your needs on your Public Safety Applications (PSA) system.

The Customer Support Plan is designed to provide Motorola customers the details necessary for understanding Motorola overall support processes and policies as a compliment to the Motorola Maintenance and Support Agreement.

The Motorola Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings**
- II. Accessing Customer Support**
- III. Severity Levels and Case Management**
- IV. Key Responsibilities**
- V. Customer Call Flow**
- VI. Contact Information**

***I. Service Offerings***

Motorola Customer Support organization includes a staff of Support Analysts who are managed by Motorola Customer Support Managers and are chartered with the direct front-line support of Motorola Customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst ("CSA") or Technical Support Analyst ("TSA") or Technical Support Representative.

Motorola Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

**Service Levels**

<b>Level 0</b>	Logging, dispatching and tracking service requests
<b>Level 1</b>	Selected 1 <sup>st</sup> call support, triage and resolution
<b>Level 2</b>	Telephone and/or on-site support for normal technical requirements
<b>Level 3</b>	High-level technical support prior to Engineering escalation
<b>Level 4</b>	Engineering software code fixes and changes

Motorola provides to customers on an active Maintenance and Support Agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in Section 3 of the main body of the Maintenance and Support Agreement.

## **II. Accessing Customer Support**

### *The Motorola Solutions System Support Center Operations*

Motorola Public Safety Applications Technical Support personnel in cooperation with Motorola System Support Center ("SSC") provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **eCase Management through Motorola Online**
3. **Email Case Ticketing**

### **Option 1 - Call Motorola Solutions System Support Center**

**For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) MSI-HELP Option 4:**

*Option 2) Computer Aided Dispatch and Mobile*

*Option 2) PremierOne, Legacy CAD/Mobile*

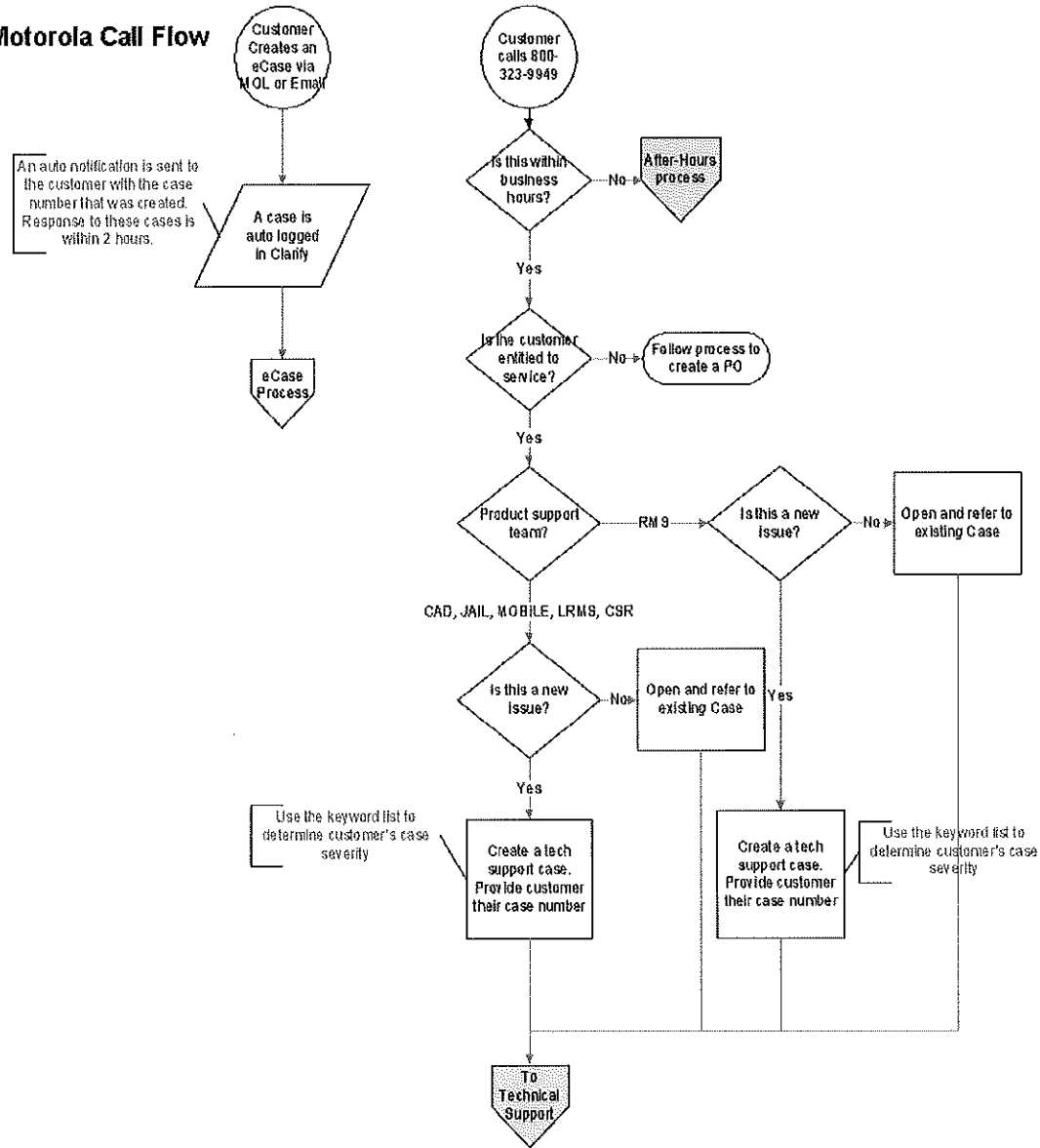
*Option 4) Records/Jail Management*

*Option 2) PremierOne, Legacy Records*

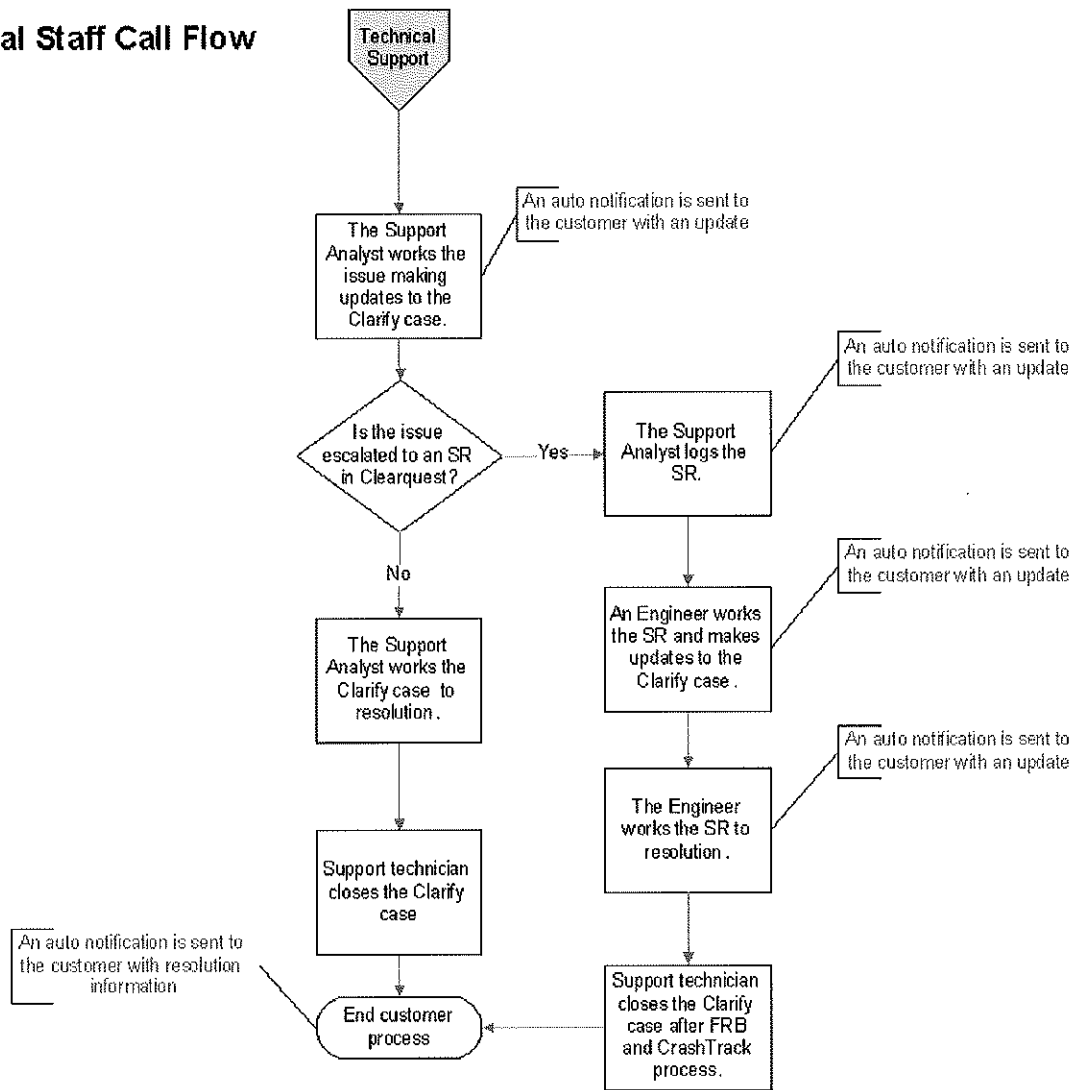
Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification Number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola Technical Support Team Member. A unique tracking number will be provided to your agency for future reference.

Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst 24/7/365.

### Motorola Call Flow



# Technical Staff Call Flow



## How to Obtain Technical Support for Products

Action / Response	
<p><b>Step 1. Call the Motorola Solutions System Support Center 1-800-MSI-HELP</b></p> <p><b>Step 2.</b> Select option 4 (Motorola Public Safety Applications)</p> <p><b>Step 3.</b> Select option 2 (Computer Aided Dispatch and Mobile) or option 4 (Records/Jail Management )</p> <p><b>Step 4.</b> Select product specific option 2 (PremierOne, Legacy CAD/Mobile or PremierOne, Legacy Records)</p> <p><b>Step 5.</b> Provide Site Identification Number (See Covered Products Exhibit for your agency's Site Identification Numbers)</p>	

<b>Step 6.</b> Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at time of call Time available for call back Email address
---	---

<b>Step 7.</b> Case Number Generated	Caller will receive a Case number for tracking the service request.
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-MSI-HELP and following steps 2-4 above and providing the case number.
Case Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Standard Response Time	<u>RESPONSE</u> See Section III for Severity Level definitions Severity 1: 1 hour Severity 2: 3 business hours Severity 3: 6 business hours Severity 4: 2 business days

<b>Step 8.</b> Notification of CASE All Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure.  To request case notifications, please contact your Support Manager.
Notification of CASE Open/Close Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure.  To request case notifications, please contact your Support Manager.



## **Option 2 - Submit a ticket via eCase Management from Motorola On-Line**


Motorola Online eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

### **Setting Up a Motorola Solutions Online Account**

To set up a Motorola Solutions On-Line account, please visit <https://businessonline.motorolasolutions.com> and follow the directions on the link for "Sign Up Now."

**A User ID and Password are not required for setting up your account.** After accessing the link above, indicate in the "Additional Information" field you are a **Public Safety** customer seeking access to **eCase Management**. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola Solutions Online account set up. In approximately 4-5 business days an additional email will be sent which includes details about your Online account.

### **Accessing the Technical Case Management web site**


Once you have set up your agency's Motorola On-Line Account, to access the site simply log onto Motorola at [businessonline.motorolasolutions.com](https://businessonline.motorolasolutions.com) with your user ID and password, click on the **Contact Us**  **Open Case**, and select **System Support Issue** from the Issue Type drop-down.

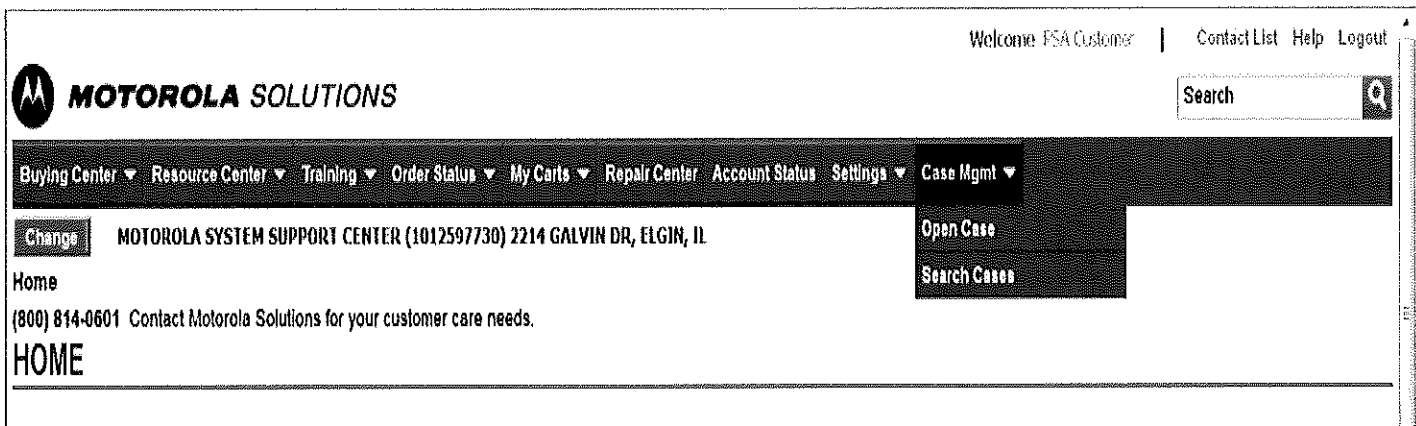
### **Primary Features of Online Technical Case Management**

Motorola customers have three main functions available through Motorola Online to manage their cases:

- A. Open new cases**
- B. Search for existing cases and view details of the existing case**
- C. Update existing cases by adding notes**

#### *A. Open a New Case*

1. Log into Motorola Solutions Online
2. Click on the "Case Mgmt"  **Open Case**



Welcome PSA Customer | Contact List Help Logout

**MOTOROLA SOLUTIONS** Search

Buying Center ▾ Resource Center ▾ Training ▾ Order Status ▾ My Carts ▾ Repair Center Account Status Settings ▾ Case Mgmt ▾

Change MOTOROLA SYSTEM SUPPORT CENTER (1012597730) 2214 GALVIN DR, ELGIN, IL

Home

(800) 814-0601 Contact Motorola Solutions for your customer care needs.

**HOME**

Open Case  
Search Cases

3. Select the Reason Code = **System Support Issue** (and the page will automatically reload)

### Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#)

Contact Name: PSA Customer WebID

Contact Phone: 8008140601

Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue ▼

Title:

System Support Site: Please Specify ▼

Case Type: Please Specify ▼

Severity: Please Specify ▼

System: Please Specify ▼

Description: \_\_\_\_\_ ▲

4. Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)
5. Choose case type **Technical Support**, Severity Level and **Public Safety Applications** System
6. Fill in a detailed description of your issue
7. Click "Create Case"

### Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#)

Contact Name: PSA Customer WebID

Contact Phone: 8008140601

Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue ▼

Title:

System Support Site: Please Specify ▼

Case Type: Please Specify ▼

Severity: Please Specify ▼

System: Please Specify ▼

Description: \_\_\_\_\_ ▲

Create Case

8. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long), Note: The confirmation screen includes "expand all" and "collapse all" buttons for case notes.

**B. Search for an Existing Case**

1. Log into Motorola Online
2. Click on the "Case Mgmt" Search Case
3. Enter the exact case number or enter search criteria to find a range of tickets
4. Click "Got To" or "Search"

Welcome PSA Customer | Contact List Help Logout  
**MOTOROLA SOLUTIONS** Search  
 Buying Center ▾ Resource Center ▾ Training ▾ Order Status ▾ My Carts ▾ Repair Center Account Status Settings ▾ Case Mgmt ▾  
Change MOTOROLA SYSTEM SUPPORT CENTER (1012597730) 2214 GALVIN DR, ELGIN, IL Open Case  
Home Search Cases  
 (800) 814-0601 Contact Motorola Solutions for your customer care needs.  
**HOME**

**Go Directly to Case**

Case Number: \_\_\_\_\_  
 (Please enter the exact case number.)  
Go To

**Enter Search Criteria**

Case Number: \_\_\_\_\_

Title: \_\_\_\_\_

Type: All My Cases ▾

Condition: Open ▾

\_\_\_\_\_

01 Sep 2002

To

\_\_\_\_\_

06 Mar 2012

Reset Search

### C. Update an Existing Case

1. You can also add notes after submitting your case, by clicking on the "Add Notes" button

[Add Info](#) - [Open Case](#) - [Search Cases](#)

---

**Details for Case # 20000216** ← **Case Number**

**Title:** TEST

<b>Case Condition:</b> Open	<b>System Site ID:</b> MDP1130
<b>Customer name:</b> TEST CUSTOMER	<b>System Site Name:</b> Test Site as an example
<b>Case Status:</b> Not Assigned	<b>Case System:</b> IT
<b>Issue Type:</b> System Support	<b>Case Type:</b> Network Management
<b>Case Source:</b> Web	
<b>Contact Name:</b> Test Test World	
<b>Contact Phone:</b> 847 726 4902	
<b>Contact Email:</b> test@test.comtest	

**Expand/Collapse Buttons**

[Expand All](#) [Collapse All](#)

	Activity	Date/Time	Activity Summary
+	Create	12/31/2004 3:19:53 PM	Performed by contact: Phone Specify, Status = Not Assigned
+	Notes	12/31/2004 5:50:53 PM	Performed by contact

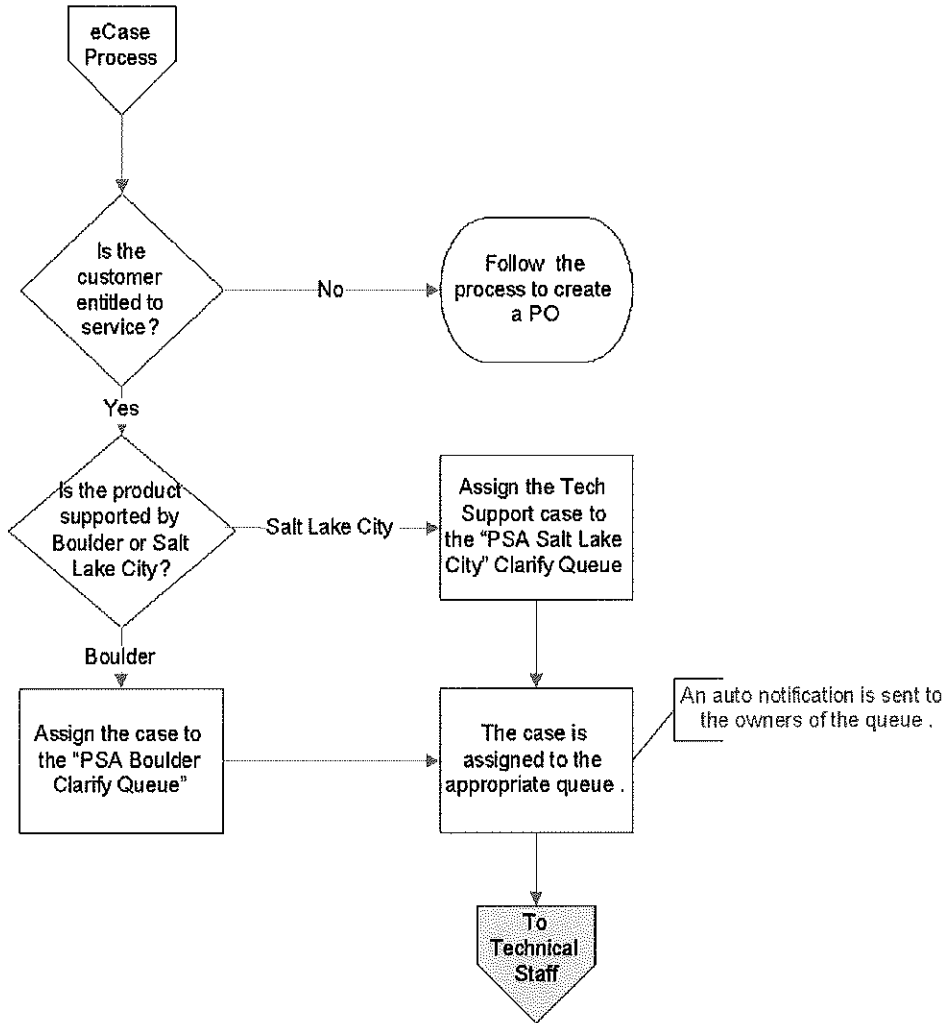
[Previous](#) [Add Note](#) ← **Add Notes**

### Motorola Solutions On-Line Support

1. Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-MSI-HELP and following the appropriate prompts.
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-MSI-HELP.
3. When updating case notes, please provide contact information, which includes phone number, email, etc.
4. For questions on Motorola Online eCase Management or Support, please contact the Motorola Online Helpdesk at 800-814-0601.

Requirements for effective usage:  
Browser: Internet Explorer 5.0 or greater  
Valid MOL user ID and Password

### Motorola On-line Flow



### **Option 3 - Submit a ticket via Email Case Management**


An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below:

1. Address your email to [PSACASE@motorolasolutions.com](mailto:PSACASE@motorolasolutions.com)
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID =** followed by the site identification number of the system location
4. Type **Product Type=** followed by the product family type. Choose from the following list:
  - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
  - CSR (CUSTOMER SERVICE REQUEST)
  - INFOTRAK, LRMS
  - JAIL MANAGEMENT (OFFENDERTRAK)
  - MOBILE APPLICATIONS (PMDM, AIRMOBILE, TXMESSENGER)
  - NETRMS
5. Type **Contact First Name =** followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name =** followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number =** followed by the area code and phone number where the contact person may be reached
8. Type **Severity Level =** followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number
9. Type **Problem Description =** followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA Customer Support at 1 800-MSI-HELP for further assistance.

#### **SAMPLE Email Ticket Formatting:**

	To...	PSACASE
	Cc...	
	Bcc...	
Subject:		PSA Service Request: NetRMS Reports Not Functioning
<p>Site ID number: PSA1234_(NetRMS_) (Clarify site identification number) Product type: NetRMS (Specific product such as LRMS, NetRMS, PremierMDC, etc.) Contact first name: John Contact last name: Doe Phone number: 303-123-4567 Severity level: Level 3 (Email ticketing is available for severity levels three and four only) Problem description: NetRMS does not allow for the creation of manual-case reports which is affecting the generation of daily reports (Include a comprehensive description of the problem)</p>		

### III. Severity Levels and Case Management

Motorola services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola Support and Engineering teams. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution (On Demand). When a permanent solution is developed and certified through testing, it will be incorporated into the applicable On Demand, Cumulative Update, Supplemental, or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	<b>Total System Failure</b> - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	<b>Non-Critical Major Failure</b> - This error level occurs when a major but non-critical element in the System is not functioning but that does not prohibit continuance of basic operations. There is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM (customer's time zone), excluding US Holidays	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	<b>Non-Critical Minor Failure</b> - This level is meant to represent a minor issue that does not preclude use of PremierOne Solution. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM (customer's time zone), excluding US Holidays.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	<b>Inconvenience</b> - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

*Incoming cases are automatically assigned an initial **Severity Level of 3**, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.*

## Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

<b>Escalation Policy- Severity Level 1</b>		
<b>CRITICAL</b>	<b>ACTION</b>	<b>RESPONSIBILITY</b>
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team.	Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team, Senior Vice President of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

All **Severity Level 1** problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

- 3.1 **Reporting a Problem.** Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola call incoming center. Motorola will notify the Customer if Motorola makes any changes in Severity Level (up or down) of any Customer-reported problem.
- 3.2 Motorola will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Motorola diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola cannot reproduce, Motorola may enable a detailed error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.
- 3.3 **Error Correction Status Report.** Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.



## **IV. Key Responsibilities**

### **4.1 Motorola Responsibilities**

- 4.1.1 **Support on Motorola Software.** Motorola will provide any required software fixes in the form of either a "patch" or in an On Demand, Cumulative Update, Supplemental or Standard Release.
- 4.1.2 **Motorola Response.** Motorola will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in the Covered Products, Support Options and Pricing Exhibit.
- 4.1.3 **Remote Installation.** At Customer's request, Motorola will provide remote installation advice or assistance for Updates.
- 4.1.4 **Software Release Compatibility.** At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Software Cumulative Updates, Supplemental, or Standard Releases.
- 4.1.5 **Customer Notifications.** Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) Hardware and Firmware Updates, as released and if applicable.
- 4.1.6 **On-Site Software Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4.1.7 **On-site Product Technical Support Services.** Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition. Customer will provide on-site hardware service or is responsible for purchasing on-going maintenance for Third Party on-site hardware support.
- 4.1.8 **Principal Period of Maintenance.** At Customer's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM per the customer selected service level, provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional support will be invoiced on a time and material basis at Motorola then current rates for Professional Services.
- 4.1.9 **Compliance to Local, County, State and/or Federal Mandated Changes.** (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, NCIC and state interfaces are not part of the covered Services and will be quoted at the time of the request. Federal and State mandated changes for IBR and UCR are included in Motorola's standard maintenance offering.
- 4.1.10 **Anti-virus Software.** At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.
- 4.1.11 **Account Reviews.** Upon request, Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 4.1.12 **Reports.** Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.
- 4.1.13 **Maintenance Contract Administration.** Motorola's Maintenance Contracts Business manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

Approximately four months prior to the expiration of the warranty period, a Motorola Customer Support Manager will contact you to discuss the options available for your specific site. The terms of the agreement can be customized to your agency's budgetary

requirements and cycle. Motorola offers various levels of support to meet an agency's requirements, for example:

- Telephone, VPN support for software fixes
- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

## 4.2 **Customer Responsibilities**

- 4.2.1 **Initiate Service Request Cases.** Contact Motorola through authorized tools and processes outlined in the Motorola Maintenance and Support Agreement Customer Support Plan Exhibit to initiate technical support request case.
- 4.2.2 **Assess Severity Level.** Assist in assessing the correct severity level per the severity level definitions found in the Customer Support Plan Exhibit.
- 4.2.3 **Escalate Appropriately.** Contact Motorola to add information or make changes to existing technical support cases, or escalate service requests to Motorola management. Motorola Services management contact information provided in the Customer Support Plan Exhibit.
- 4.2.4 **Support on Hardware.** Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3<sup>rd</sup> party on-site hardware support. Third party support on some system components may be available through Motorola Maintenance and Support Agreement. Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through the Motorola Maintenance and Support Agreement.
- 4.2.5 **VPN connectivity.** Provide VPN connectivity and telephone access to Motorola personnel.
- 4.2.6 **Anti-virus software.** Run installed anti-virus software.
- 4.2.7 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to the System, except HP OS upgrades. Before installing OS upgrades, Customer will contact Motorola to verify that a given OS upgrade is appropriate.
- 4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 21). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Support team in expediting and troubleshooting the issue. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.

# Trouble Report Form

<b>Agency Name:</b>	<b>Motorola Case Number:</b>
<b>Contact Name:</b>	<b>E-mail Address:</b>
<b>Contact Phone:</b>	<b>Contact Fax:</b>
<b>Severity Level:</b>	<b>CAD Correction#:</b>
<b>Subject:</b>	
<b>Product/Version:</b>	

**Problem Description:** Please ensure that the description provided is as detailed as possible. Including accurate details, helps Motorola to resolve the issue promptly and successfully. Please be sensitive to the use of verbiage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola probability of locating a root cause and achieving a timely resolution.

**Steps to Duplicate:** Motorola understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.

Step One:	
Step Two:	
Step Three:	
Step Four:	
Step Five:	
Step Six:	
Step Seven:	

Additional Steps:

<b>Expected Results:</b>	
<b>Actual Results:</b>	

**Configuration Checked:**

## V. Customer Call Flow

To Be Provided By Customer

## VI. Contact Information

### Motorola Contacts

CONTACT	PHONE NUMBER
<b>Motorola Solutions System Support Center</b>	<b>(800) MSI-HELP</b>
Phillip Askey Tier 2 - Technical Support Manager P.Askey@motorolasolutions.com	(720) 565-4764 - office
Jeff Dolph Tier 1 - Technical Support Manager JeffDolph@motorolasolutions.com	(303) 527-4038 - office (303) 319-8935 - mobile
Andrea Ballou Customer Support Manager Andrea.Ballou@motorolasolutions.com	(513) 668-7251 - mobile

### Customer Contacts (to be provided by Customer)

<u>Customer Agency Name:</u> Address: City, State and Zip:
<u>Billing Contact Name:</u> Phone No: Email:
<u>Backup System Administrator Name:</u> Phone No: Email:
<u>Service Escalations Contact Name:</u> Title: Phone No: Email:

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**Exhibit C**  
**LABOR RATES**

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**MAINTENANCE AND SUPPORT AGREEMENT**    202

**TERM:** 5/1/2020-6/30/2020

**CUSTOMER:** Warren County

The following are Motorola's current labor rates, subject to an annual change.

**The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:**

<b>SERVICE HOURS</b>	<b>LABOR RATES</b>
8 a.m.-5 p.m. M-F (local time)	\$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$334 per hour, 2 hours minimum

**The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:**

<b>SERVICE HOURS</b>	<b>LABOR RATES</b>
8 a.m.-5 p.m. M-F (local time)	\$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$668 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, Andrea M Ballou, holding the title and position of Sr. Customer Support Manager at the firm Motorola Solutions, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

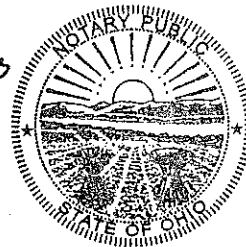
Andrea M Ballou  
AFFIANT

Subscribed and sworn to before me this 13<sup>th</sup> day of March 20 20

REGO  
(Notary Public),

Butler County.

My commission expires 23<sup>rd</sup> January 20 23



REGINA J DEVASSY  
Notary Public, State of Ohio  
My Comm. Expires Jan. 23, 2023

MAR 17 2020 ROWD  
RECEIVED ONR00000

# Resolution

Number 20-0451

Adopted Date March 17, 2020

APPROVE UPDATED ELECTRONIC MONITORING SERVICE AGREEMENT NO. 010320OVI WITH BI INCORPORATED FOR ELECTRONIC MONITORING/SERVICE ON BEHALF OF WARREN COUNTY COMMON PLEAS COURT SERVICES, COMMUNITY CORRECTIONS DIVISION

BE IT RESOLVED, to approve Updated Electronic Monitoring Service Agreement #010320OVI with BI Incorporated for electronic monitoring/service on behalf of Warren County Common Pleas Court Services, Community Corrections Division; said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a — BI Incorporated  
Community Corrections (file)  
Common Pleas (file)

**ELECTRONIC MONITORING SERVICE AGREEMENT  
AGREEMENT 010320OV1**

This Electronic Monitoring Service Agreement (“**Agreement**”) is made between BI INCORPORATED (“**BI**”), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and BOARD OF WARREN COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY COMMON PLEAS COURT, COMMUNITY CORRECTIONS DIVISION (“**Agency**”) with its principal place of business at 550 Justice Dr. Lebanon, OH 45036. This Agreement is effective as of the date of the last signature below (“**Effective Date**”). Capitalized terms in this Agreement have the meanings as set forth in Section 16, as defined where used in this Agreement, or if not in the foregoing, based on their context, as commonly used within the industry. The parties agree as follows:

**1. PURCHASE OF SERVICES.** Pursuant to the terms of this Agreement and orders accepted by BI, Agency may purchase, and BI shall sell to Agency certain Monitoring Services as listed on Exhibit A, attached hereto and incorporated herein.

**2. MONITORING SERVICE**

**2.1 Description.** The “**Monitoring Service**” as set forth in Exhibit A may include Equipment or Units, Software Applications, and/or access to BI’s central host computer system running the Software Applications. Units are issued to the customers or placed on Clients by the Agency. The Units communicate with the Software Applications through cellular telephone service or the Client’s landline telephone service, which are subject to the telco terms and conditions.

**2.2 System Maintenance.** Agency acknowledges that BI must perform periodic maintenance on the host computer systems. The system may be inaccessible during the performance of such maintenance. BI will exercise commercially reasonable efforts to notify Agency via e-mail or phone in advance of any such maintenance.

**3. BI’s SERVICES**

**3.1 Training.**

**3.1.1 Initial Training.** BI will provide an initial training session at no cost to Agency regarding the operation and use of the Monitoring Services elected. Agency is required to complete training prior to the commencement of marketing or selling the Monitoring Services under this Agreement. No login ID will be activated until and unless the assigned user has successfully completed training.

**3.1.2 BI TotalAccess Training.** All BI TotalAccess training sessions shall be conducted via a remote service such as web conferencing.

**3.1.3 Additional Training.** Additional training is available subject to applicable service fees.

**3.2 Agency Support.** BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, Monitoring Services, and overall operation of the electronic monitoring program. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and / or feedback.

**3.3 Rental Maintenance.** BI shall maintain the Equipment at its expense. Maintenance will be performed at BI’s facility. Notwithstanding such obligation, unless otherwise specified in Exhibit A, Agency shall be responsible for the replacement cost of lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency’s negligence or (ii) the damage or destruction of the Equipment by parties other than BI, including but not limited to Client’s mishandling of Equipment. Shipment shall be in accordance with BI’s Return Material Authorization (RMA) Policy described in subsection 4.5 below.

**3.4 Telecommunications Service.** Certain BI products require wireless telecommunications service (“**Telco Service**”) in order to transmit voice and/or data from the device. BI products requiring wireless telecommunications service include BI ExacuTrack One (commonly referred to as “**ET1**”), BI HomeGuard 206 (commonly referred to as “**HG206**”), BI TAD Plus Cellular (commonly referred to as “**TAD Cellular**”), and SoberLink2 (commonly referred to as “**SL2**”). BI products requiring Telco Service may change from time to time. Agency is responsible for payment to BI of charges for Telco Service. Failure to pay these charges may result in suspension or termination of Telco Service, without which the device cannot transmit monitoring or tracking information to Agency.



**3.5 Service Interruption.** The Monitoring Services are made available to Clients when the Equipment is in operating range of the provider of such Monitoring Services. In addition, Monitoring Services may be temporarily interrupted, refused or limited at any time because of transmissions limitations caused by atmospheric and topographical factors outside of BI's or service provider's control, or equipment modifications, upgrades, repairs or similar other activities. Individual data transmissions may be involuntarily delayed for a variety of reasons, including the above, weak batteries, system over-capacity, and the Client's movement outside of the service area.

#### **4. EQUIPMENT AND UNITS**

**4.1 Supplied by BI.** All orders for Units are subject to BI's reasonable review and acceptance consistent with this Agreement. BI shall have no liability to Agency with respect to orders that are not accepted. Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice from Agency of such need at least five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI hereunder shall be subject to all charges set forth in Exhibit A, as applicable. Agencies utilizing such BI supplied Equipment, and except as expressly set forth otherwise on Exhibit A, shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and tool kits (Unit activator, lead cutter, allen driver) to maintain Agency's electronic monitoring program in accordance with the prices set forth on Exhibit A.

**4.2 Supplied by Agency.** Agency may, subject to prior written approval by BI, supply its own equipment to be utilized in connection with the Monitoring Services. Any such equipment must be compatible with BI's host computer monitoring system. Equipment supplied by Agency will not be subject to the rental charges set forth in Section 6.1. All other charges as set forth in Section 6 are considered applicable and are payable by Agency in accordance with the terms and conditions set forth in Section 6. In no event is Agency entitled to Supplies for equipment owned or supplied by Agency.

**4.3 Inspection of Equipment.** Upon two (2) business days' prior notice, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting and observing its use, or conducting an inventory count.

**4.4 Freight.** BI will pay for the cost to ship Units and other Equipment, Supplies and accessories to Agency and to ship Units and other Equipment from Agency pursuant to the RMA policy below. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the full cost of such alternative shipping method.

**4.5 Return Material Authorization (RMA) Policy.** Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide Agency with ground delivery to BI's facility. Freight charges incurred by BI for Equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, without an RMA number, or not eligible for BI rental maintenance (e.g., Client or Agency damaged the Equipment) will be charged back to Agency. BI's Customer Business Services Department is available to the Agency Monday through Friday from 8:00 am to 5:00 PM Mountain Time by calling 1-800-241-5178.

#### **5. AGENCY'S OBLIGATIONS.**

**5.1** Agency represents and warrants during the Term that Agency shall:

- (i) retain complete authority and responsibility for Client selection, enrollment and alert management;
- (ii) be responsible for all liaison work with the involved courts and/or agencies;
- (iii) fulfill all Agency requirements to access and utilize the Monitoring Service;
- (iv) perform or oversee orientation and Equipment guidelines in compliance with applicable BI policies;
- (v) ensure that applicable Equipment responsibility and use forms are acknowledged and signed by the Clients prior to receipt of Equipment;
- (vi) be responsible for the proper use, management and supervision of Equipment; and
- (vii) ensure that users have completed training in access and use of the Monitoring Service, including BI TotalAccess.

**5.2** Agency represents and warrants during the Term that it shall: (1) notify its customers and Clients that Monitoring Services should only be used for the purposes and in the manner for which they were designed and supplied, and that warning notices should not be removed or obscured, (2) pass through all applicable Documentation provided by BI to its customers and Clients, (3) not remove or obscure any warning notices displayed on Equipment, (4) not breach any customer or Client agreement; (5) not mishandle or use the Monitoring Services in an unauthorized manner or authorize or promote a customer or Client to do so; (6) not use or promote

the use of any Monitoring Services in combination with equipment, software, or other items not intended or authorized for use with the Equipment, or in an application or environment for which they were not designed, or authorize or promote a customer or Client to do so; and (7), not make any statements, claims, representations or warranties relating to Monitoring Services, other than as authorized or made by BI in writing.

## 6. COST OF SERVICES

**6.1 Unit Rental Charge.** If renting Units from BI, Agency shall pay to BI a daily rental rate for each Unit, or component thereof as applicable, provided by BI (the "Unit Rental Charge"). The Unit Rental Charge is as set forth on Exhibit A, and may be revised on a periodic basis upon reasonable prior written notice from BI to Agency. Agency or its Clients continued use of the rented Units, or components thereof as the case may be, acknowledges and accepts such modified Unit Rental Charge.

**6.2 Service Charge.** In addition to the Unit Rental Charge, every Active Unit is subject to a daily service charge for the active Monitoring Service as set forth in Exhibit A. For every Active Day, Agency shall pay to BI an amount based upon the daily service charge.

**6.3 Payment Terms.** BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of invoice date. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.

**6.4 Taxes.** Agency represents that it is tax exempt and will provide BI such certificates, forms or other evidence of exempt status as may be necessary to satisfy the relevant tax authority. If Agency is not able to satisfy the relevant tax authority, then except for BI's net income, Agency will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services.

## 7. TERM, TERMINATION, RENEWAL

**7.1 Term.** The initial term of this Agreement is for one (1) year from the Effective Date, unless otherwise terminated as provided for herein (collectively, the "Term").

**7.2 Termination for Convenience.** This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notification to the other party.

**7.3 Notice.** Except as otherwise expressly set forth in this Agreement, all notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail, overnight international courier with tracking, or physically delivered by messenger. Notices shall be deemed received within five (5) days if sent by certified mail, and within one (1) day if sent by overnight international courier, and day of if delivered by messenger.

**7.4 Termination for Default.** This Agreement may be terminated by a party upon prior written notice to the other party if the other party defaults on any responsibility and/or obligation under this Agreement, or is in breach of the Agreement, and does not remedy such default or breach within thirty (30) days following the date of receipt of such notice.

**7.5 Return.** Upon expiration or termination of this Agreement, Agency shall immediately return all BI property due to BI. In the event BI's Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to BI ten dollars (\$10.00) per Unit per day until BI has all such Units and other property in its possession. BI is entitled to full payment for services rendered and accepted by Agency whether during the Term or thereafter.

**7.6 Survival.** The following sections (and their subsections) shall survive the termination of this Agreement: 6, 7.3, 7.5, 7.6, 8 through 16, and all defined terms used within the foregoing.

## 8. LIMITATION OF LIABILITY

**8.1** Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill its responsibilities set forth in this Agreement.

**8.2 Disclaimer of Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BI EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. BI EXPRESSLY DISCLAIMS THAT THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT ARE IMPERVIOUS TO TAMPERING, COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.

**8.3 Limitation of Damages.** IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT. BI'S DIRECT LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY AGENCY DURING THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE EVENT THAT GAVE RISE TO THE CLAIM.

**8.4 Acts.** IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.

**8.5 Telecom.** Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and land-line telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downtime or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

## 9. LIABILITY

**9.1 Liability.** Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

## 10. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

**10.1 Intellectual Property.** As between the parties hereto, BI shall retain all ownership interests in all parts of the Monitoring Services. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. All rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Equipment or Documentation.

**10.2 Confidential Information.** Unless otherwise required by law including but not limited to the Ohio Public Records Act, or by court order, Agency agrees to hold in confidence and not disclose to any party, other than authorized employees under similar terms of confidentiality as set forth herein, the Documentation or any confidential information or trade secrets of BI.

**10.3 Access.** BI will issue Agency a login ID and a password for use in accessing BI TotalAccess and the specific Client information for Agency. The confidentiality of the Monitoring Service and Client information is dependent upon Agency's careful and secure control of the login ID and password. Agency agrees to maintain its password as private and confidential and to take all reasonable measures to maintain the careful control and security of the login ID and password. Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Documentation or trade secrets hereunder, shall agree to be bound by confidentiality, nondisclosure, use, and copying restrictions consistent with those of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency's password or account.

**10.4 Prohibited Use.** Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and

update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology. Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the Term or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.

**10.5 Restricted Access.** Agency agrees not to make any attempt to gain any unauthorized access to any other user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and are deemed a material breach of this Agreement and may be reported to applicable authorities. All access to Software Applications are subscription based, and the rights to access such services expire upon the expiration of the applicable order or upon Agency's failure to pay for such services (i.e., services are not perpetual).

**11. INSURANCE.** Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish to the other a certificate of insurance or other evidence that the required insurance is in effect. Appropriate self-insurance may be substituted by Agency for coverage requirements hereunder.

**12. FORCE MAJEURE.** BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's reasonable control.

### **13. GENERAL**

**13.1 Agreement.** Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement and are hereby rejected by BI. The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement and the referenced attachments hereto. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

**13.2 Execution.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**13.3 Independent Contractor.** Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Agency shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party. Agency acknowledges that it has not paid a franchise fee of any kind to BI to enter into this Agreement. The parties acknowledge that there is no community of interest between Agency and BI.

**13.4 Compliance With Law.** Each party shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements (as each of the foregoing may be amended or modified from time to time) relating to or affecting this Agreement and Equipment.

**13.5 Previous Agreement.** Upon full execution of this agreement, Electronic Monitoring Service Agreement No. 032019MV2 shall terminate.

**14. GOVERNING LAW.** This Agreement shall be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

**15. ASSIGNMENT AND SUBCONTRACTING.** This Agreement may not be transferred or assigned by Agency or by operation of law to any other person, persons, firms, or corporation without the express written consent of BI. BI shall have the right to subcontract any and all services set forth under this Agreement, so long as BI remains primarily responsible hereunder.

16. **DEFINITIONS.**

16.1 “**Active Unit**” means a Unit which is assigned to a Client and activated in TotalAccess.

16.2 “**Active Day**” means any day, or any portion thereof, in which there is an Active Unit.

16.3 “**Authorized Personnel**” means those persons selected by Agency who are authorized to enroll Clients and select or adjust notification options.

16.4 “**Client**” means a person subject to Agency’s electronic monitoring program.

16.5 “**Confidential Information**” means any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.

16.6 “**Documentation**” means user guides, reference manuals, and other documentation provided by BI in connection with the Equipment, and Software Applications used under this Agreement. The Documentation is incorporated herein by this reference and will be provided upon execution of this Agreement.

16.7 “**Equipment**” or “**Unit**” means manufactured products and third party products provided by BI, including, but not limited to, GPS tracking devices, radio frequency monitoring devices, transmitters, Drive-BI Monitors, and alcohol monitoring devices.

16.8 “**GPS**” means a global positioning system.

16.9 “**Software Application**” means software applications made available by BI for use by Agency and/or Clients under this Agreement, including, but not limited to, BI TotalAccess®, BI Analytics™, and BI SmartLINK™.

16.10 “**Supplies**” means straps, latches, batteries, and similar items for the Equipment.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

**BI INCORPORATED**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

**BOARD OF WARREN COUNTY COMMISSIONERS  
ON BEHALF OF WARREN COUNTY COMMON  
PLEAS COURT, COMMUNITY CORRECTIONS  
DIVISION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM

Keith W. Anderson

Keith W. Anderson  
Asst. Prosecuting Attorney

**EXHIBIT A**

**MONITORING SERVICES**

- I. Spares Billing Deferment** - Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence for LOC8 XT.
- II. Lost & Damaged Equipment Billing** - See Attachment A to Exhibit A for annual lost and damage example.
- III. Equipment; Services and Fees** - Pursuant to Section 6 of the Electronic Monitoring Service Agreement, the cost to Agency for the services rendered by BI is as follows:

**A. TAD UNIT TERMS AND CHARGES:**

Service Type – Standard Automated

**TAD ALCOHOL ONLY CHARGES:**

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Alcohol Only Charge:	\$6.35	per Unit per day.

**TAD WITH RF CHARGES:**

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD with RF Charge:	\$6.35	per Unit per day.

**TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:**

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.35	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Unit Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Plus Cellular – Alcohol Only Charge:	\$7.70	per Unit per day.

**TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:**

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.35	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Plus Cellular – with RF Monitoring Charge:	\$7.70	per Unit per day.

**ADDITIONAL SERVICES:**

1. **TAD Unit No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, 10 inactive TAD unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD units in excess of the 10 spare(s) allowance, Agency will incur a \$4.35 charge per unit per day.
2. **No TAD Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Unit - \$1,750.00 each; HomeBase (non-cellular) - \$1,750.00 each. TAD Ankle Unit and HomeBase (non-cellular) = TAD Complete Unit.
3. **TAD Cellular HomeBase No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, 10 inactive TAD Cellular HomeBase(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBases in excess of the 15 spare(s)] allowance, Agency will incur a \$1.35 charge per unit per day.
4. **No TAD Cellular HomeBase Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBases. Replacement cost for the TAD Cellular HomeBase is \$2,250.00 each.
5. **Additional Supplies:** Fiber optic strap \$30.00.
6. **Reasonable Supplies:** BI will provide reasonable supplies for supply items excluding the fiber optic strap.

**B. SL2 UNIT**

<b>SL2 Unit Rental Charge:</b>	\$2.85	per day per Unit from BI inventory.
<b>SL2 Unit Monitoring Service Charge:</b>	\$2.60	per Unit per Active Day.
<b>Total SL2 Unit Charge:</b>	\$5.45	per Unit per day.

**ADDITIONAL SERVICES:**

1. **SL2 Unit No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, 6 inactive SL2 Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL2 Units in excess of the 6 spares allowance, Agency will incur a \$2.85 charge per unit per day.
2. **No SL2 Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged SL2 Units. Replacement cost for SL2 Units is \$800.00 each.
3. **SL2 Accessories:** BI will provide, at no charge to Agency, one (1) carrying case, one (1) charger, and five (5) mouthpieces per Unit supplied by BI. The cost of any additional chargers or carrying cases shall be borne by Agency. Carrying cases are \$15.00 each and chargers are \$10.00 each. A reasonable number of additional mouthpieces shall be provided as needed at no charge.
4. **SL2 Telco Service Charge:** SL2 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL2 units which have not incurred data usage fees for at least 180 consecutive days.

**C. LOC8 / LOC8 XT**

**Service Type – Standard**



**LOC8 / LOC8 XT Component Rental:** \$2.20 per day per Unit provided from BI inventory.

**OPTION A: LOC8 / LOC8 XT WITH 1.60.W15.C0.ZX SERVICE:**

LOC8 / LOC8 XT - GPS Collection Rate once 1 per minute, Data Transmission every 60 minutes, Wi-Fi Locate every 15 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

**LOC8 / LOC8 XT 1.60.W15.C0.ZX Service:** \$1.25 per day per Unit provided from BI inventory.

**LOC8 / LOC8 XT 1.60.W15.C0.ZX Total:** \$3.45 (total of LOC8 Components and  
LOC8 / LOC8 XT 1.60.W15.C0.ZX Service charges)

**OPTION B: LOC8 / LOC8 XT WITH 1.15.W5.C0.ZX SERVICE:**

LOC8 / LOC8 - GPS Collection Rate once 1 per minute, Data Transmission every 15 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

**LOC8 / LOC8 XT 1.15.W5.C0.ZX Service:** \$1.25 per day per Unit provided from BI inventory.

**LOC8 / LOC8 XT 1.15.W5.C0.ZX Total:** \$3.45 (total of LOC8 Components and  
LOC8 / LOC8 XT 1.15.W5.C0.ZX Service charges)

**OPTION C: LOC8 / LOC8 XT WITH 3.720.W15.C0.ZX SERVICE:**

LOC8 / LOC8 XT - GPS Collection Rate once every 3 minutes, Data Transmission every 720 minutes, Wi-Fi Locate every 15 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

**LOC8 / LOC8 XT 3.720.W15.C0.ZX Service:** \$1.25 per day per Unit provided from BI inventory.

**LOC8 / LOC8 XT 3.720.W15.C0.ZX Total:** \$3.45 (total of LOC8 Components and  
LOC8 / LOC8 XT 3.720.W15.C0.ZX Service charges)

**ADDITIONAL SERVICES:**

1. **LOC8 / LOC8 XT Unit No-charge Spare(s):** Each month during the term of the Agreement, Agency is entitled to keep up to, but not to exceed, Fifteen (15)] LOC8 Unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive LOC8 Units in excess of the Fifteen (15) spare(s) allowance, Agency will incur a \$2.20 charge per unit per day.
2. **No LOC8 / LOC8 XT Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged LOC8 Equipment.
3. **Replacement costs:** LOC8 Classic & LOC8 XT Tracking Unit - \$2,099.00 each; LOC8 Beacon (Classic Unit) - \$300.00 each; LOC8 XT Beacon & Charger Combo - \$300.00 each.
4. **Additional Supplies:** LOC8 (Classic Unit) Wall Charger - \$49.00 each; LOC8 Pod Battery - \$35.00 each.  
LOC8 XT Wall Charger - \$95.00; LOC8 XT Transfer Battery - \$95.00 each.
5. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.



# Resolution

Number 20-0452

Adopted Date March 17, 2020

AWARD THE BID FOR THREE (3) NEW 2020 ½ TON EXTENDED CAB 4 X 4 PICKUP TRUCKS FOR WARREN COUNTY GARAGE

WHEREAS, bids were closed at 9:00 a.m., February 18, 2020, and the bids received were opened and read aloud for Three (3) New 2020 ½ Ton Extended Cab 4 X 4 Pickup Trucks For Warren County Garage; and the results are on file in the Commissioner's Office; and

WHEREAS, upon review of such bids by Andy Russell, Chief Mechanic at the Warren County Garage, McCluskey Chevrolet, has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon the recommendation from Andy Russell, that bid is awarded to McCluskey Chevrolet, 9673 Kings Auto Mall Road, Cincinnati, Ohio, for a total bid price of \$89,658.00.

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: Garage (file)  
OMB Bid file

# Resolution

Number 20-0453

Adopted Date March 17, 2020

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/12/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 20-0454

Adopted Date March 17, 2020

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH ERBECK DEVELOPMENT COMPANY, LTD. FOR KENSINGTON, PHASE 2, BLOCK "B", SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

## RELEASE

Bond Number	:	19-001 (W/S)
Development	:	Kensington, Phase 2, Block "B"
Developer	:	Erbeck Development Company, LTD.
Township	:	Deerfield
Performance Security	:	\$ 23,809.50
Performance Bond No	:	0222385
Surety Company	:	Berkley Insurance Company

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Erbeck Development, 3940 Olympic Blvd, Suite 100, Erlanger, KY 41018  
Berkley Insurance Company, 412 M. Kemble, Suite 310N, Morristown, NJ 07960  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 20-0455

Adopted Date March 17, 2020

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH ERBECK DEVELOPMENT COMPANY, LTD FOR KENSINGTON, PHASE 1, BLOCK "A", SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

## RELEASE

Bond Number	:	18-008 (W/S)
Development	:	Kensington, Phase 1, Block "A"
Developer	:	Erbeck Development Company, LTD.
Township	:	Deerfield
Amount	:	\$37,273.85
Surety Company	:	RLI Insurance Company (CMS0330477)

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Erbeck Development Co. LTD., 3940 Olympic Blvd., Suite 100, Erlanger, KY 41018  
RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 20-0456

Adopted Date March 17, 2020

## APPROVE VARIOUS RECORD PLATS

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

- Clearcreek Reserve Revision 1 – Clearcreek Township

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 20-0457

Adopted Date March 17, 2020

ACCEPT AN AMENDED CERTIFICATE, CREATE NEW FUND #4438, APPROVE A SUPPLEMENTAL APPROPRIATION AND APPROVE A CASH ADVANCE FOR NB COLUMBIA/3C RIGHT TURN LANE PROJECT

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the NB Columbia/3C Right Turn Lane Project, an amended certificate, create a new fund number and a supplemental appropriation and a cash advance needs to be accepted; and

NOW THEREFORE BE IT RESOLVED, to create Fund #4438 and accept an Amended Certificate from the Budget Commission in the amount of \$40,000.00 for the NB Columbia/3C Right Turn Lane Project; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation and cash advance for the Engineer's Fund #4438 NB Columbia/3C Right Turn Lane Project; and

## Supplemental Appropriation

\$40,000.00 into 44383120-5320 (Capital Purchases)

## Cash Advance

\$40,000.00 from 2202-45556 (Advances of Cash Out)  
into 4438-45555 (Advances of Cash In)

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Amended Certificate file  
Supplemental App. file  
Cash Advance file  
Engineer (file)



# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

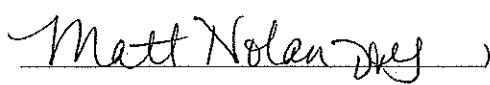
Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, March 11, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Projects	Jan. 1st, 2020	Taxes	Other Sources	Total
NB Columbia/3C Right Turn Lane	\$0.00		\$40,000.00	\$40,000.00
Fund 4438				
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,000.00</b>	<b>\$40,000.00</b>

  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission  
 \_\_\_\_\_ )

# Resolution

Number 20-0458

Adopted Date March 17, 2020

APPROVE A CASH ADVANCE FROM THE COUNTY MOTOR VEHICLE FUND #2202 INTO THE KING AVENUE BRIDGE PROJECT FUND #4437.

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the Fields Ertel Road Improvement Project has requested a cash advance until monies are received from fund #2202; and

WHEREAS, said cash advance will be repaid upon receipt of said funds from fund #2202; and

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance:

\$300,000.00 from 2202-45556 (Advances of Cash Out)  
into 4437-45555 (Cash Advance In)

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ✓  
Cash Advance File  
Engineer (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-0459

Adopted Date March 17, 2020

APPROVE A SUPPLEMENTAL APPROPRIATION WITHIN HUMAN SERVICES FUND  
2203

BE IT RESOLVED, to approve the following supplemental appropriation:

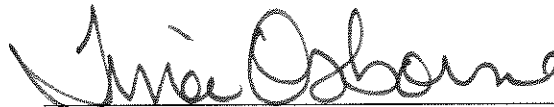
\$26,000.00 into 22035310 5317 (Non Capital Purchases)

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Supplemental App. file  
Human Services (file)

# Resolution

Number 20-0460

Adopted Date March 17, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE WATER REVENUE FUND  
NO. 5510

WHEREAS, the Water and Sewer Department incurs vacation and sick leave payout due to retirement of employees; and

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

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

\$7,500.00    from    55103200-5998    (RESERVE/CONTINGENCY)  
                  into    55103200-5881    (SICK LEAVE PAYOUT)

\$15,000.00    from    55103200-5998    (RESERVE/CONTINGENCY)  
                  into    55103200-5882    (VACATION LEAVE PAYOUT)

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

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

# Resolution

Number 20-0461

Adopted Date March 17, 2020

SET AND ADVERTISE PUBLIC HEARING #2 TO DESIGNATE PROJECTS WARREN COUNTY INTENDS TO FUND FOR THE FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) URBAN ENTITLEMENT PROGRAM

BE IT RESOLVED, to authorize the Clerk to advertise one time in a newspaper of general circulation Notice of Public Hearing #2 for FY 2020 Community Development Block Grant (CDBG) Urban Entitlement Program; said hearing scheduled for April 14, 2020 at 9:15 a.m., in the Warren County Commissioners Meeting Room; and

BE IT FURTHER RESOLVED, for said advertisement to list the following projects that Warren County intends to fund for the FY 2020 CDBG Urban Entitlement Program:

\$ 87,600	Franklin Township – Grandview Paving Project
\$ 16,180	Harveysburg Community Historical Society Community Center
\$ 253,520	Lebanon – Summit & Highland Ave. Project
\$ 200,000	Union Township – Lebanon Road Project
\$ 80,000	South Lebanon – Lebanon Road Project
\$ 100,000	Morrow – Phegley Park Project
\$ 42,000	Warren County Abuse & Rape Crisis Shelter
\$ 68,700	Interfaith Hospitality Network
\$ 80,000.00	Administration & Fair Housing

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)

# Resolution

Number 20-0462

Adopted Date March 17, 2020

**PROHIBIT ANY EVENT OR CONVENING THAT COULD POTENTIALLY BRING TOGETHER FIFTY (50) OR MORE PERSONS AT THE SAME TIME IN A ROOM DESIGNED FOR MEETINGS AND CONFERENCES IN THE WARREN COUNTY ADMINISTRATION BUILDING OR ANY OTHER COUNTY OWNED OR OPERATED BUILDINGS AND FACILITIES PURSUANT TO DIRECTOR OF THE OHIO DEPARTMENT OF HEALTH ORDER TO LIMIT AND/OR PROHIBIT MASS GATHERINGS IN RESPONSE TO THE COVID-19 PANDEMIC**

**WHEREAS**, in response to the COVID-19 pandemic, on March 12, 2020, the Director of the Ohio Department of Health issued an Order to Limit and/or Prohibit Mass Gatherings in the State of Ohio defined as an event or convening that brings together one hundred (100) or more persons in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, theater, or any other confined indoor or outdoor space; and,

**WHEREAS**, on March 16, 2020, the Director of the Ohio Department of Health amended her prior Order by re-defining the number to fifty (50) or more persons; and,

**WHEREAS**, in accordance with section 3701.56 of the Ohio Revised Code, a county shall enforce quarantine and isolation orders, and the rules the department of health adopts; and,

**WHEREAS**, in order to comply with the said Orders, and further the Board finds that in the interest of public health, it is necessary to prohibit any event or convening that could potentially bring together fifty (50) or more persons at the same time in a room designed for meetings and conferences in the Warren County Administration Building or any other County owned or operated buildings and facilities.

**NOW THEREFORE BE IT RESOLVED**, by the Board of County Commissioners of Warren County, Ohio, at least a majority of all its members casting a vote concur as follows:

- 1) Except as otherwise provided herein, any event or convening in a meeting or conference room located in the Warren County Administration Building or any other County owned or operated buildings or facilities that could potentially bring together fifty (50) or more persons at the same time is prohibited until such time as this Resolution may be amended or rescinded.
- 2) Until such time as this Resolution is amended or rescinded, any public hearing or quasi-judicial proceeding that is scheduled now or in the future to be held in a meeting or conference room in the Warren County Administration Building or any other County owned or operated buildings or facilities may be opened only for the purpose of continuing such hearing or proceeding in progress.
- 3) For purposes of clarity, this Resolution applies only to conference and meeting rooms, it does not apply to the use and operation of a public office in the County Administration Building

or other buildings and facilities owned or operated by the County, or the use and operation of a courthouse or jail.

- 4) All action taken relating to and this Resolution is an administrative act by the Board.
- 5) The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.
- 6) All action taken relating to and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.
- 7) The Clerk shall cause a copy of this Resolution to be posted in conspicuous places in the County Administration Building and all other County owned buildings and facilities, and deliver an electronic copy to all elected officials and department heads.

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

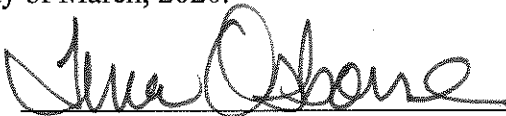
Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

The undersigned, being duly appointed Clerk of the Board of County Commissioners of Warren County, Ohio, does hereby certify that the foregoing is a true and accurate copy of the original Resolution adopted by the Board on 17<sup>th</sup> day of March, 2020.

  
Tina Osborne, Clerk  
Board of County Commissioners  
Warren County, Ohio

cc: Elected Officials  
Department Heads

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-0463

Adopted Date March 17, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JONATHAN YOUNG WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Jonathan Young, Water Distribution Worker III, Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective March 24, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Jonathan Young's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$21.88 per hour effective pay period beginning March 28, 2020.

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
J. Young's Personnel File  
OMB – Sue Spencer



# Resolution

Number 20-0464

Adopted Date March 17, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JODI DAVIS WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Jodi Davis, Assistant Business Manager, Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective March 17, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Jodi Davis' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$22.21 per hour effective pay period beginning March 28, 2020.

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
J. Davis' Personnel File  
OMB – Sue Spencer

# Resolution

Number 20-0465

Adopted Date March 17, 2020

RESCIND RESOLUTION 20-0103 ACCEPTING THE RESIGNATION, DUE TO RETIREMENT, OF JOHN WARE, WATER TREATMENT SYSTEM SUPERINTENDENT, WITHIN THE WATER AND SEWER DEPARTMENT EFFECTIVE MARCH 31, 2020

WHEREAS, the Board accepted John Ware's resignation due to retirement by resolution #20-0103 adopted on January 21, 2020; and

WHEREAS, John Ware and the Sanitary Engineer have agreed to rescind his resignation due to the COVID 19 pandemic to assist the department with the appropriate required staffing for a duration time until a replacement has been hired and /or there is no longer a staffing need; and

NOW THEREFORE BE IT RESOLVED, to rescind resolution 20-0103, accepting the resignation, due to retirement, of John Ware, Water Treatment Systems Superintendent, within the Water and Sewer Department.

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

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

Resolution adopted this 17<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)  
John Ware's Personnel File  
OMB – Sue Spencer  
OMB – Tammy Whitaker

# Resolution

Number 20-0466

Adopted Date March 17, 2020

APPROVE AMENDMENT TO THE WARREN COUNTY COMPREHENSIVE PLAN TO INCLUDE THE EASTERN TURTLECREEK AREA PLAN

WHEREAS, this Board met the 3<sup>rd</sup> day of March 2020, and again this 17<sup>th</sup> day of March 2020, to consider an amendment to the Warren County Comprehensive Plan to include the Eastern Turtlecreek Area Plan; and

WHEREAS, this Board has considered the testimony presented by the Warren County Regional Planning Commission, the Turtlecreek Township Trustees and all those present to speak relative to this amendment; and

NOW THEREFORE BE IT RESOLVED, to approve an amendment to the Warren County comprehensive Plan to include the Eastern Turtlecreek Area Plan; copy of said Area Plan attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

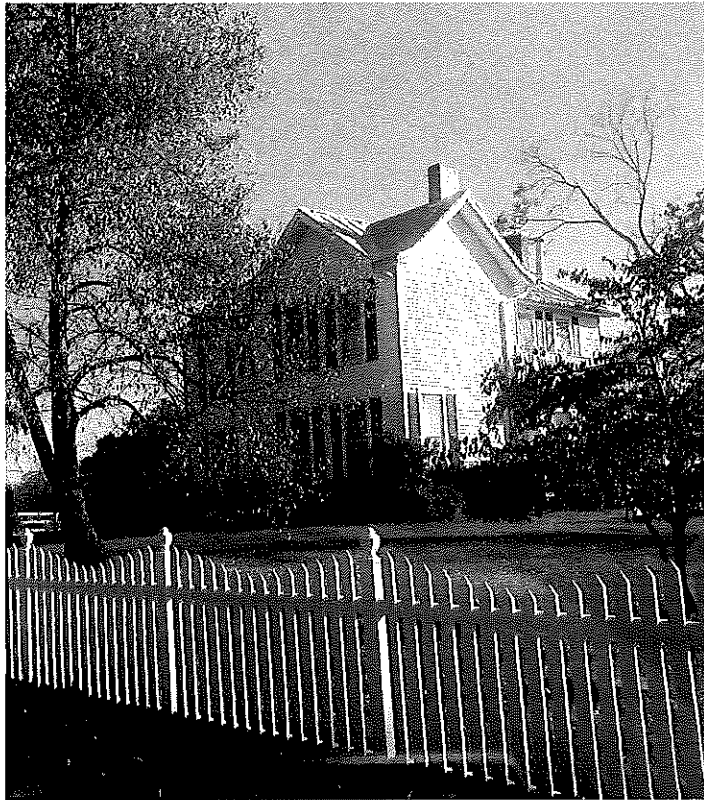
/tao

cc: RPC  
RZC (file)  
Public Hearing file  
Turtlecreek Township Trustees

# EASTERN TURTLECREEK AREA PLAN

RURAL ESTATE DISTRICT

2019



TURTLECREEK  TOWNSHIP

Est. 1804

# ACKNOWLEDGMENTS

The Warren County Regional Planning Commission would like to thank the following individuals for their valuable assistance, input, and guidance in developing this Plan.

## **TURTLECREEK TOWNSHIP TRUSTEES**

Daniel Jones | Jonathan Sams | James Vandegrift

## **TOWNSHIP STAFF**

Tammy Boggs | Amanda Childers | Steve Flint

## **PLAN PARTICIPANTS**

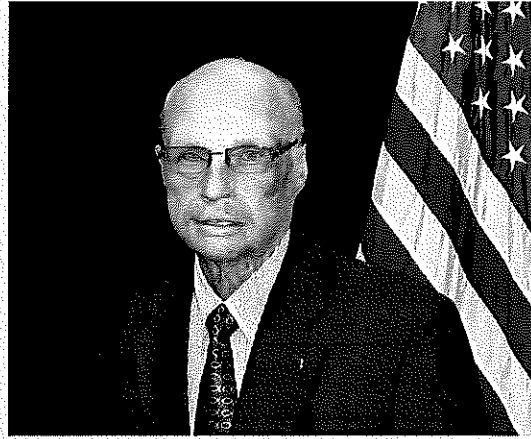
Al & Sue Armstrong	Debbie Rigg
Debi Bowles	Michael Shaffer
Scott Brunka	Martha Sharts
Michael Caruso	John Smith
Amanda Childers	Meredith Snyder
Daniel Cunningham	Libby Swiger
Jeff Eichhorn	Michelle Tegtmeier
Fred Grimm	Doug Tepe
Jen Harper	Karen Trapp
Larry Hollingshead	Kurt Weber
Justin Latham	David Woehr
David Mick	Mike Yetter
Dave Moran	

## **WARREN COUNTY REGIONAL PLANNING COMMISSION**

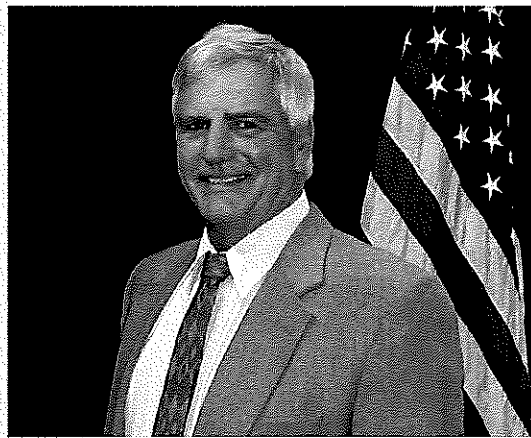
Sharon Coffman | Ryan Cook | Hadil Lababidi | Doug Obringer  
Greg Orosz | Robert Ware | Stan Williams | Breanna White



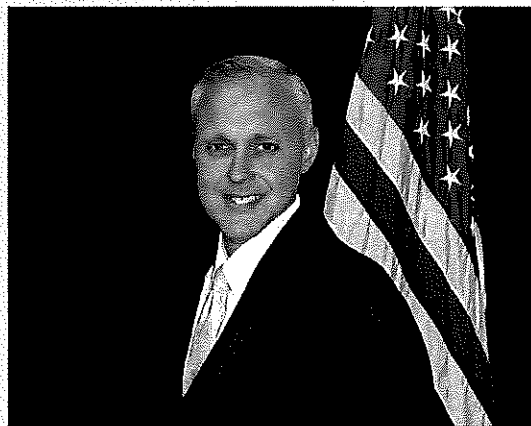
# TURTLECREEK TOWNSHIP TRUSTEES



James Vandegrift



Daniel Jones



Jonathan Sams





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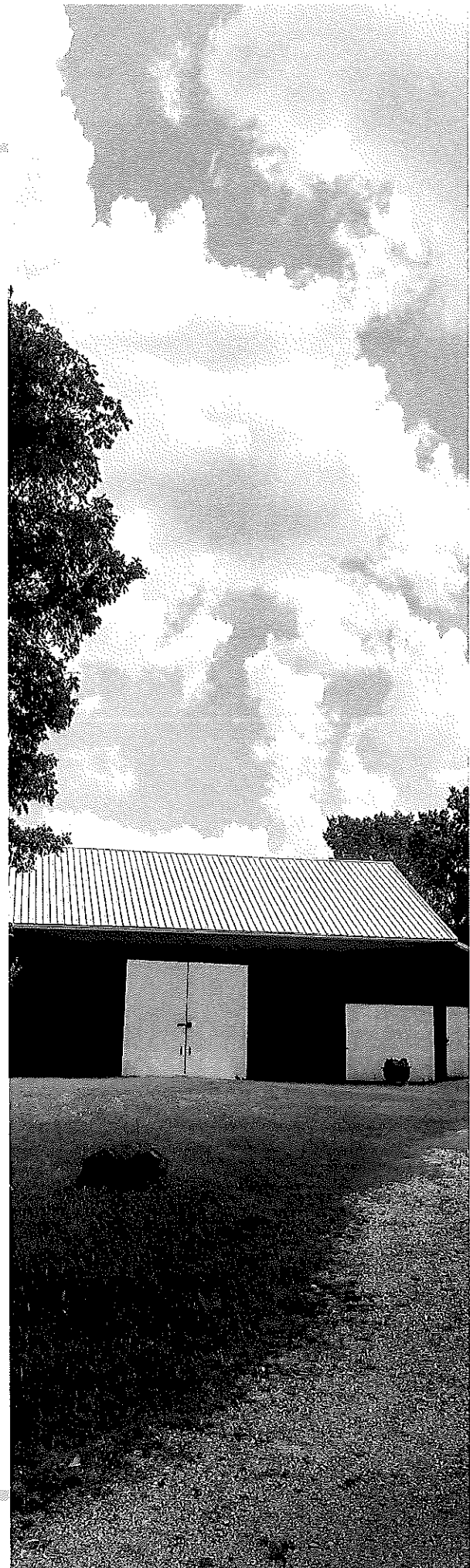
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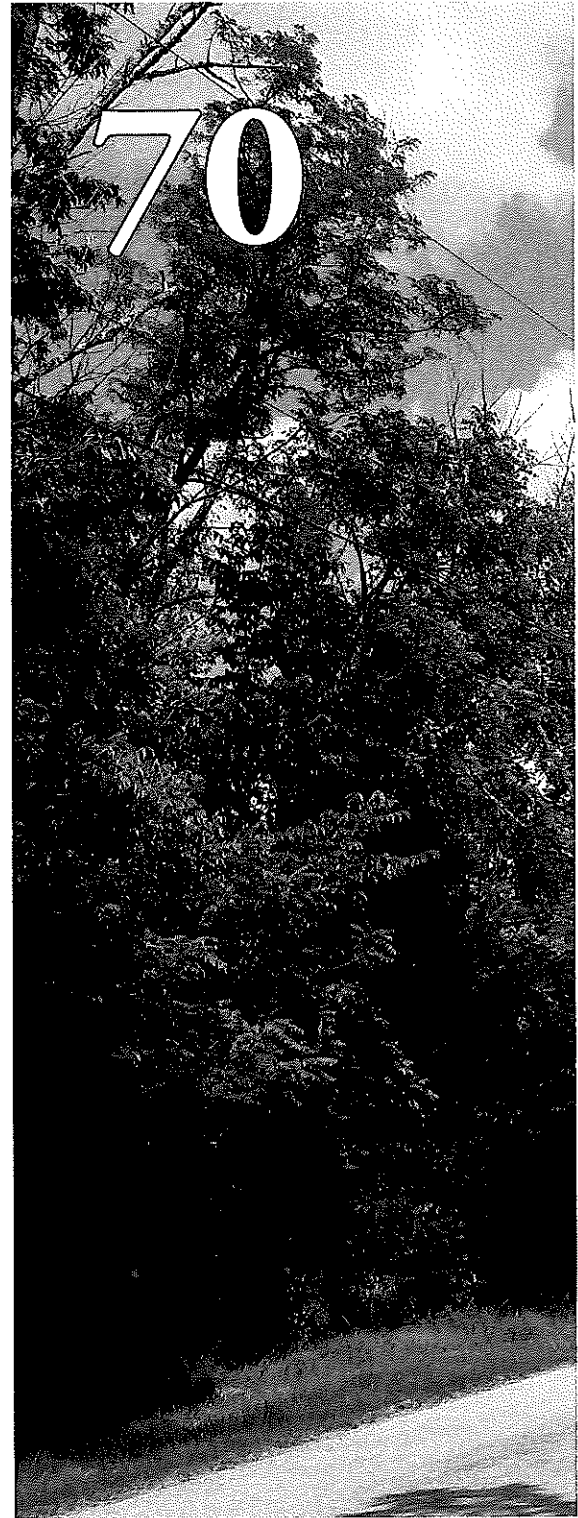
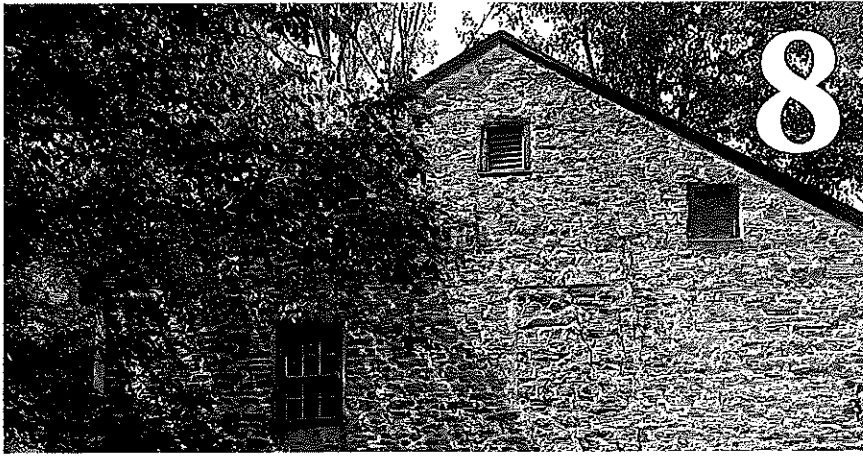
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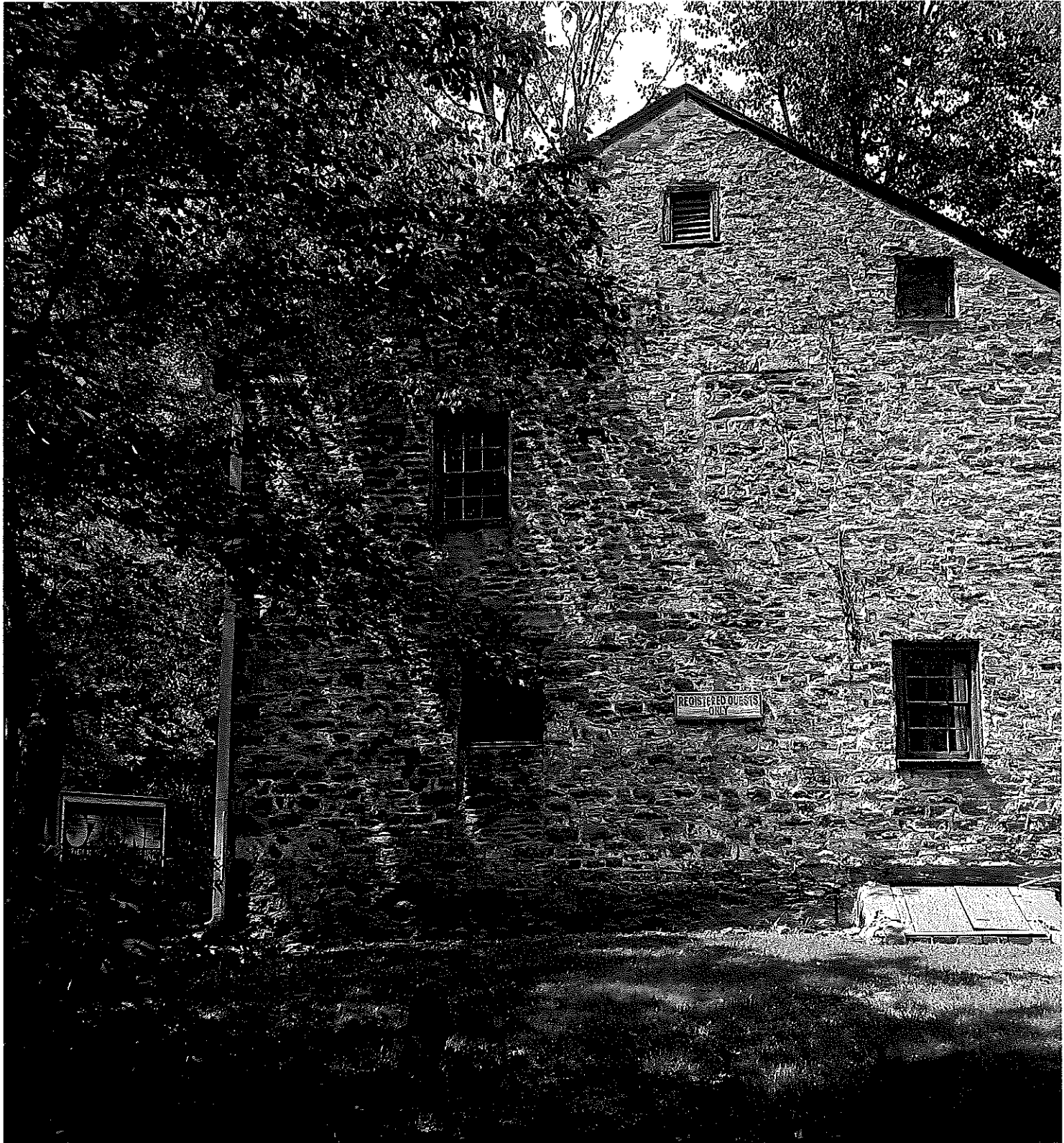




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# CHAPTER 1 INTRODUCTION

Eastern Turtlecreek Township encompasses approximately twenty-five square miles extending from the City of Lebanon to the Little Miami River.

The eastern portion of the Township represents approximately 41% of the land area of Turtlecreek Township and has a population of approximately 4,500 people (2016 Census data estimate), which is approximately 29% of the Township's population. Most of the residents in Eastern Turtlecreek Township are concentrated along State Route 123 and along State Route 42, close to the City of Lebanon.

Agriculture is the predominant land use. Farms and woodlands dominate the landscape, sprinkled with low density, large-lot residential development. Agricultural development in the area varies from small farms in the west to enterprises of several hundred acres in the east. This type of rural development appeals to residents looking for the pastoral nature that rural living entails. Here residents find a sense of community in the rural setting with many properties containing stables or barns and engage in various types of livestock and agriculture. Additionally, a wide range of non-residential, but compatible development is accommodated within the community. These uses include plant nurseries, churches, event centers, civic uses, horse breeding, boarding and training facilities. Generally, the commercial service needs of residents are met within the City of Lebanon, the Village of Waynesville, and the City of Mason.





## COMMITMENT TO THE RURAL COMMUNITY

**T**here is limited infrastructure available to support drastic growth and this plan addresses the infrastructure improvement and extension policies needed to support a rural vision. Roads are owned and maintained by several governmental entities including the state and county.

Potable water and sewerage disposal are provided by wells, central water service, and septic tanks located on site. Only limited areas of the community (Cedar Trace subdivision and Genntown) have access to central sewer from the City of Lebanon.

The preservation of natural resources is an important component of the Plan. The Little Miami River, farms, forests, open space views, and abundant natural resources are among the most valued features of the community and form the area's distinctive character. Eastern Turtlecreek provides places for agriculture, forestry, protection and preservation of natural resources, and tourism. Thus it is important to retain these aspects of Eastern Turtlecreek's rural heritage. Preservation of the area's rural character is also essential to the County, which relies on its scenic beauty and natural resources to support its quality of life and tourism.

During stakeholder interviews, participants identified agricultural uses, low density residential, and conservation of natural resources as the preferred direction for Eastern Turtlecreek. These uses have an important and longstanding impact to the environment, heritage and economy of the area. There is a mutually supportive relationship between the uses, and all three provide great value. Some of the benefits include local agricultural enterprise, the beneficial contributions of the conservation lands to a clean and abundant water supply, scenic landscapes, and preservation of wildlife habitat, all of which are fundamental to a healthy and diverse County economy and quality of life.

Many of these qualities are so interrelated it makes it difficult to separate one feature from another. For example, in order for eco-tourism to thrive, natural and historic resources must be preserved. For agriculture to be successful, land ownership must be relatively un-fragmented and agricultural soils must be available. It is essential to recognize that any decision to modify the landscape would affect the overall rural character of the area.

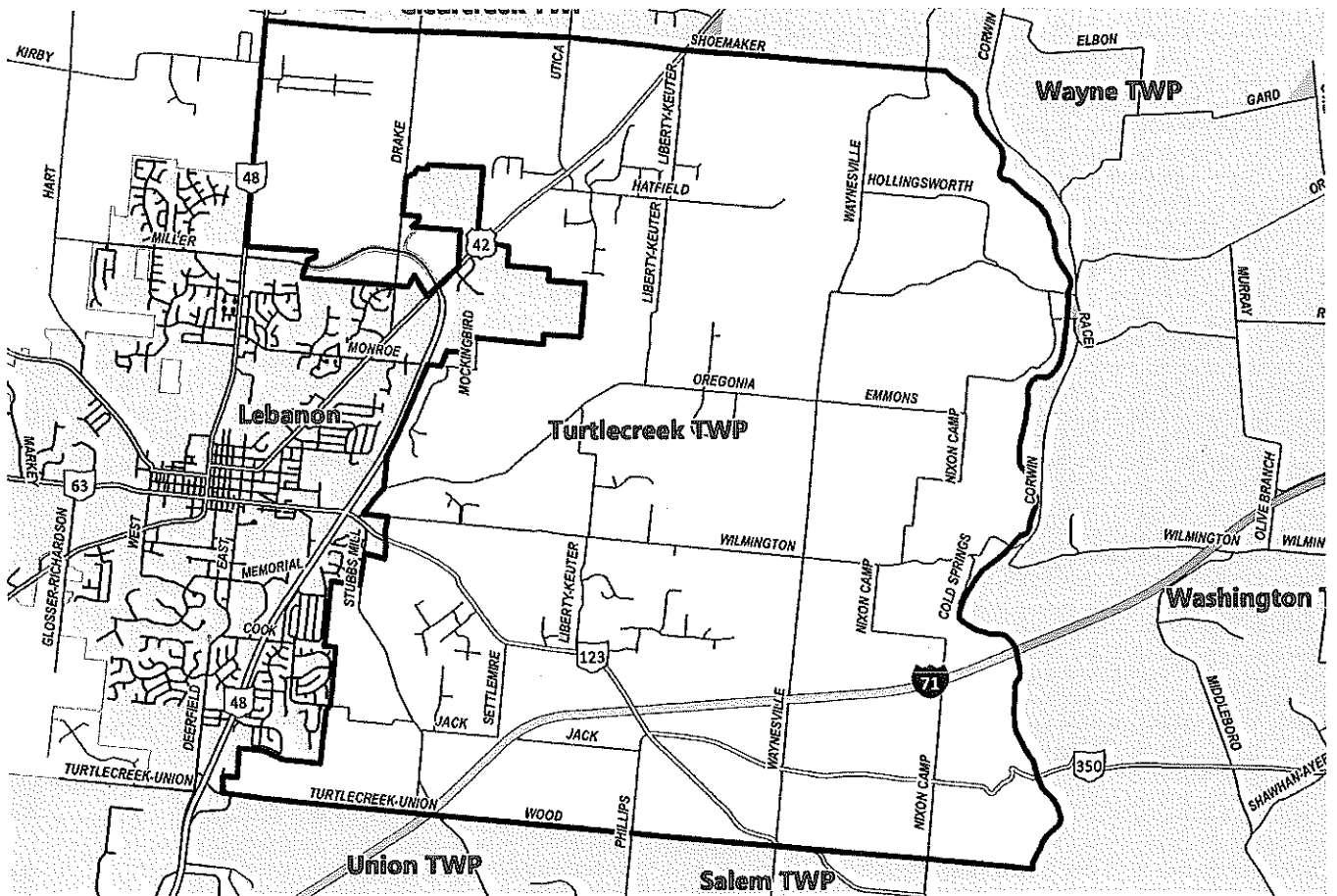
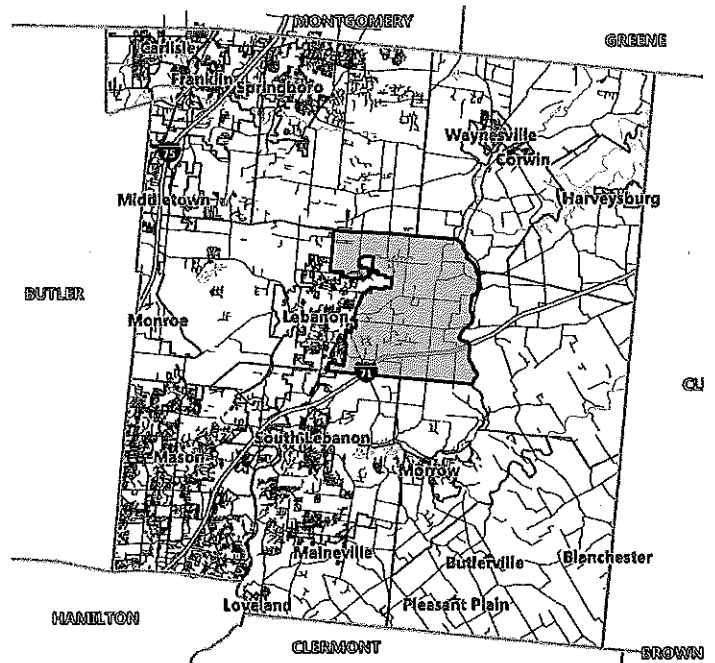
Views of the Little Miami River, the first State and National Scenic River in the State of Ohio.

**A scene of a beautiful historic farm. A typical Eastern Turtlecreek vista.**

# Study Area

The Eastern Turtlecreek study area is generally located east of State Route 48 and between the City of Lebanon and the Little Miami River.

The study area boundary includes the Township's northern and southern boundaries. The area also includes the Genntown community and the Interstate 71 and SR 123 interchange. The area encompasses approximately 25 of the 60.94 total square miles of the Township.



## EXISTING PLANS

Turtlecreek Township has a strong planning history. The Township has consistently committed to the development of long-range plans for the Township and they fully understand the advantages of planning for the future. Many of the major policies and directions of past plans are still valid and accurate. Therefore, it is important for the Eastern Turtlecreek Plan to build on the past success of previous Plans. The following is a summary of previous plans that affect the Eastern Turtlecreek planning area.

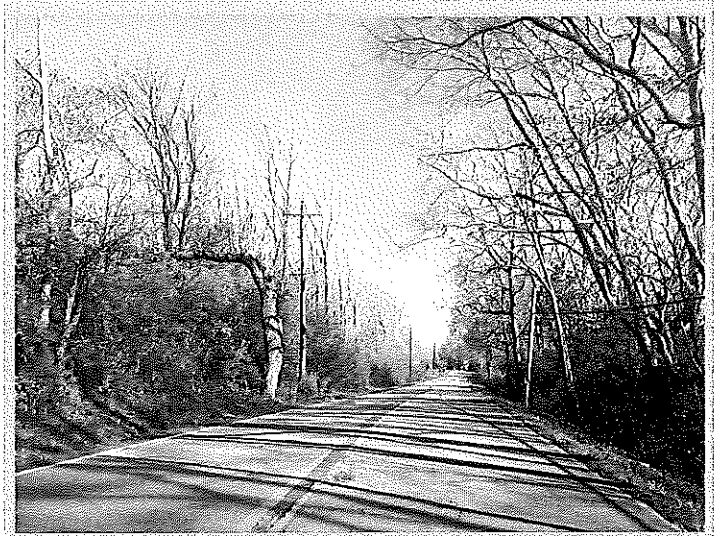
### Warren County Comprehensive Plan (2011)

The 2011 Plan identifies Eastern Turtlecreek Township as primarily Agricultural-Rural Residential in order to preserve the rural character of Eastern Warren County. The two primary goals of the County's Future Land Use Plan for this area are to:

1. Establish a balance between growth and maintaining the desired character of the community.
2. Provide a land use pattern capable of meeting the Social, economic, and environmental needs of residents and local institutions. The 2011 Plan identifies most of Eastern Turtlecreek Township as primarily "Agricultural-Rural Residential", in order to preserve the rural character of Eastern Warren County.

### Warren County Parks, Recreation, and Open Space Plan (2008)

The Parks, Recreation, and Open Space Plan adopted in 2008, is an element of the Warren County Comprehensive Plan. During the planning process, one of the largest requests from citizens was to develop multi-use trails. Of the 350 responses to a community survey, 264 (75%) indicated that paved walking and biking trails were important and 179 (51%) indicated that non-paved walking/biking trails were important. Based on the results of this survey, the Plan recommends development of more multi-use trails across the county that connects parks, schools, and business districts.



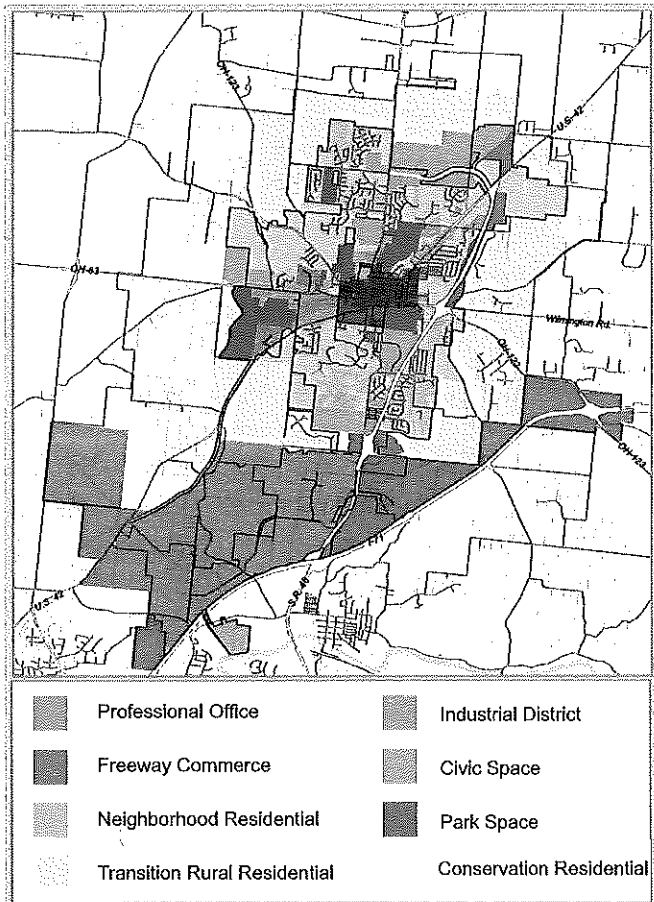
## City of Lebanon 2008 Comprehensive Plan

The City of Lebanon Comprehensive Plan recognizes the bucolic aesthetic of the land outside the existing corporate boundaries and how this contributes to the small town feeling in Lebanon. The plan states that:

***"Preserving the rural vistas and open spaces as development occurs will protect the pastoral character."***

The plan encourages the use of conservation designed subdivisions in exurban areas because it promotes the protection of natural resources, preserves rural character and open vistas, and provides recreation and green space opportunities for the entire community.

**Map 1.1 Lebanon Land Use**



The 71 & 123 Interchange Area is designated as "Freeway Commerce." This designation is applied to select areas with freeway frontage and convenient access that may accommodate large office development and corporate headquarters. The plan states that the area around the interchange is important to define the arrival into Lebanon and to offer a positive first impression. The Plan supports the establishment of gateways that incorporate signage, landscaping (native plants), and/or a monument feature that compliments the natural setting of the location.

The area west of the high school is designated as Professional Office. Beyond these two areas, the immediate areas surrounding the City are designated as either Transitional Rural Residential or Conservation Residential. The goal of both designations is to ensure that growth occurs in a manner that preserves the rural character surrounding Lebanon and promote preservation of natural features.

## 71 & 123 Area Plan (2013)

The purpose and intent of the 71/123 Area Plan is to direct growth and investment to ensure that future development at the I-71/SR 123 Interchange is of quality. The Plan was completed and adopted by the Warren County Commissioners on February 5, 2013.

The vision statement of the Plan is stated below:

***"The goal of the 71/123 Area Plan is to enhance the economic environment of the interchange by attracting a mix of quality industrial and commercial businesses in a sound, aesthetically pleasing manner, while mitigating negative impacts on surrounding residential areas."***

Then as now, the purpose of the JEDD was to attract higher quality development to the interchange by jointly providing government services. Throughout the proposal process, the City and Township documented the existing conditions of the area and identified the potential issues, challenges, and considerations.





# DEMOGRAPHICS

## KEY FACTS

4,769

Population



2.7  
Average Household Size

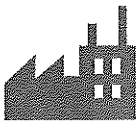
45.5

Median Age

\$89,331

Median Household Income

## BUSINESS



95

Total Businesses



1,003

Total Employees

## INCOME



\$89,331

Median Household Income



\$46,565

Per Capita Income



\$358,968

Median Net Worth

## EDUCATION

2%

No High School Diploma



23%  
High School Graduate



27%  
Some College



48%  
Bachelor's/Grad/Prof Degree

## EMPLOYMENT

75%

White Collar



Blue Collar



Services

14%

11%

3.3%

Unemployment Rate

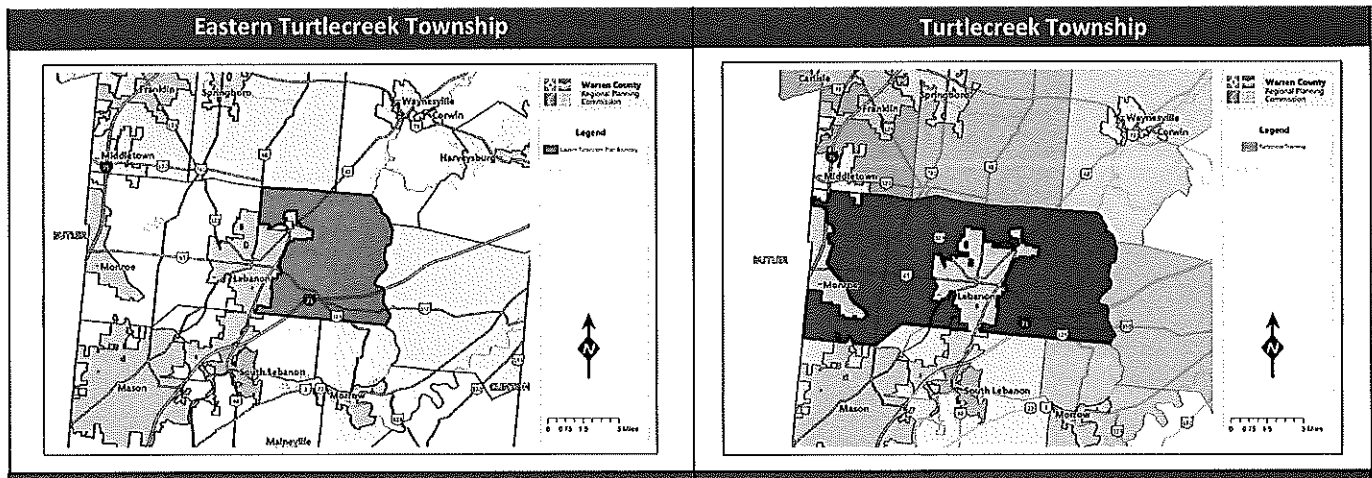
## Households By Income

The largest group: \$50,000 - \$74,999 (23.6%)

The smallest group: \$25,000 - \$34,999 (2.8%)

Indicator	Value	Difference	
<\$15,000	4.4%	-1.0%	
\$15,000 - \$24,999	3.9%	-2.0%	
\$25,000 - \$34,999	2.8%	-3.6%	
\$35,000 - \$49,999	9.7%	-0.4%	
\$50,000 - \$74,999	23.6%	+4.8%	
\$75,000 - \$99,999	9.1%	-4.9%	
\$100,000 - \$149,999	13.3%	-6.3%	
\$150,000 - \$199,999	17.5%	+8.1%	
\$200,000+	15.9%	+5.5%	

# BOUNDARY MAP COMPARISON



# Public Outreach

A multi-step approach was implemented to achieve the maximum amount of public input.

## PUBLIC PARTICIPATION

The primary goal for the public participation process was to provide opportunities for residents, stakeholders, and interested parties to learn about and help shape policies and strategies through an engagement process that is open, inclusive, accessible, and recognizes residents and stakeholder perspectives. The planning process began in the Summer of 2018, with the intention that the community, through a steering committee, would be instrumental in the development of the Eastern Turtlecreek Plan. The planning process utilized an asset-based approach to planning, a positive way to identify issues within the area, and to celebrate the assets and qualities that make Eastern Turtlecreek special. One of the most important aspects of the process was to protect and reinforce what is good about the area, while addressing the concerns that cause distress for residents and perpetuate negative perceptions.

## Steering Committee

A steering committee consisting of interested township residents and stakeholders was created to focus on specific issues such as land use, traffic, utilities, and parks. In addition, subcommittees were formed for two focus areas - Genntown and the SR123 & 71 JEDD area. Each committee had access to personnel from the RPC, County, and Township departments to assist in the process of information gathering and decision making. The committees met monthly to develop a vision, goals, and strategies for community review. Each meeting was designed to encourage participation and interaction among participants. Throughout the process there was continual communication between the committees, the Township, and Warren County to coordinate efforts.

## Project Website

Throughout the planning process, the project team used a project website ([easternturtlecreekplan.com](http://easternturtlecreekplan.com)) to inform residents and stakeholders about upcoming meetings and to engage the community in conversations and mapping. Additionally, as part of the public engagement process, a survey was administered Online via the project website. The survey results were available at the kick-off meeting and at each community workshop.



## Stakeholder Interview

As part of the engagement process, the project team conducted numerous stakeholder interviews with various residents, government agencies, and organizations located within the study area. These conversations included home owners associations, business owners, the Lebanon City School's District, Warren County Parks and Recreation, among other community partners. Below are some of reoccurring themes from these conversations:

### Housing

- Estate style homes. Low density - Large Lot
- Scattered subdivisions - Timber Creek, Hickory Meadows, and Deer Run subdivision examples.
- Higher density near the City of Lebanon and move to lower density as you go east.

### Commercial

- Access to restaurants (non fast food).
- Genntown commercial expansion.
- Commercial services are located in Lebanon.
- Commercial development high quality.
- Protect residential uses from industrial encroachment.

### Infrastructure/Roads

- Lower density limits the need for improvements.
- Road improvements around 123 and 71.
- Fix 123 S curve.
- Maintain the character of SR 350.
- Safety improvements at dangerous intersections.
- Sees additional fire services needed as the area develops.

### Recreation

- Reserve park land now before it develops.
- Bike path from Little Miami River to Lebanon.
- Land trust and nature grants to preserve land.
- Farm park/ 4H facility.

### Utilities

- Water/Sewer service.
- Utility service out to I-71.
- Fire service.

### Community Identity

- Preserve agricultural lands. Encourage agritourism.
- Unique and appropriate rural gateway signage.

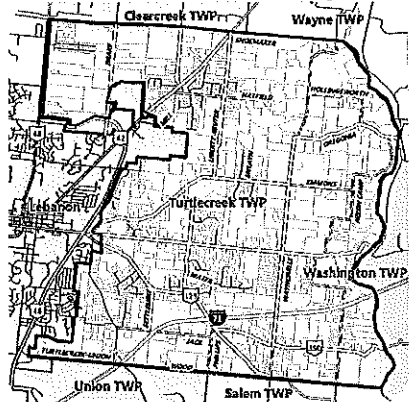
### Land Use

- Current Zoning is appropriate.
- Encourage new cluster and conservation subdivisions.

## Community Meeting

Several public meetings were held during the planning process. During the meetings, information was gathered to further refine the vision for Eastern Turtlecreek. This resulted in a Plan which documents and represents not only the vision, but the goals and recommendations developed by the community - an expression of the consensus that was achieved during the process. In order to understand both issues and assets, residents participated in strength, weakness, opportunities and threat (SWOT) analysis. They were asked in a variety of ways, "What do you like about Eastern Turtlecreek?" and "What are its issues?" Based on those responses, community issues were compiled along with recommended strategies identified by residents. This information and these resources are directly relevant and provide the framework to the preparation of the Plan. Eastern Turtlecreek's most obvious strength is its natural beauty and the recreational opportunities provided by the Little Miami River. These assets attract people from around the region. The following section contains a summary of the SWOT and issues identified throughout the community engagement process.

### Public Workshop





**You're invited to be a part  
of the planning effort for the  
Eastern Turtlecreek Township Area Plan!**

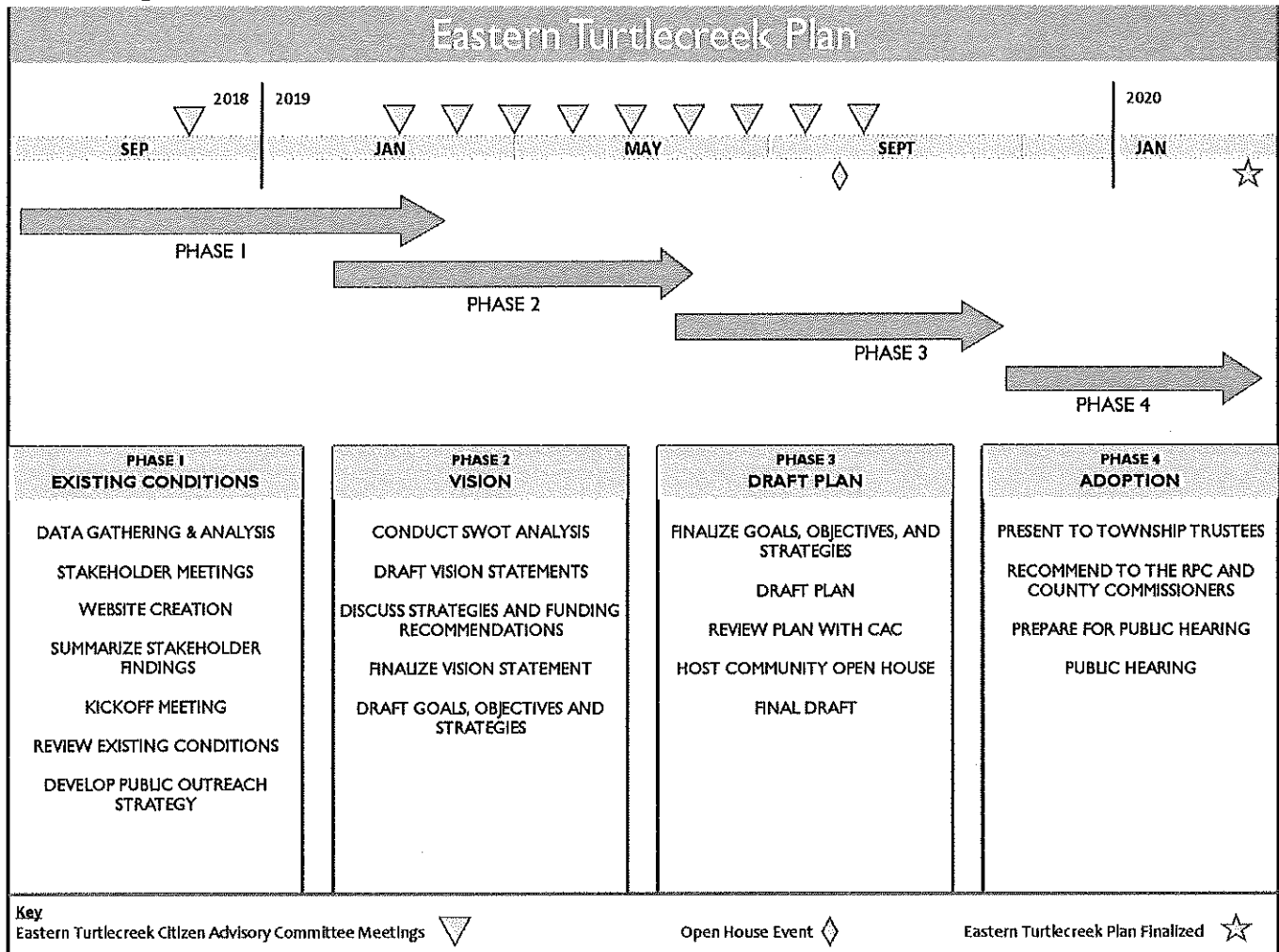
The Warren County Regional Planning Commission will be hosting a public workshop for the Eastern Turtlecreek Township Area Plan. This meeting is open to all who is interested in participating in the planning process of this area.

**Date:**  
**Time:**

**Location:** Warren County Municipal Building, 406 Justice Drive,  
Lebanon OH, 45036



## Planning Process Timeline



## Vision Statement

Visioning is a powerful guide and is critical for the area to define the future it wants. Visioning emphasizes community assets and focuses on shared values. Subsequent to the workshops, a visioning session was held with the steering committee. During this exercise, participants were asked to write a couple of sentences to describe their vision for Eastern Turtlecreek and to develop strategies on how to achieve their visions. The Eastern Turtlecreek vision statement is a compilation of visions generated by residents when asked the question “What do you want your community to be?”

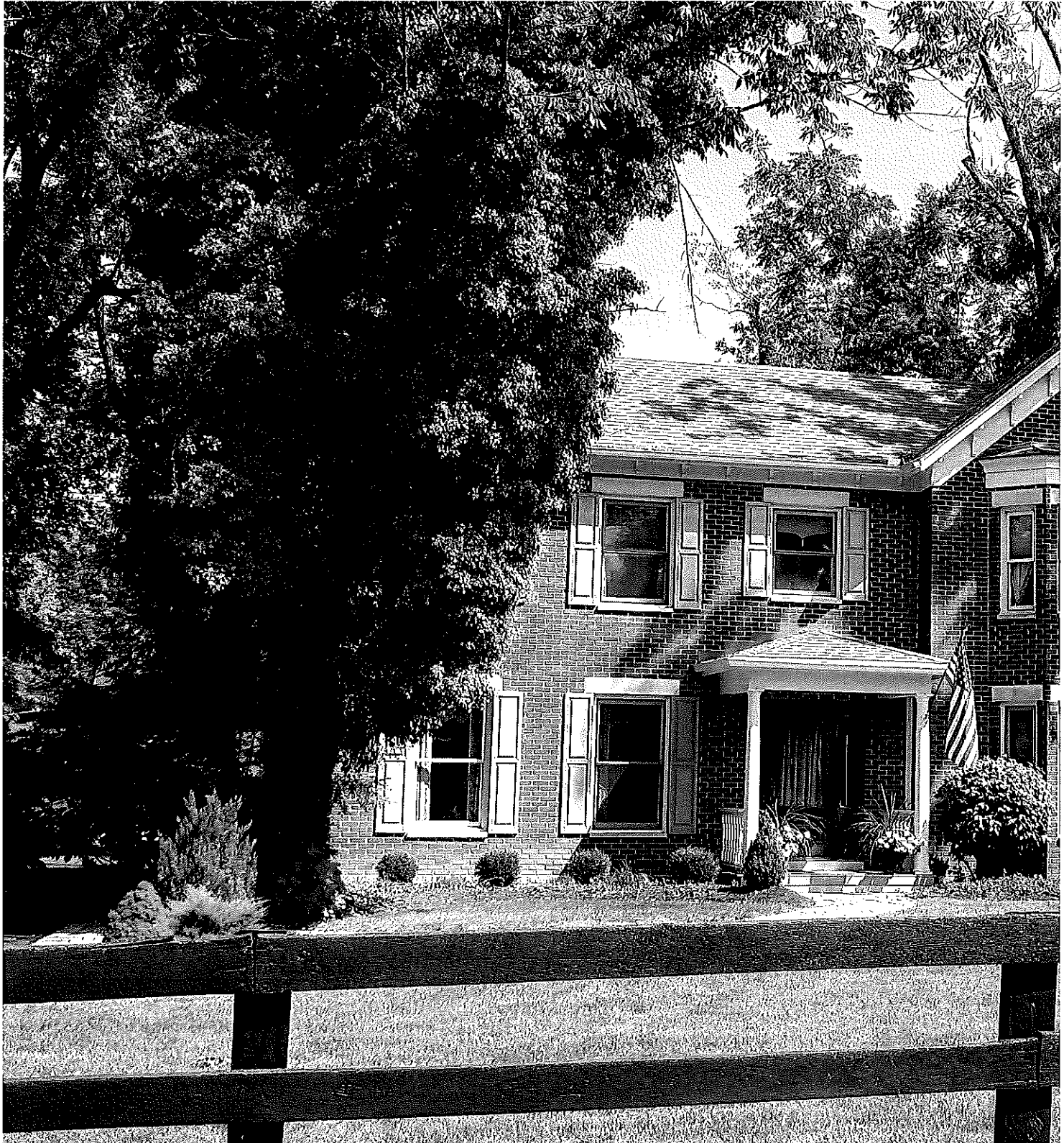
*“The Rural Estate District serves as an active regional participant promoting environmental stewardship, sustainability and conservation development. Eastern Turtlecreek encourages lifestyle and land use practices that protect the natural environment through agri-tourism, recreation, estate-sized lots and open spaces for wildlife habitat. The quality of life of its residents is preserved through safe connectivity of infrastructure, planned business growth, and commitment to sense of community and sustainability of the district for future generations. This will be accomplished through careful land development and stewardship; thoughtfully planned and implemented parks, trails and roadways; as well as providing cost-efficient rural services like water, sewer, and digital connectivity.”*

## SWOT Analysis

A Strengths, Weaknesses, Opportunities, and Threats analysis was conducted by the RPC staff with the steering committee members and also at the community workshop. The results of these exercises helped to identify community concerns and guide preparation of the goals and objectives. The strengths, weaknesses, opportunities, and threats were recorded as individuals who attended these meetings presented them. The responses do not represent a consensus viewpoint or official township policy.

<p><b>STRENGTHS</b></p> <ul style="list-style-type: none"> <li>• Diversity</li> <li>• Open space</li> <li>• Community partnerships</li> <li>• Preservation opportunities near Little Miami River</li> <li>• Gods Country (Beautiful Farmland)</li> <li>• Well defined commercial area</li> <li>• Economic development on St. Rt. 71</li> <li>• Community partnerships</li> <li>• Rural character</li> <li>• Agri-tourism</li> <li>• Low density living</li> <li>• Strong government</li> <li>• Fire service</li> </ul>	<p><b>WEAKNESSES</b></p> <ul style="list-style-type: none"> <li>• Existing road geometry and width – offset intersections</li> <li>• Landslides/slips</li> <li>• Sustainable funding for infrastructure improvements</li> <li>• More parks/public recreation facilities</li> <li>• Lack of revenue/industry</li> </ul>
<p><b>OPPORTUNITIES</b></p> <ul style="list-style-type: none"> <li>• Preservation near Little Miami River</li> <li>• Bike path opportunities</li> <li>• Tourism – Fort ancient</li> <li>• I-71 interchanges</li> <li>• Quality housing</li> <li>• Trail system</li> <li>• Land availability</li> <li>• Access to 71</li> <li>• Agri-tourism</li> <li>• Estate lots/quality housing</li> <li>• Utility improvements</li> <li>• Coordination with Lebanon</li> </ul>	<p><b>THREATS</b></p> <ul style="list-style-type: none"> <li>• Sanitary sewer (If estate lots are desired)</li> <li>• Fort ancient – increased population/traffic</li> <li>• Less impervious areas and polluted water</li> <li>• Traffic/road improvements</li> <li>• Dense subdivisions</li> <li>• Annexations</li> <li>• Unplanned development</li> <li>• Out of character development</li> <li>• Transportation (maintenance)</li> <li>• Funding</li> <li>• Competing visions</li> </ul>





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# CHAPTER 2

## TOWNSHIP TODAY

This Chapter examines existing conditions in Eastern Turtlecreek Township across a range of topics and measures.

Understanding the current state of the land and people in Eastern Turtlecreek Township is a critical component of the planning process and the challenges and opportunities brought forward in this analysis serves as a baseline for future planning and to inform the vision, priorities, and recommendations of the Plan. The information and analysis presented here are drawn from a variety of sources, including U.S. Census data, field observations, past plans and studies, and geographic datasets – as well as local knowledge and input provided by township staff and through the stakeholder interview process. This chapter contains information detailing land use, zoning, the current transportation infrastructure, and public facilities. Environmental amenities such as parks, trails, and agricultural resources were also reviewed to benchmark and identify trends. By analyzing the existing conditions, we are able to make better predictions for the future and develop goals and actions that reflect the current and desired long-term direction.





# Land Use & Zoning

The following sections provide a land use and zoning analysis of the study areas and an in-depth analysis of the Genntown community and 123 & 71 JEDD District.

## EXISTING LAND USE

Observation of the existing land use patterns provides a baseline understanding of how land is being used in terms of type and intensity of use. Map 2.1 shows the existing uses as categorized by the Warren County Auditor's Office. The pattern of property lines is also important, and this indicates that much of the area is still in large tracts, that exist even in the western portion of the study area, adjacent to the City of Lebanon. Over 20 percent of the land is vacant. This figure includes undeveloped agricultural land, as well as vacant commercial and industrial land. Agriculture is the most common existing land use (approximately 70 percent), followed by Open Space (parks and conservation areas). The following land use analysis identifies overall land use distribution as well as salient patterns, concentrations, and issues.

## RESIDENTIAL

Large lot single-family residential development, five acre tracks or greater, accounts for approximately 12.5 % of the total land area (excluding agricultural land) and 44 percent of residential land area. Large lot single-family residential uses are developed adjacent to the City of Lebanon as well as generally interspersed throughout the study area. Residential uses are set amongst the farmlands and woodlands that distinguish this area from Western Turtlecreek Township. The continuation of this growth pattern is anticipated for a couple of reasons. First, there are several large lot residential subdivisions within this area that have been approved but remain partially undeveloped. Due to the deep recession and subsequent slow down in the home building industry, many have not been fully built out. As the real estate market and the home building industry rebounds, new construction activity will eventually absorb these available homes/sites. In addition, the area is zoned for low density development (RU-one unit per five acres and R1-A one unit per three acres) and the Future Land Use Map of the Warren County Comprehensive Plan has designated the majority of the study area as Agricultural-Rural Residential.

## COMMERCIAL

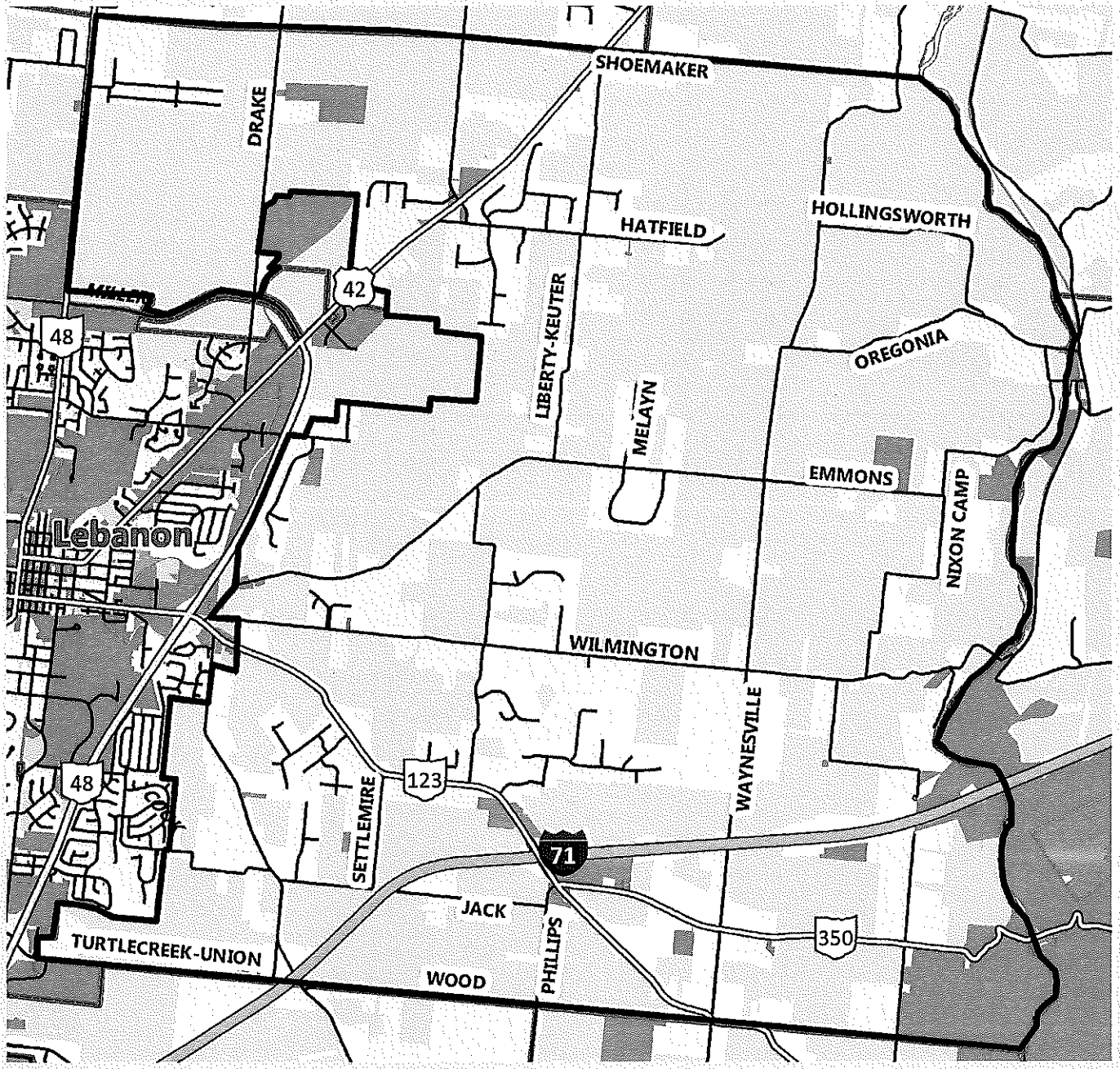
Commercial: Commercial uses make up 0.75 % of all land uses (approximately 110 acres) with the majority of these uses located along US 42 in Genntown, the intersection of SR123 and Interstate 71 and scattered commercial uses along Oregonia Road adjacent to the City of Lebanon.

## AGRICULTURAL

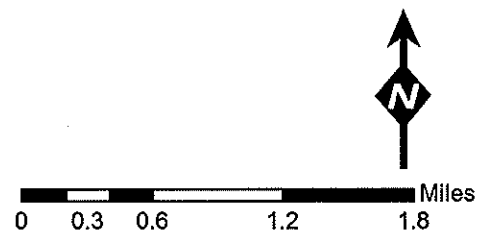
Agriculture as indicated on Map 2.1, which includes any parcels in active agricultural use (CAUV). This includes farmsteads, fields, nurseries, and barns. This land use accounts for approximately 70 percent of total land area. Most of these areas are located in large contiguous swaths closer to the Little Miami River.

# Eastern Turtlecreek Area Plan

## Current Land Use



- |  |                           |  |            |
|--|---------------------------|--|------------|
|  | Single-Family Residential |  | Commercial |
|  | Multi-Family Residential  |  | Industrial |
|  | Public/Semi-Public        |  |            |
|  | Agricultural              |  |            |



## ZONING

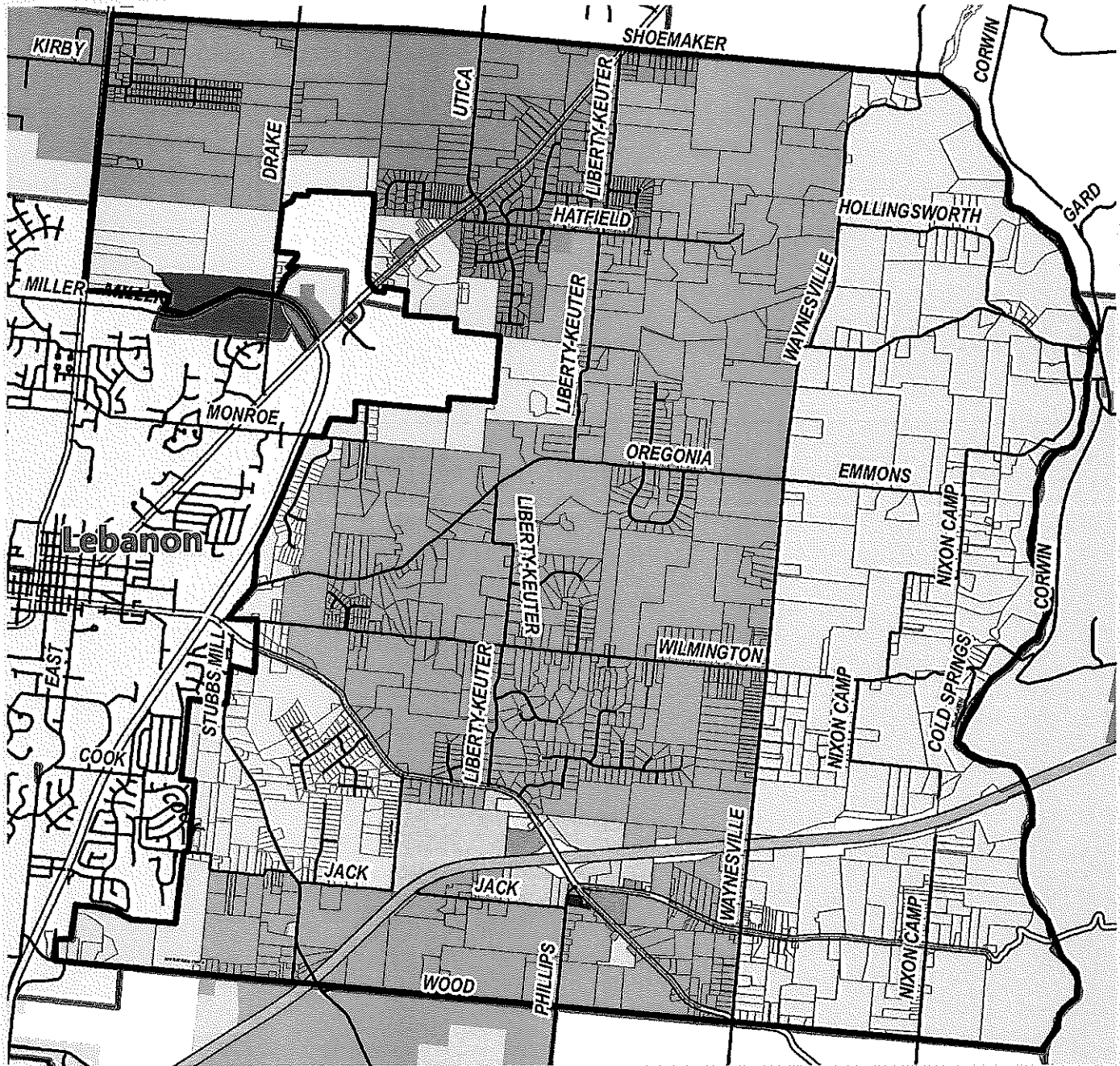
Zoning codes are the unseen yet decisive guiding force that can either help or hinder the creation of great communities. This section provides the basics of the Warren County Rural Zoning Code and how it affects Eastern Turtlecreek Township. Warren County adopted a new zoning code in January 2012 and the majority of Eastern Turtlecreek was rezoned with the intent of reinforcing the rural nature of the area, by emphasizing forestry, agriculture, and limited rural residential and rural service uses. Overall, 0.75 % of the land within the study area is currently zoned for commercial or industrial uses.












Commercial/industrial zoning is concentrated at the Interstate 71 and State Route 123 interchange— 0.41 % of the land within Eastern Turtlecreek Township that is zoned for commercial or industrial uses. This commercial/industrial node is designated for future development. Currently the existing land used is primarily the truck stop and fuel service stations. The following table summarizes the different zoning districts in Eastern Turtlecreek, their size, and the number of existing dwellings within each district:

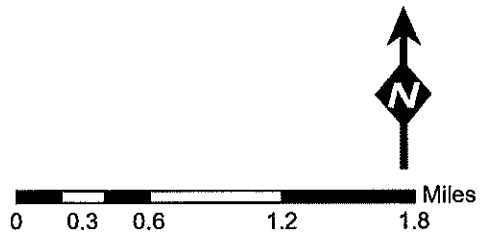
Zoning District	Size (acres)
<b>R-1B</b> This district intended for moderate density single family detached dwellings at a density of 1 dwelling unit per acre.	1799.43
<b>R-1</b> This district intended to create, preserve, and enhance areas for moderate density single family detached dwellings at a density of 1 dwelling unit per 2 acres.	2019.25
<b>R-1A</b> This district is intended to preserve and enhance existing areas of very low density single family detached dwellings. The land use standards for this district permit primarily single-family detached residential development at a density of 1 dwelling unit per 3 acres.	942.51
<b>RU</b> This district is intended to preserve and enhance existing areas of very low density single family detached dwellings. The land use standards for this district permit primarily single-family detached residential development at a density of 1 dwelling unit per 5 acres.	979.89
<b>A-1</b> This district intended to permit very low density single family detached residential development at a density of no more than one dwelling unit for every 41 gross acres. This district acts as a “holding zone” to preserve productive agricultural lands in the long-term, protect existing farm operations from encroachment by incompatible uses, promote further investments in farming, and may maintain eligibility for farming incentive programs.	49.52
<b>B-2</b> This district is intended to permit both large and small scale commercial development at an intensity which provides significant incentives for redevelopment, and the continued economic viability of existing development.	49.14
<b>B-2 &amp; I-1 with the JEDD Overlay</b> This district is intended to permit both large and small scale industrial, commercial, and office development at an intensity which is consistent with the objectives of the JEDD and compatibility with adjacent residential and commercial development. The primary distinguishing feature of this district is that it is geared to indoor industrial activities which are not typically associated with high levels of noise, soot, odors and other potential nuisances for adjoining properties.	381.00

# Eastern Turtlecreek Area Plan

## Current Zoning



- |   |  |
|---|--|
|  Agricultural            |  Planned Unit Development |
|  Neighborhood Commercial |  Single Family (2 acre)   |
|  Community Commercial    |  Single Family (3 acre)   |
|  Light Industrial        |  Single Family (1 acre)   |
|  Public Institution      |  Rural Residential        |
|  Public Recreation       |  |



## THE WARREN COUNTY ZONING CODE

Increasingly, residents believe that the protection of natural resources and agriculture is a necessary component of their efforts to protect and enhance rural character. Warren County has incorporated additional protections into the local zoning codes and subdivision regulations to protect features that contribute to rural character, such as undeveloped rolling hills, historic farmsteads, and other scenic features. Currently, the most effective tool to the preservation of the Eastern Turtlecreek Township rural character is the Warren County Rural Zoning Code. The code includes standards for managing the impacts of development comprehensively on valuable environmental resources and the character of communities. These standards include the following:

### 1. Resource Protection

Resource protection calculations that preserve water bodies, wetlands, naturally occurring steep slopes, floodplains, and other development methods and regulations that protect valuable environmental resources. The number of homes allowed per acre is based on the sensitivity of the site's natural resources.

### 2. Streamside Setback

Streamside setback standards to minimize damage to property and structures as a result of stream erosion by providing the area necessary for natural meandering and lateral movement of stream channels. Added benefits include the protection and preservation of water quality, stream bank stability, and reduced flood risk. The Township's largest economic loss from natural disasters has resulted from flooding, presenting an additional economic argument for regulation of development near streams and maintaining or enhancing native vegetation in riparian areas.

### 3. Floodplain Regulations

Floodplain regulations that address structures within the floodplain and seek to reduce flood damage and protect public safety. In the context of natural resource protection, relatively undisturbed floodplains also serve a variety of environmental functions including water quality and wildlife habitats.

### 4. Agricultural Zoning District

A voluntary agricultural zoning district intended to protect farmland and farming activities from incompatible non-farm uses. The goals adopted for this designation include preserving the rural character and aesthetic quality of Warren County, minimizing non-agricultural development, and maintaining the integrity of agricultural districts allowing for accepted agricultural practices. A few residential lots are allowed (one unit per forty-one acres). Agriculture is central to the County's economy and thus several tools are utilized for the preservation of farm land.

### 5. Groundwater Protection Overlay

A groundwater protection overlay district that limits the density over aquifer recharge areas to one unit per five acres.

### 6. Conservation-Design

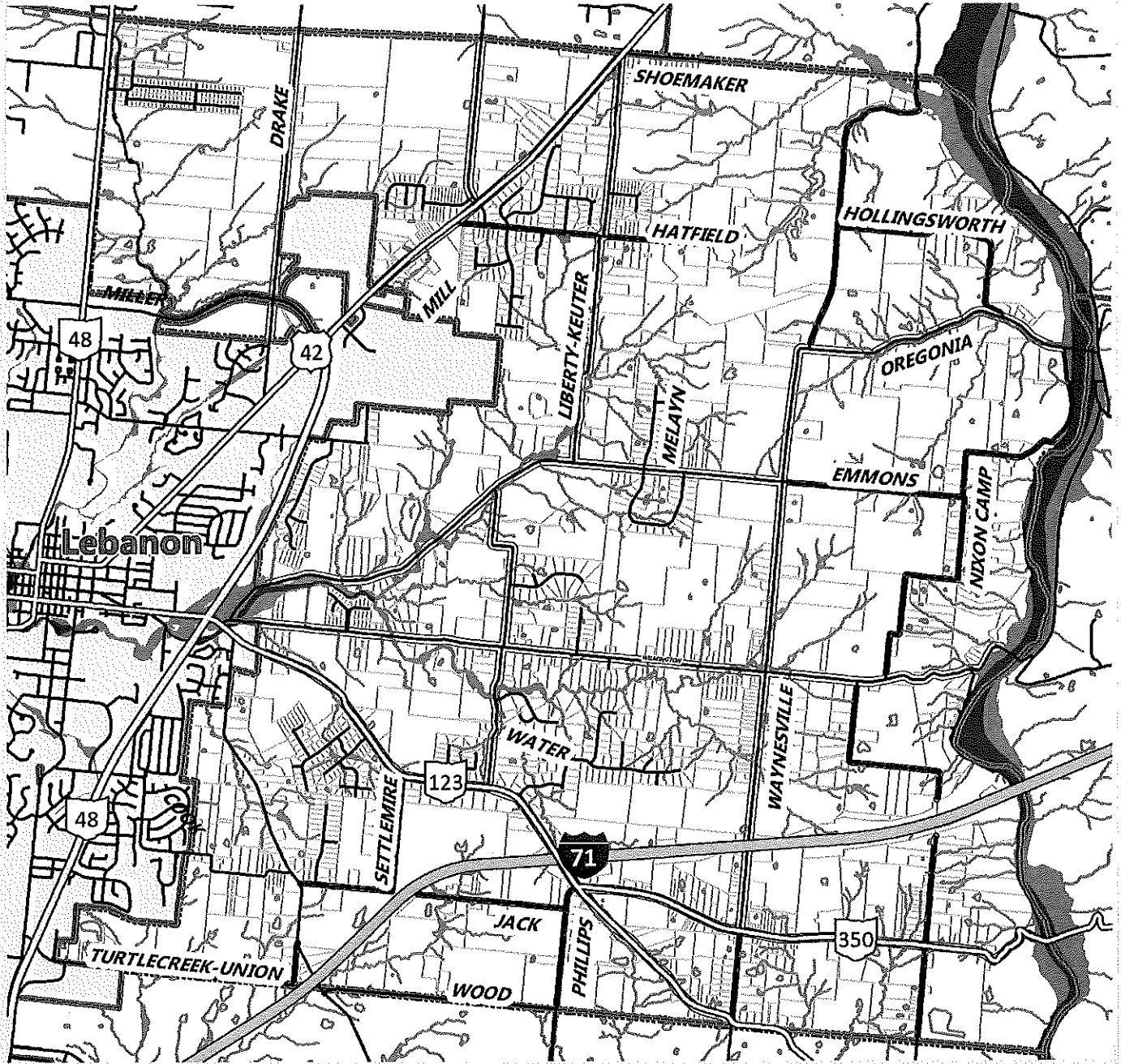
Conservation-designed subdivisions which allow future development to fit into the landscape in a way that maximizes the protection of important natural resources and increases open space. Under these standards, landowners and developers are given incentives to cluster lots on the most buildable and least environmentally sensitive portions of sites, while retaining a substantial portion of each site, including most resource lands and environmentally sensitive areas, in restricted open space tracts.






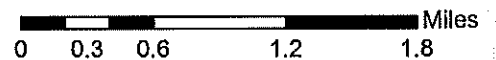


# Eastern Turtlecreek Area Plan

## Water Bodies



-  Streams
-  Floodway
-  Floodplain

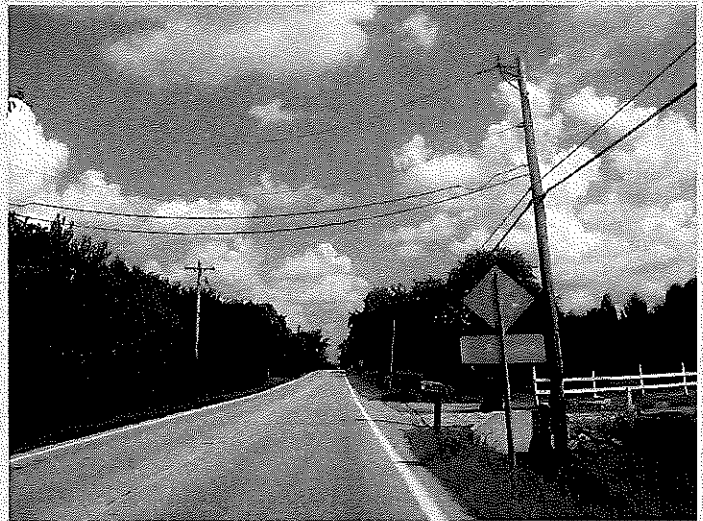
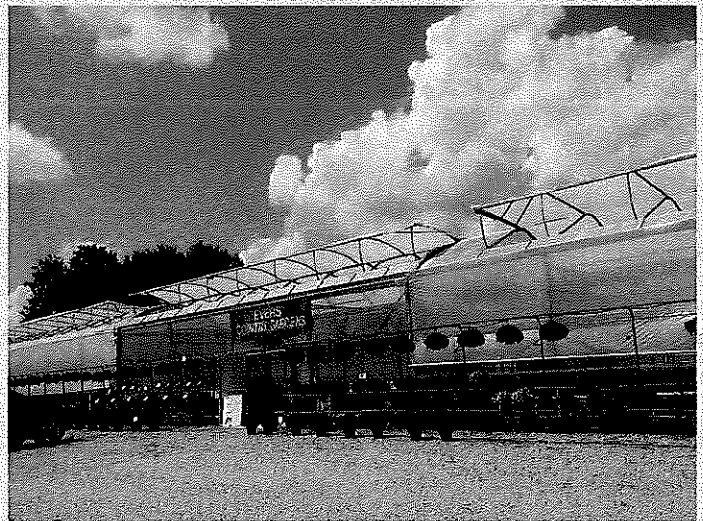


## GENNTOWN

**G**enntown along State Route 42 is primarily zoned for residential uses (R-1B and R-1 zoning districts) and is characterized by medium sized residential lots with individual driveways with entrances onto SR 42. Commercial development represents a relatively small component of Greentown's land base and beyond the residential zoning, there are two Planned Unit Developments (PUDs); a 6 acre PUD that allows a mix of office and residential uses, and a 1.6 acre PUD that allows commercial uses. The plant nursery/greenhouse is zoned B-2 which allows community serving commercial use. It is important to note that Genntown's commercial uses and zoning districts (PUDs) are scattered and do not function as a central commercial area for the community nor do these uses create an identity for the community. The non residential zoning districts are all to the north side of US Route 42.

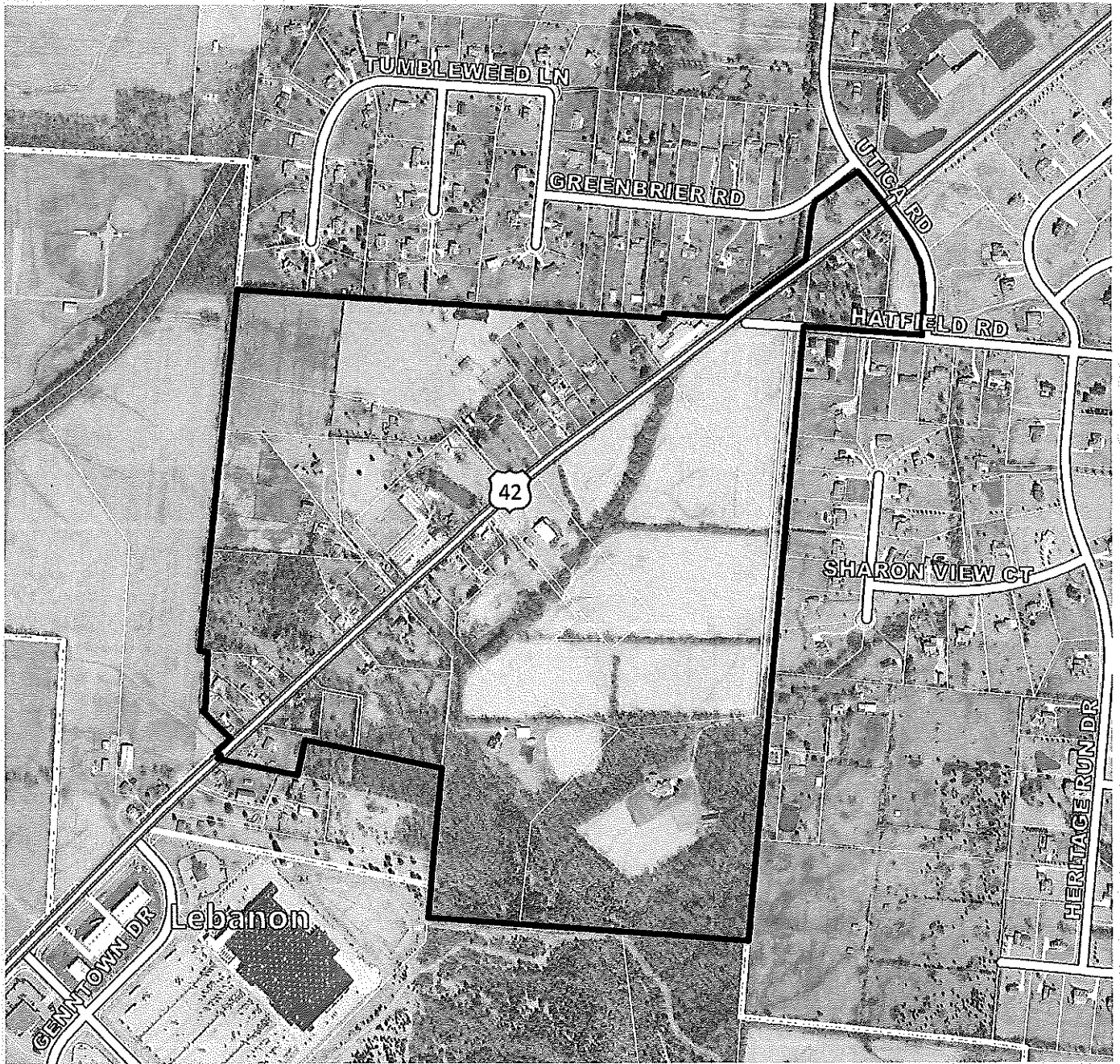
Both residential and commercial development takes access directly from SR 42. This development pattern is less expensive to develop, convenient, and with minimal infrastructure expense for the developer. However, this development pattern disrupts views of traditional rural features and creates public safety and access management issues because many driveway entrances are placed along a major high-speed roadway.

**Right:**  
Views of SR  
42 through  
Genntown as  
well as residential  
homes and a local  
business.

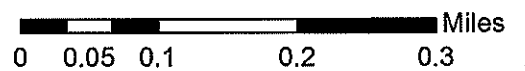


# Eastern Turtlecreek Area Plan

## Genntown Boundary



-  Genntown Focus Area
-  Political Subdivisions





## SR 123 AND I-71 ZONING

The current zoning was adopted in 2012 and was based on the Warren County Comprehensive Plan and the prior zoning code. The current zoning supports the concept of the area as a major employment center for Warren County, the City of Lebanon, and Turtlecreek Township. The zoning designation allows a wide range of commercial and industrial uses. An additional overlay district, the Joint Economic Development District (JEDD) Overlay was developed in 2013 to implement the vision. The following outlines the current zoning and overlay district:

### 1. Community Business Zone (B-2)

The B-2 zone and regulations are for purposes of permitting and encouraging business establishments in centralized locations to allow a wide range of uses to meet the needs of the community. Design standards are intended to limit the impact on the road network through the layout of sites and internal vehicular access between sites.

### 2. Light Industrial Zone (I-1)

The Light Industrial zoning district was established to accommodate certain office and light industrial uses, such as research and development, and manufacturing or fabrication of products that have minimal off-site impacts. Performance standards were incorporated into the zoning code to provide buffering, signage, landscaping, and lighting standards, and other methods to limit any adverse impacts and ensure compatibility with adjacent areas. Certain warehousing, transportation, and distribution uses may be appropriate if performance standards can be achieved.

### 3. Interstate Overlay District

The area also includes an Interstate Overlay District (a floating zone), applied to areas of the County appropriate for employment centers, and industrial and commercial development. This district focuses on sustainable, high quality development that is designed in a way to preserve the County's natural resources while simultaneously promoting economic development.

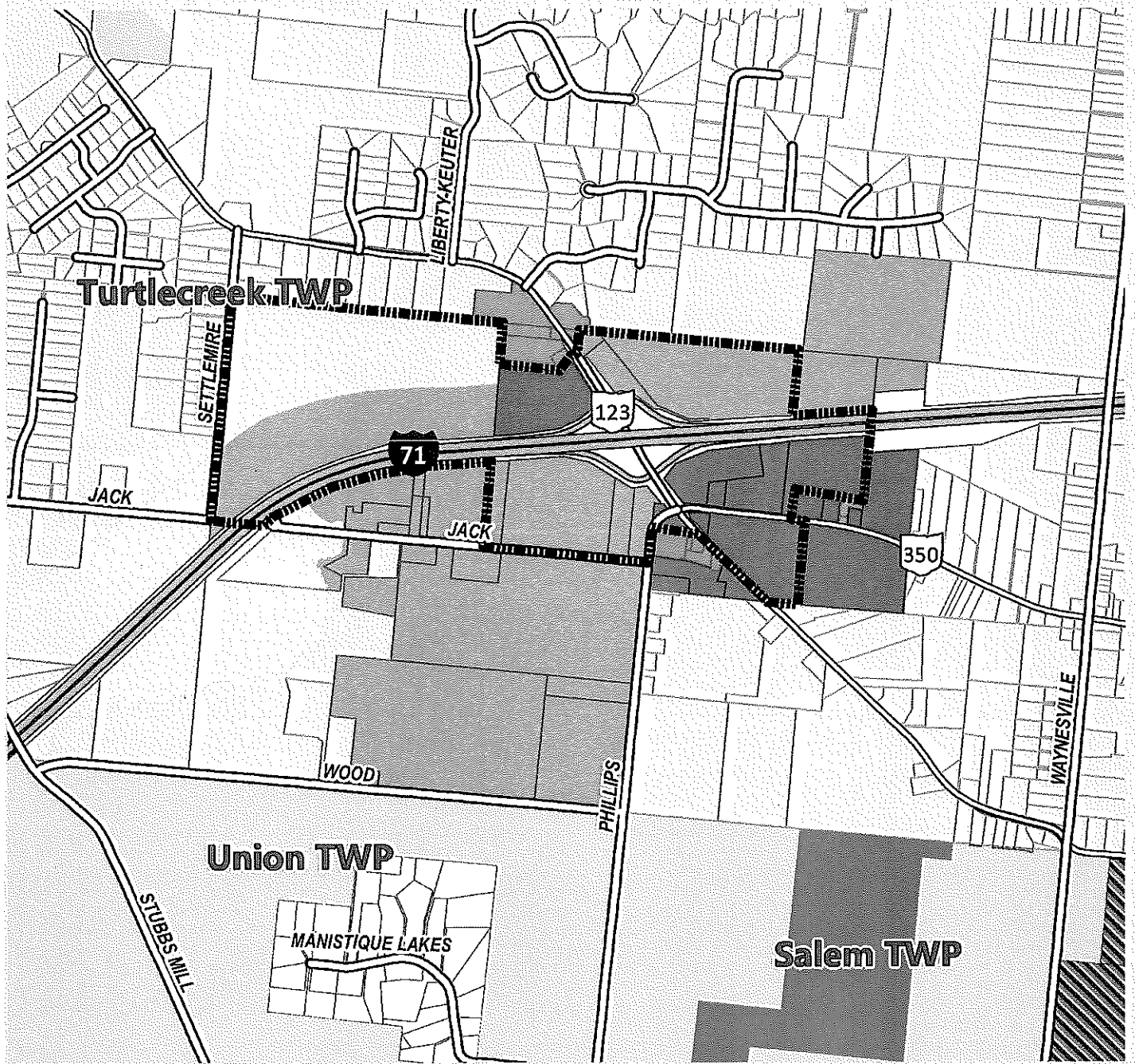
### 4. JEDD Overlay District











The purpose of the JEDD overlay is to encourage imaginative design and siting of industrial and commercial development by permitting greater flexibility in zoning requirements and to allow for maximum efficiency and greater utilization of development sites. The overlay district permits most B-2 and I-1 zoning uses (a mix of industrial and commercial uses). The standard (buffer and setback standards) ensures compatibility with surrounding residential or other developments.

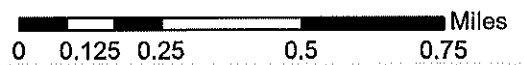


# Eastern Turtlecreek Area Plan

## 71/123 Area Plan FLUM



- |  |   |
|--|---|
|  Agricultural-Rural Residential |  Office                            |
|  Commercial                     |  Protection Area                   |
|  Industrial                     |  Public-Semi-Public                |
|  Mixed-Use Neighborhood         |  Parks and Recreational-Open Space |
|  Multi-Family Residential       |  Single Family Residential         |



## FUTURE LAND USE MAP

The future land use element is the primary component of the Warren County Comprehensive Plan that will be used to guide future development within Eastern Turtlecreek Township. The Comprehensive Plan has a time horizon to the year 2030 and includes development “policies” for standardized land use categories. Future Land Use categories are applied to areas of consistent character, use, and intensity that share similar goals and objectives for future use, preservation, and/or development. The Eastern Turtlecreek study area includes residential, commercial, and industrial future land use categories as indicated in Map 2.3. The primary land use categories are described below:

### 1. Commercial (Red)

These mapped areas represent where commercial type land uses are anticipated. Examples of uses found in this category include retail, sales, services, eating and drinking establishments, financial institutions, professional offices, service and repair businesses, visitor accommodations, entertainment businesses, and day care facilities. Uses identified as either an allowed use or a conditional use within the B-1 through B-5 commercial zoning districts of the zoning code are considered consistent with the Commercial future land use category.

### 2. Industrial (Purple)

These mapped areas represent where industrial type land uses are anticipated. Manufacturing and production facilities, resource extraction and processing, warehousing, transportation terminals, feed mills, and wholesale establishments are some examples of uses included in this category. Uses identified as either an allowed use or a conditional use within the I-1 Light Industrial Manufacturing or I-2 General Industrial Manufacturing Districts are considered consistent with the industrial land use category.

### 3. Agri-Rural Residential (Green)

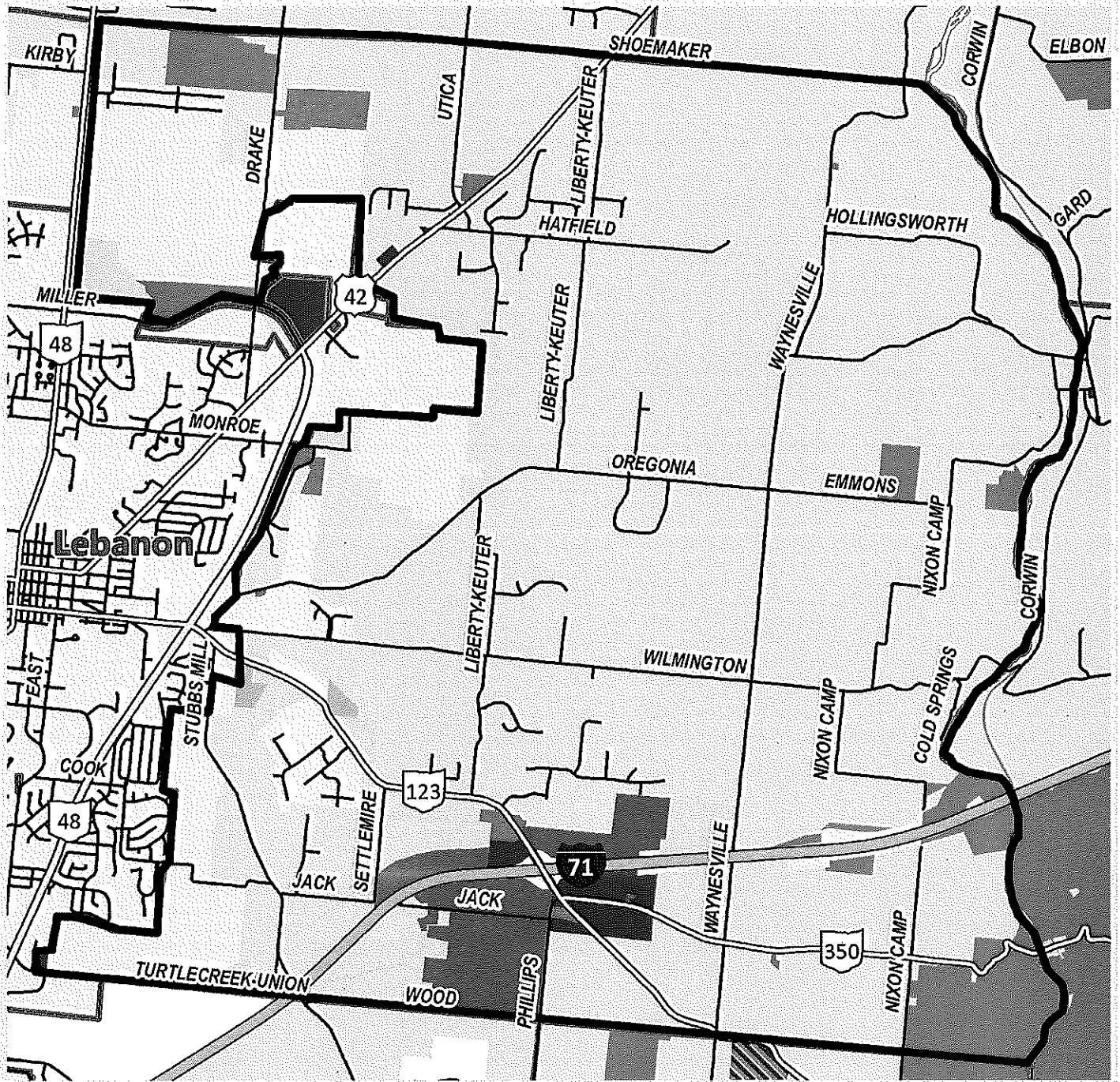
Agricultural-Rural Residential lands are located in the rural areas that lie outside of the City of Lebanon. This classification includes lands in Eastern Turtlecreek that lie beyond sewer service areas where dense development is discouraged. Agricultural-Rural Residential areas will not be serviced by public sanitary sewer services during the planning period. The intent of these lands is that they will remain rural in character. Uses within this area generally should include some farming operations, accessory farming uses, large lot single-family residences, churches, parks, and institutional uses.

### 4. Single Family Residential (Yellow)

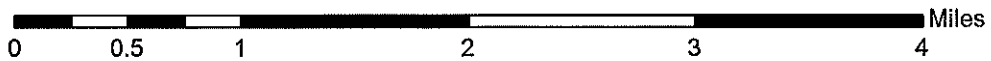
Single family Residential areas generally include areas located adjacent to the City of Lebanon and areas that could be served with public sanitary sewer. This designation also includes traditional low-density subdivision developments and future low-density neighborhoods. The intent of these lands is that they provide a transition in intensity from rural to more urban uses and that they maintain a low-density residential character over time. Uses within this area generally should include single-family residences, accessory dwelling units, churches, parks, and institutional uses such as schools. Maximum densities within low-density residential areas should generally be one (1) dwelling units per two (2) acres.

# Eastern Turtlecreek Area Plan

## Future Land Use Map



- |  |                                |  |                    |  |                            |  |                                   |
|--|--------------------------------|--|--------------------|--|----------------------------|--|-----------------------------------|
|  | Agricultural-Rural Residential |  | Office             |  | Mixed-Use Neighborhood     |  | Parks and Recreational-Open Space |
|  | Commercial                     |  | Protection Area    |  | Multi-Family Residential   |  | Single Family Residential         |
|  | Industrial                     |  | Public-Semi-Public |  | Mixed Use Light Ind/Office |  |                                   |



## DEVELOPMENT CAPACITY

In 2005, as part of its overall Growth Management Assessment and Planning, the Warren County Commissioners contracted with Strategic Public Policy (SPP), to complete a study of the overall impacts of current development trends. This study quantified the final build-out impact using the existing adopted zoning and comprehensive plans. This information was used to assess the current and projected capacity of infrastructure necessary to support future development and was used towards the development of Comprehensive Plan policies.

The study focused, by necessity, on the residential build-out components only. A similar analysis using similar assumptions and methodology was conducted for Eastern Turtlecreek. This analysis identifies the holding capacity for development in Eastern Turtlecreek, which is dependent, in part, on the amount of unconstrained land.

Table 2.1 lists the types of constraints and the acreage constrained. It also includes the acreage that is available and zoned for residential development. The major findings of the analysis are highlighted below:

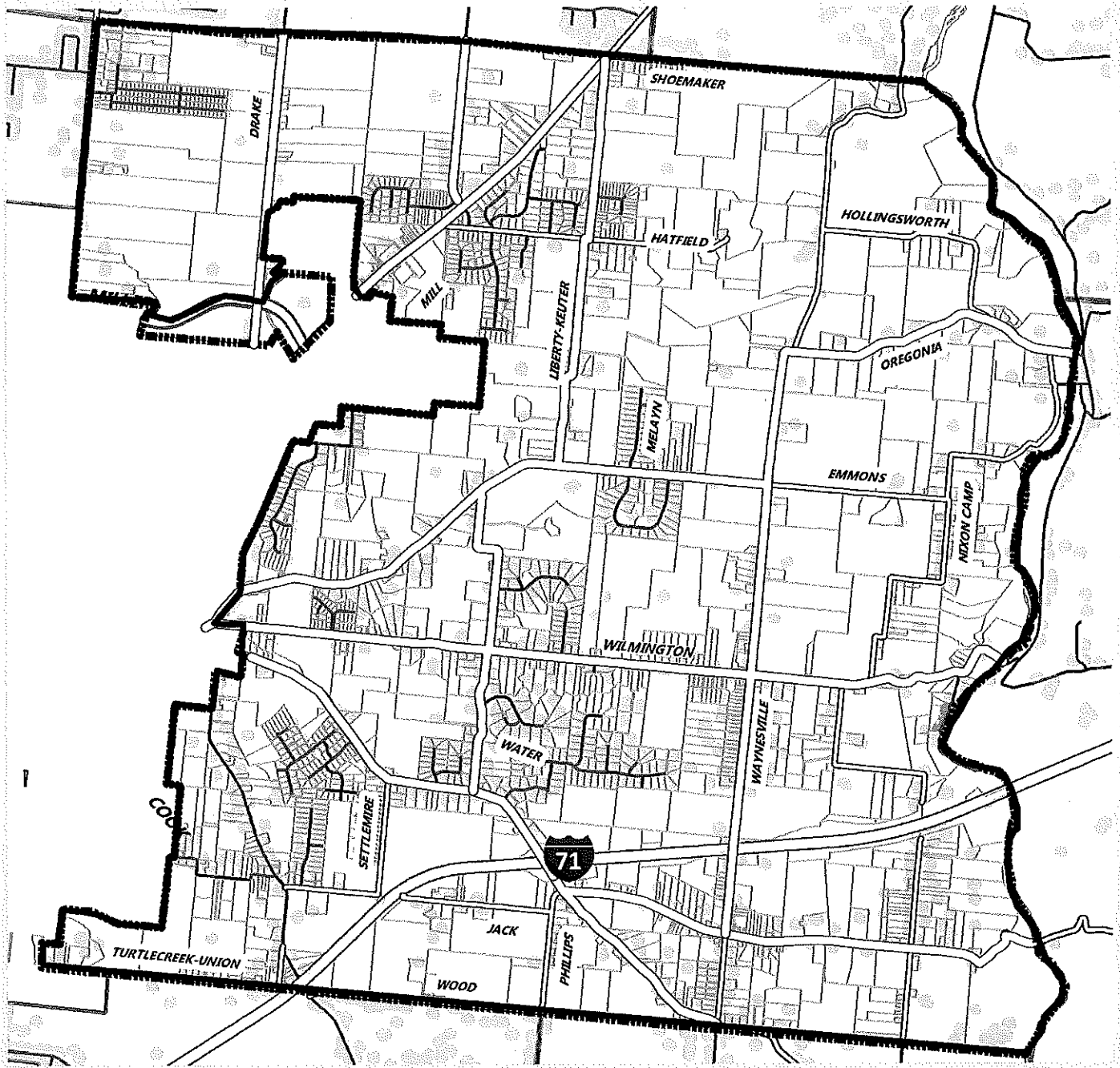
1. As of June 2017, approximately 3,753 additional dwelling units could be built based on the current zoning and available land.
2. Using a dwelling unit population of 2.67 persons per unit, these units could accommodate an additional population of 10,021 residents within Eastern Turtlecreek, bringing the area's population to 14,567 residents.
3. The current development rate averages 29 units per year. This would result in an estimated build out in 130 years (Year 2149).



R Zoning Areas		Not Splittable		Splittable		Potential Additional Lots
All R Zones of Plan Area	Acres Per Zone	Acres	% Zone	Acres	% Zone	
R1B	2,019.71	434.37	21.5	1,585.34	78.5	1,540
R1	2,027.32	534.41	26.4	1,492.91	73.6	708
R1A	6,253.66	1,495.32	23.9	4,758.34	76.1	1,505
RU	4,672.33	937.89	20.1	3,734.44	79.9	706
<b>Total</b>	<b>14,973.01</b>	<b>3,401.99</b>	<b>22.7</b>	<b>11,571.03</b>	<b>77.3</b>	<b>3,753</b>

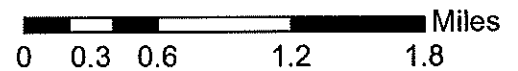


# Eastern Turtlecreek Area Plan

## Building Footprints



 Eastern Turtlecreek Plan Boundary  
 Building Footprints



# Infrastructure & Services

Roads, sewers, parks, fire stations, and schools provided by state, county and local governments influence development decisions.

Good roads and sewer service are a prerequisite for development and plays an essential role in shaping the growth patterns for the Township. Thus, it is important that road planning and design and sewer service extension policies be compatible with the vision for Eastern Turtlecreek. The development of Eastern Turtlecreek Township depends on available infrastructure and an integrated approach is required to address the impact of infrastructure on growth rate and patterns. Chapter 4 presents the concept for improving development strategies toward achieving long-term goals of rural preservation. An analysis of the area's primary infrastructure follows.

## ROADWAYS

The existing roadway network is shown in Maps 2.4 and 2.5. The study area includes a road network consisting of Interstate 71, arterials, collectors, and local roads. Major arterial facilities are SR 123, SR 350, and US 42. The areas collector roads are also a collection of two-lane roads. All other roads within the study area are local roads that provide direct access to adjacent lands and serve neighborhood travel to and from collector or arterial roads.

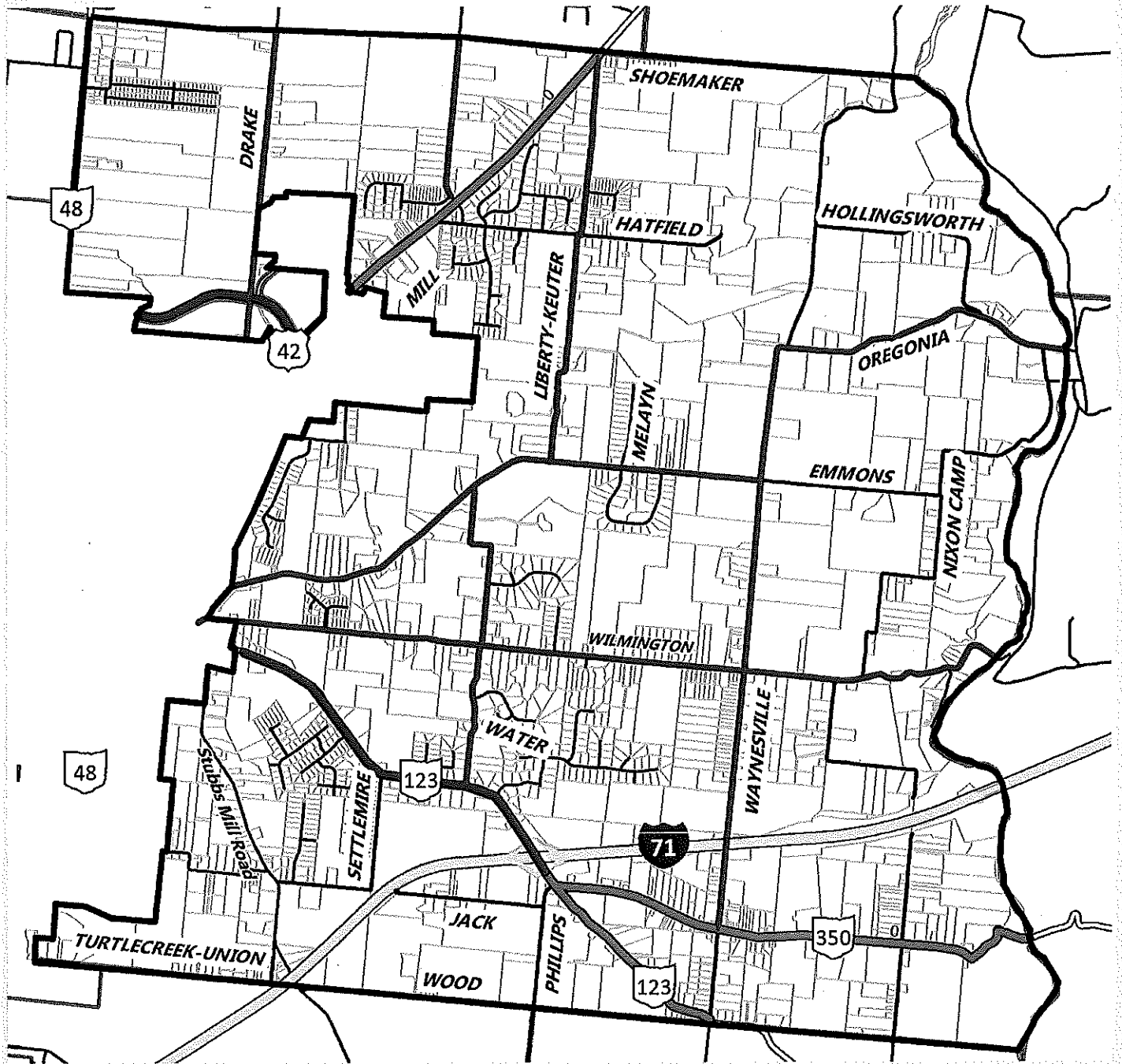
Eastern Turtlecreek benefits from strong connections to other cities in the region (see Map 2.5). Residents enjoy convenient access to the amenities and attractions of other areas, as well as those of the City of Lebanon. The study area has adequate east west connections but only Waynesville Road provides for significant north south travel. All road classifications (Map 2.4) are subject to the transportation policies in the Warren County Thoroughfare Plan as they relate to roadway design and right-of-way requirements.







This collection of roadways helps to define Eastern Turtlecreek's rural character—from S.R 350 (a narrow, winding road through the hills) to a walkable, tree-lined neighborhood street. Safety is a priority but residents also value road improvements that maintain a rural character and avoid the uniformity frequently imposed by conventional roadway design standards. The Warren County Engineer's Office, Streets and Roadway Facilities Standards and the Thoroughfare Plan, differentiate between rural designed roads and urban designed roads. This helps to preserve the rural character of the Township roads. However, additional design elements that go beyond the construction of the roadway, such as landscaping, buffer, and lighting standards may be needed to further reinforce the character of rural roadways.

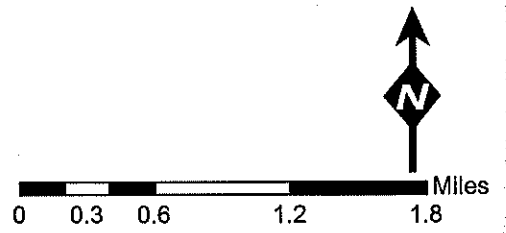
The Township's rural roadways create a dramatic sense of arrival to the City of Lebanon and the City's comprehensive plan encourages the preservation of the area's rural roadway qualities and its natural setting. Typically, these roadways are not landscaped but make the most of the area's natural beauty, the changing of seasons, the natural vistas, and the rich farmland. In keeping with the rural tradition, these roads are usually narrow two lane roads without shoulders; they have ditches for drainage control, and no curbs. They have not been engineered to improve sight distance or capacity, but rather hug the natural terrain and reinforce and contribute to the rural character.

# Eastern Turtlecreek Area Plan

## Road Classifications



- |  |   |
|--|---|
|  Area Plan Boundary |  Secondary Arterial  |
|  Collector Road     |  Local Roads         |
|  Primary Arterial   |  Interstate Highways |





The current roads design regulations has resulted in the creation of subdivision roads, which are frequently wider than the rural road they feed into. It is essential that transportation needs be addressed on the major roads and that special care be taken in the design of roads to preserve the rural character of both the roads and Eastern Turtlecreek Township. However, the ownership, funding, operation, and design control of roads is complex, with roads owned by the County and State and maintained by the Township and State. Thus significant coordination is needed among these entities to preserve the character of Eastern Turtlecreek roadways. In keeping with this change in the public's philosophy, the emphasis is placed on a balance between road safety, maintaining roads, and retaining their existing character and design.

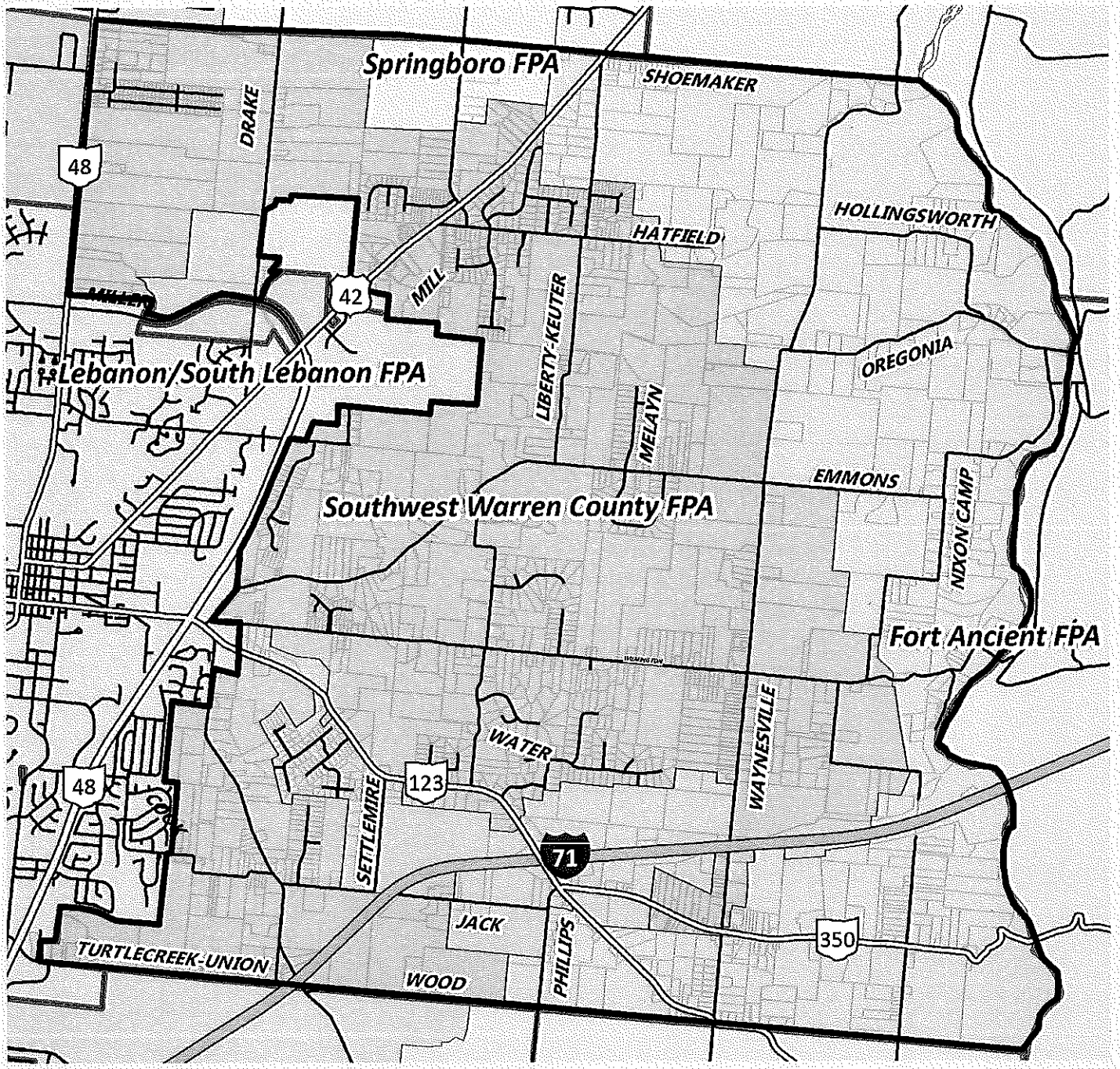
## WASTE WATER


The only sanitary sewer collection and treatment system within the study area is owned and operated by the City of Lebanon. Residential areas served by the City include the Cedar Trace subdivision. Service is provided with a 15" sewer line that was designed to accommodate future growth at the SR 123 and Interstate 71 interchange (the JEDD area). After the 123 and 71 Area Plan was adopted, the 2008 Plan, administered through the Ohio-Kentucky-Indiana Regional Council of Governments (OKI), was amended authorizing the City of Lebanon to serve the JEDD and the immediately surrounding areas. The extension of the sewer lines to the JEDD areas could require nearby residential to connect to central sewer. If a dwelling is within 200 feet of a sewer line; Warren County Combined Health Department may require a connection to the property/lot, the owner must pay a connection fee and begin using sewer service.

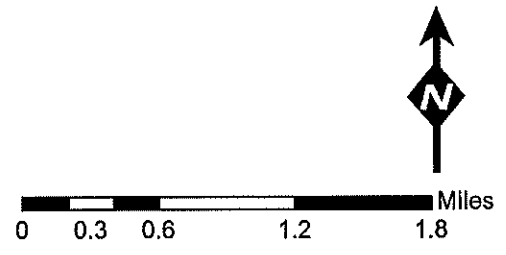
The City's wastewater plant has a current capacity of 6 million-gallons-per-day (mgd) with available capacity of about 12 mgd. The sewer line has the capacity to accommodate up to 1.87 million gallons of effluent per day at a minimum grade of 0.2 percent. According to an analysis conducted by the City of Lebanon Engineering Department, the entire gravity sewer service area, including areas beyond the proposed JEDD, could produce a peak demand of 1.80 mgd, which is well within the capacity of the existing sewer line. Other sewerage service is provided by on-site disposal systems (septic systems and package treatment plants).

# Eastern Turtlecreek Area Plan

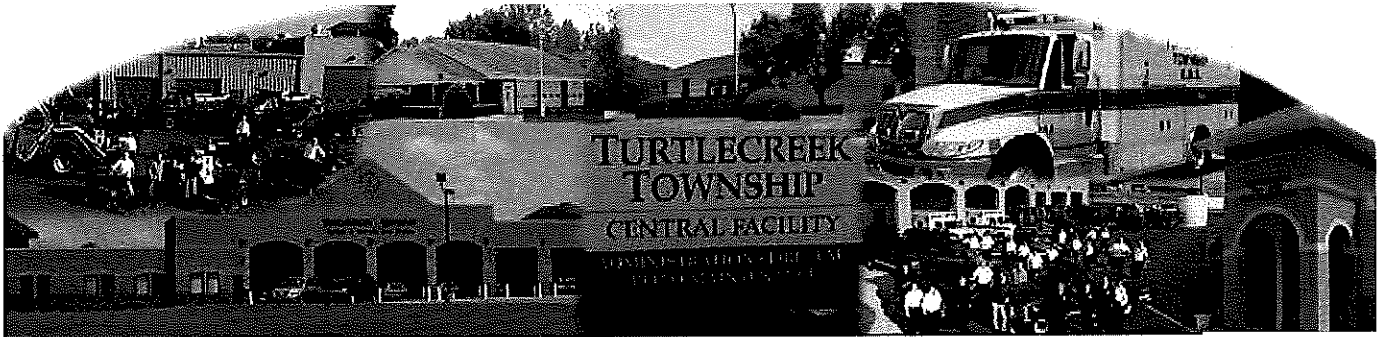
## Facility Planned Area



-  Caesar Creek FPA
-  Fort Ancient FPA
-  Lebanon/South Lebanon FPA
-  Southwest Warren County FPA
-  Springboro FPA



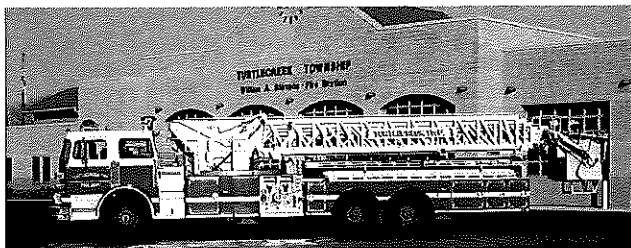
## FIRE SERVICE



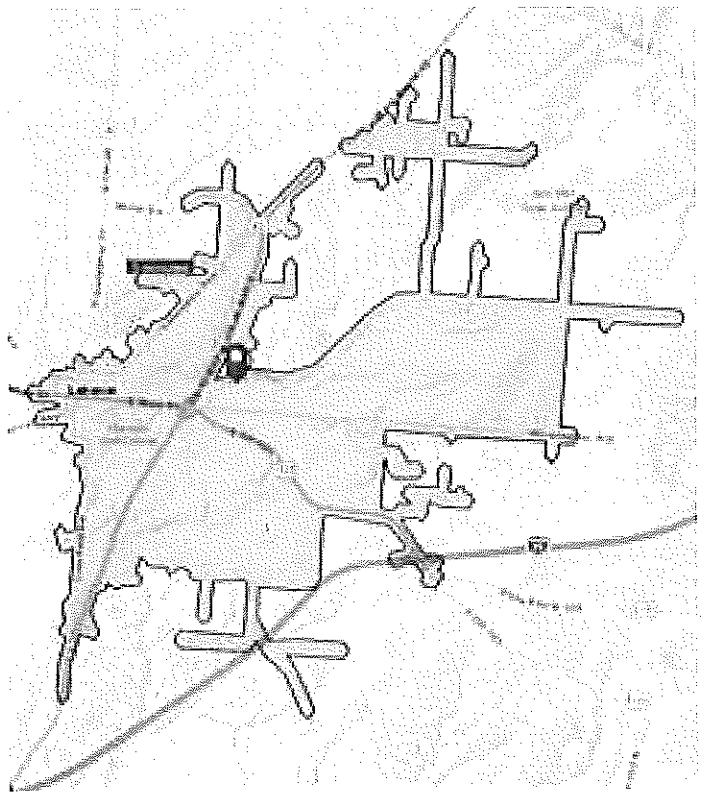
Township fire protection is provided by three fire stations throughout the Township and Eastern Turtlecreek is mainly served by Station 31, located at 1255 Oregonia Road. This station was constructed in 1974 and is staffed by volunteer fire fighters who respond to the station whenever there is a fire call. Station 31 houses four pieces of fire apparatus: One engine, two tankers, and a brush truck. Tankers are used on the Eastern side of the Township to supply water to fire scenes as there are no fire hydrants available.

The Turtlecreek Township Fire Department's service population in 2017 is estimated at 15,487 residents. Future demand for fire-rescue services will be driven by population concentrations, and the density of development.

With continued population growth expected and the aging population, the demand for emergency fire and rescue services are expected to increase. Two factors directly affect the department's ability to respond, one is the travel distance required to get to the site, and the other is the availability of personnel and equipment to respond. Planning for the future should be based on the premise that sufficient facilities should be built to maintain or improve the current level of service.



Five Minute Travel Time from Bostick Station (Station 31).



Bostick Station (Station 31).



**Fire Run Totals (all stations in Turtlecreek Township)**

Year	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2012	27	58	88	116	158	231	276	328	370	403	448	488
2013	32	59	94	125	168	198	246	291	320	367	397	428
2014	58	69	127	158	188	234	272	318	352	377	431	469
2015	44	87	125	163	195	235	287	332	365	404	432	471
2016	40	80	105	151	196	228	284	340	414	456	500	546
2017	27	55	96	138	182	226	274	312	351	408	450	493
2018	36	72	100	130	181	230	278	314	358	398	457	489

## COMMUNITY FACILITIES

There are a variety of community facilities within the region. Eastern Turtlecreek Township includes many facilities of their own which are indicated in blue. These include 13 hospitals, 3 libraries, 23 churches, and 2 cemeteries.

### Hospitals

Bethesda Medical Center at Arrow Springs
Bethesda North Hospital
Bethesda Butler Hospital
Children's Medical Center of Dayton
Clinton Memorial Hospital
Fort Hamilton Hospital
Kettering Medical Center
Sycamore Medical Center
Cincinnati Children's Hospital Medical Center
Dayton Heart Hospital
West Chester Hospital

### Libraries

Franklin Springboro Libraries
Lebanon Public Library
Mason Public Library

### Cemeteries

Pioneer Cemetery
Turtlecreek Cemetery

### Churches

Antioch Church of the Y
Bethany United Church of Christ
Bethel AME Church
Cobblestone Community Church
Countryside Community Church
Emmanuel Baptist Church
Fellowship Baptist Church
First Baptist Church of Lebanon
Freewill Baptist Church
Heritage Baptist Church
Lebanon Church of God
Lebanon Presbyterian Church
Lebanon United Methodist Church
Mt. Zion Baptist Church
Northside Baptist Church
Praise and Worship Center
St. Francis Desales Catholic Church
St. Patrick's Episcopal Church
Urbancrest Baptist Church
Lebanon Assembly of God
Lebanon Baptist Temple
Vineyard Community Church
Zion Baptist Church
Lighthouse Harbor Free Pentecostal Holiness Church
Lifeshouse Church

## SCHOOLS

The Lebanon City School District provides public education within all of Eastern Turtlecreek project area. The district is made up of a combination of rural and urban communities, including the City of Lebanon, all of Turtlecreek Township, and portions of Clearcreek, Franklin, Union, and Washington Townships. The district is located in a rapidly growing area of Warren County and continues to experience the effects of an increasing population. School service needs are related to the size of the residential population, and the geographic area served. General growth and development projects in the area contribute to a cumulative increase in the demand for education.

Local public schools serving the area are Lebanon High School, Lebanon Junior High, Berry Intermediate, Donovan Elementary, and Bowman Primary. The Lebanon City School District currently serves approximately 5,500 students of which 1004 (18%) live in Eastern Turtlecreek Township (2010) Census Data). Please note that this number differs from Table 2.2 below. Additional enrollment is students that attend the Warren County Career Center or other programs that are outside the district. The estimated school age population of the study area (at build -out) is estimated at 4020 students, this is not expected to occur until 2150 at the current rate of growth. The gradual costs associated with added demands on schools could prompt a re-write of the subdivision regulations requiring taking into account development impact on the school system. This process should address options to ease school overcrowding. These options may include new residential subdivision review process that determines if property tax revenues generated by development would offset assessment of impacts on the school system, and exactions.

New school construction has taken place in the past few years with facilities such as Bowman Primary School and Lebanon Junior High School. Donovan Elementary and Berry Intermediate School are total renovations, all of which were completed in the past decade and added to the local inventory. Current trends in population growth and land development indicate continued pressure in Lebanon School District over the next several years.

School	Capacity	Enrollment
Lebanon High School	1255	1624
Lebanon Junior High	822	869
Berry Intermediate	864	897
Donovan Elementary	822	856
Bowman Primary	1255	1183

### Lebanon High School

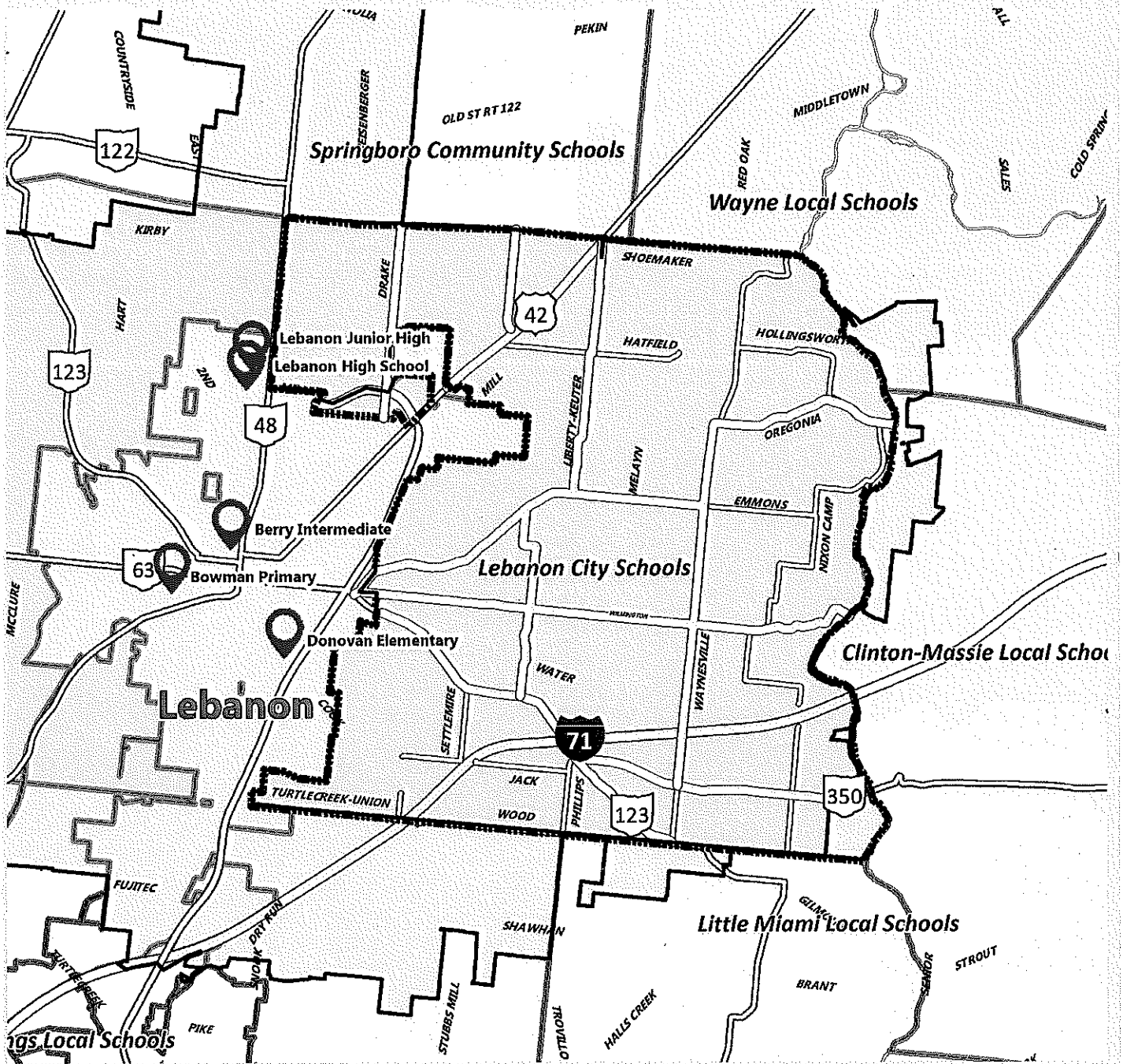






# Eastern Turtlecreek Area Plan

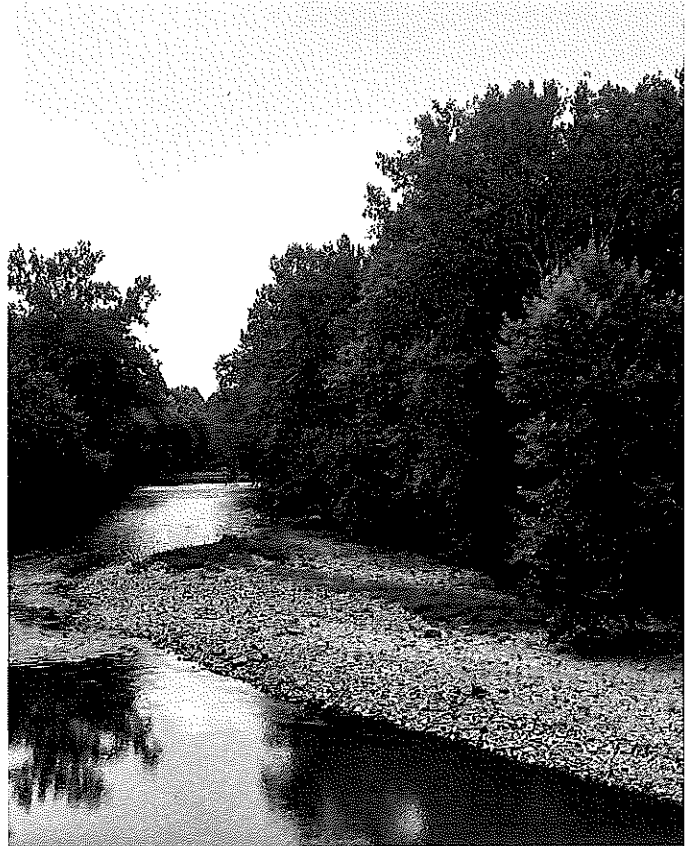
## School Districts



# Parks, Open Space & Trails

Many jurisdictions throughout the County have parks that serve the recreation needs of Eastern Turtlecreek.

These parks are diverse in size and facilities, ranging from large parks like Armco Park (45 acres) and Colonial Park in the City of Lebanon which attract visitors from throughout the County. There are two county owned parks within the study area, the undeveloped Roxie Shaw Memorial Park (Drake Road Park) and Ivins Memorial Park. Parks have a total land area of approximately 149 acres. Ivins Memorial Park is improved with a picnic area and tot lot. Although the study area has only two parks, residents have access to nearby parks and open space such as Colonial Park, Hisey Park, Gully Park, and the Little Miami River Trail ((See Map 2.8). The State of Ohio has several acres of open space along the Little Miami river by the Jeremiah Morrow Bridge, which serves as nature-based recreation lands, set aside primarily for conservation of natural resources with appropriate public use for recreation and enjoying the natural setting. There are also several private open space and recreational areas within developed subdivisions. In some instances, these areas can be used for passive recreation such as walking and biking.



**Above:**  
A view of the Little Miami River from the Wilmington Road Bridge.

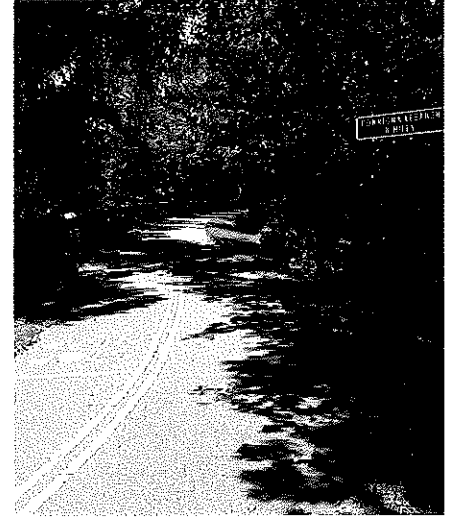
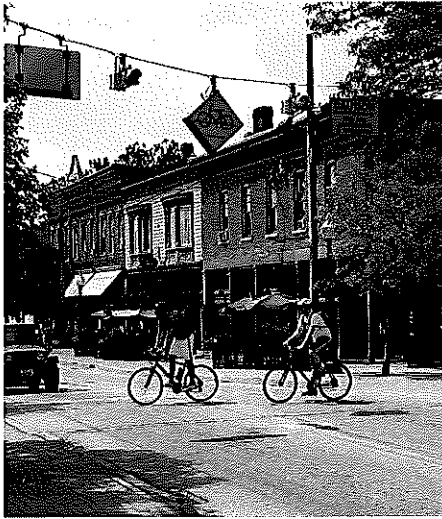


**Left:**  
A typical scene highlighting one of the beautiful creeks throughout the Township. This photo is of East Turtle Creek along Waynesville Road.





## TRAILS



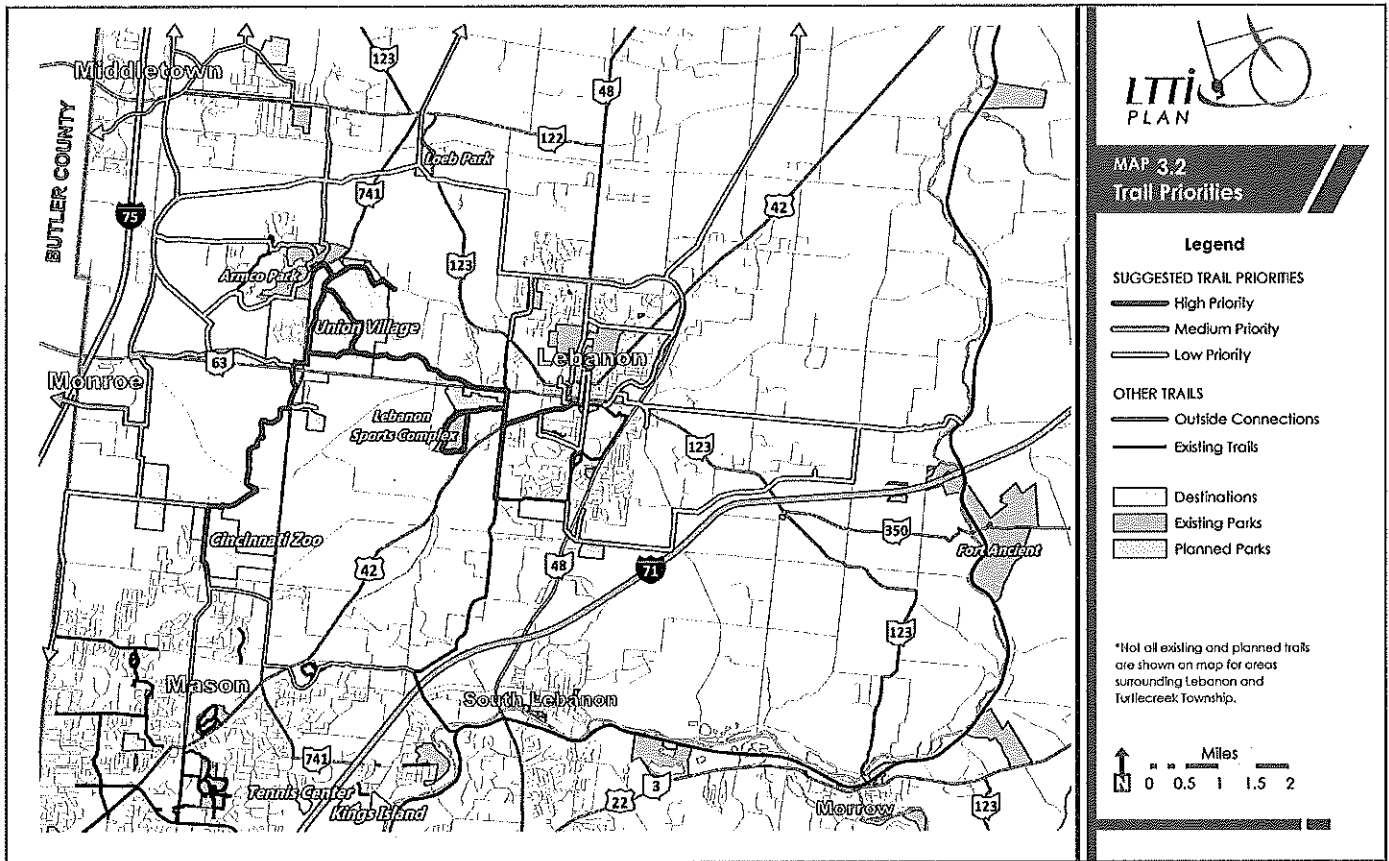
In recent years, Warren County communities have begun to redesign streets and construct robust trail networks to make active transportation such as walking and bicycling, more viable. In addition to providing low-cost forms of transportation, walking and biking offer many additional benefits including improved quality of life for residents and enhanced community health. Eastern Turtlecreek is uniquely positioned to benefit from its location between the Little Miami Scenic Trail (78.1 miles through five southwestern Ohio counties) and the Countryside Y Trail that connects to the City of Lebanon. Eastern Turtlecreek has an additional advantage because it is largely rural and forested, not only is the prevalence of green areas aesthetically pleasing, conducive for good health, and naturally attractive for trails but growing urbanization—such as in the nearby areas of the City of Lebanon—will make the green spaces increasingly attractive and more valuable for both living space and outdoor recreation. Should the Township succeed in linking to these widely popular trails, a wider range of recreation services would be available to residents. The development of this trail connection could also be designed to contribute to the area's preservation of its natural resources and help to maintain the rural character along with improved personal health.

A primary objective of this plan is to identify connections to these regional trail systems. Towards this goal several plans (The Warren County Comprehensive Plan, The Warren County Parks Plan, and the Lebanon-Turtlecreek Trails Initiative) have suggested trail routes within Eastern Turtlecreek. The LTTI Plan, which lays the foundation for Turtlecreek and The City of Lebanon to build a regional trail network, provides a detailed inventory of the Township's pedestrian and trail infrastructure. The report looked at several factors, including connectivity, access points, and trail quality that support both recreation and transportation needs and recommends trail routes. Although the report's primary focus was Western Turtlecreek Township, broad recommendations were developed for Eastern Turtlecreek that includes the following (See Map 2.9):

1. An on street bike lane that links the City of Lebanon to the Little Miami Trail along Wilmington Road,
2. An off road trail that runs northeast from the high school towards Waynesville that partially utilize abandoned rail lines, and
3. A combination of off road and on street trail that links the Countryside Y to the 123 and 71 JEDD.

**Upper left:**  
Bike path running through the City of Loveland.

**Above:**  
Photos of bike paths in the region including the Lebanon Trail and the Little Miami Scenic Bike Trail.



Numerous other planning efforts have been conducted, which have also included recommendations to improve bicycle and pedestrian equestrian conditions in Eastern Turtlecreek.

**Equestrian Trails:** Horseback riding is a popular activity in Warren County and throughout the state, and its popularity is growing. There are existent horse trails in the northwestern portion of the County but none in Eastern Turtlecreek. Given the rise in popularity and ongoing development of equestrian facilities in the County, Eastern Turtlecreek could benefit from establishing long-distance horse trails and providing additional support services for equestrians.

In the 2012 Census of Agriculture, Warren County was rated the 5th largest horse county in the State. In 2007, the Warren County Equine Advisory Board commissioned a study to determine the size, scope, and economic impact of the equine industry in Warren County. It determined that the County is home to 6,000 horses whose owners spend 24 million annually on their horses, barns, arenas, and riding equipment.

The study also determined that trail riding was the most popular equestrian activity. In late 2007, several Warren County horse owners learned that the Warren County Regional Planning Commission was updating the County's Comprehensive Plan and in order to represent horse owners, and hopefully impact the plan's recommendations, they organized the Warren County Equine Advisory Board. Their goal was to listen to all horse owners, determine what they would like to see in the future in terms of equine facilities in the County, and make those recommendations to the WCRPC.

# Natural & Agricultural Resources

Eastern Turtlecreek is rich in natural resources and preservation of the rural environment is of particular importance.

Eastern Turtlecreek Township residents value natural resources which provide amenity and recreational values more than urban economies. Yet, the threat to this area is that it is under pressure of urbanization. This result in trade-offs between short-term goals of development and long-term goals of preservation. An important step in this planning process involved the collection and analysis of significant environmental features within the study area. The conservation of agricultural and farm-based business activities go a long way toward preserving rural character and open space, the hallmark of Eastern Turtlecreek's quality of life. The inherent value of these resources is also conducive for quality outdoor experiences of many different kinds.

In addition to regulatory strategies towards the preservation of natural resources, this plan will also address non-regulatory strategies. Non-regulatory strategies could include pursuing an aggressive land acquisition program to purchase lands (either fee simple or through conservation easements) that have been prioritized based upon their environmental, scenic, and cultural value. The most effective tool for doing so is the Clean Ohio conservation and farmland purchase of development rights.

The resulting documentation of natural and agricultural resources is a series of maps. The Environmental & Natural Resources maps below identify all of these important assets.

This analysis looks at the following:

- Rivers and Streams
- Floodplains
- Topography, Slope, and Soils
- Significant Wildlife
- Agricultural Lands

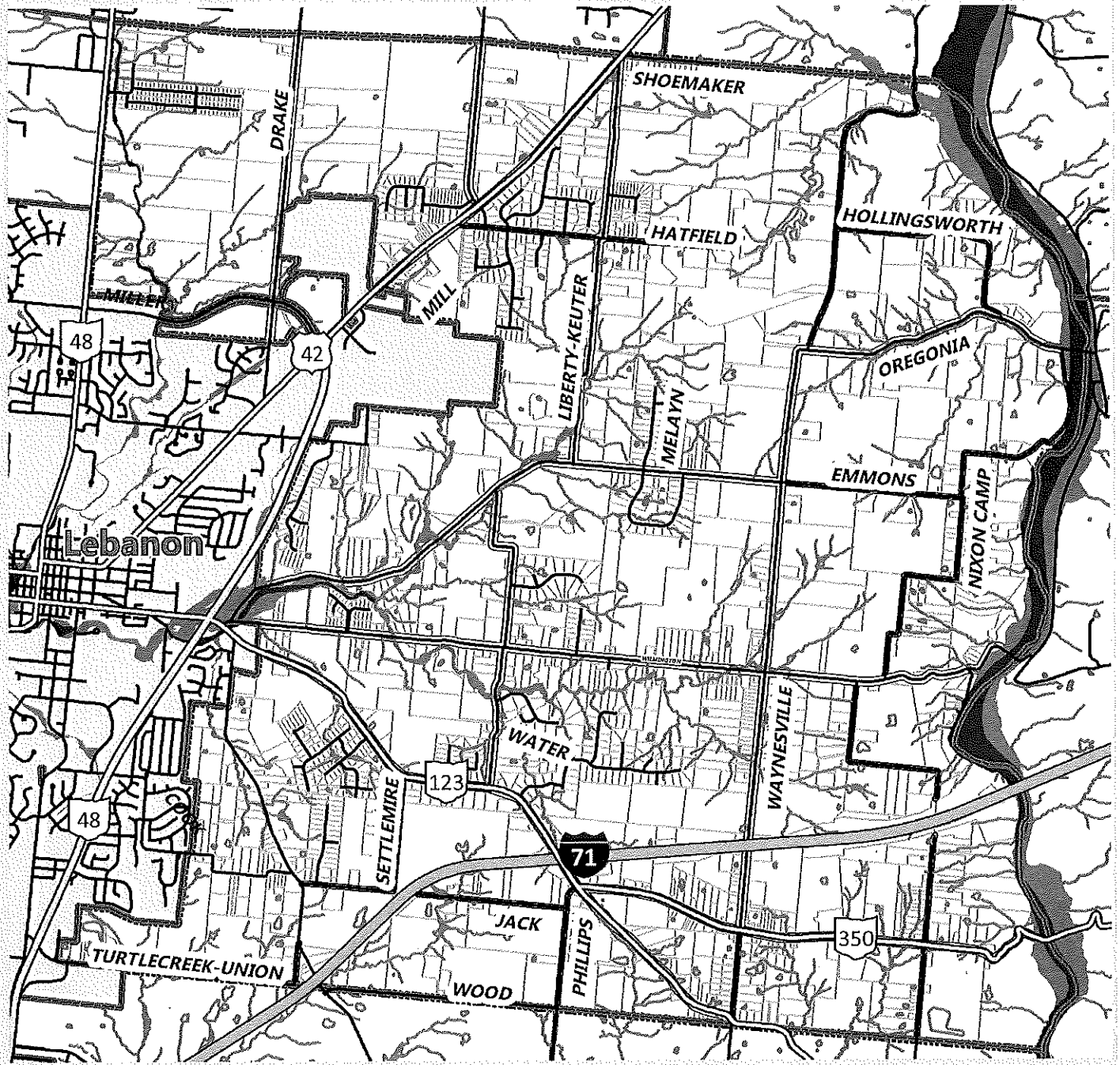
## Rivers & Streams




Noted for breathtaking vistas and scenery, the Little Miami River runs along the eastern border of Turtlecreek Township. On April 23, 1969, the Little Miami River earned the distinction of becoming Ohio's first designated State Scenic River. The Little Miami River was the first Ohio stream to also be designated as a National Scenic River. The river is navigable, and various parts of it have been developed as the Little Miami Scenic Trail, a 78-mile trail that will connect several counties— including Warren —and several municipalities. The river provides opportunities for water-based activities, such as fishing, canoeing, and kayaking, and supports rich and abundant aquatic life. More than 87 species of fish, 36 species of mussels (including five state endangered species), and numerous species of breeding birds reside within the river valley.

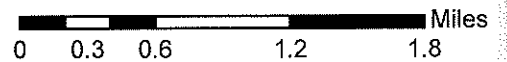
The Little Miami Conservancy (LMC), a nonprofit organization, is dedicated to the restoration and protection of the Little Miami Wild & Scenic River. LMC constantly addresses the ongoing challenges of development and public policy which impact the Little Miami and its future. The organization has acquired several strategically located easements and properties that aid in the conservation of the river. Other non-profit and government entities that own land along the Little Miami River (within Turtlecreek Township) include the YMCA of Dayton and The State of Ohio.

# Eastern Turtlecreek Area Plan

## Water Bodies



-  Streams
-  Floodway
-  Floodplain



The most significant stream is Turtle Creek which flows westwards towards the City of Lebanon. The study area also encompasses Hawley's Run, Cedar Branch, Halls Creek, and North Fork, as well as several named and unnamed streams. The protection of even the Townships small and unnamed streams is equally important. These streams, including those that do not have water year round, play a key role in providing critical habitat, food, and shelter for waterfowl, fish, and other aquatic species. They also mitigate damage from floods, provide sources of drinking water, filter pollutants, and support economically important local and downstream recreational and commercial uses.

Farmlands, sewage treatment facilities, residential uses, and many human activities have significant impacts on streams and the quality of waters. All streams in Eastern Turtlecreek are reviewed under the Warren County Streamside Setback guidelines (see appendix 2.1). These guidelines stress the importance of riparian buffers (protecting and restoring areas near streams) as one of the important ways to protect a stream's water quality and health. A healthy buffer supports stream health by providing a vegetated area that can include trees, shrubs, and other native plants between the stream and human activities.

**Stream Setback Distances**

**R**ecommended Stream Setback Distance based on contributing watershed size:

<b>Setback</b>	<b>Contributing Watershed Size</b>
50 feet	Up to 320 acres
75 feet	320 acres to 3200 acres (5 square miles)
100 feet	5 square miles to 20 square miles
300 feet	20 square miles and up

*The setback distance is on each side of the streambank. Your ideal setback distance can be determined by contacting the Warren County Soil and Water Conservation District.*

## Floodplains

The Little Miami River and associated floodplain makes up the eastern edge of the study area. This portion of the study area provides an unparalleled opportunity for parks, open space, and wildlife habitat. In addition to the floodplain designation, other resources are protected through the County's floodplain, steep slopes, and stream buffer regulations. As a participating community in the Federal Flood Insurance Program, Warren County provides many services related to flood hazard information on properties located in Eastern Turtlecreek. The Warren County Building Department regulates FEMA identified floodplains (jurisdictional floodplains). The purpose of the County's regulations is to control the alteration of the natural floodplains; prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas; restrict or prohibit uses which may result in damaging increases in erosion or in flood heights or velocities; protect and preserve the natural riparian corridor; and to control filling, grading, dredging, and other development which may increase flood damages. The floodplain regulations limits development activity within a floodplain, nevertheless there are still buildings within the Little Miami River floodplain.

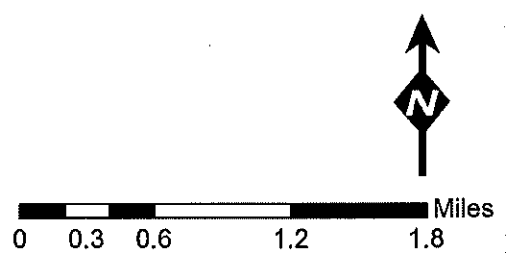
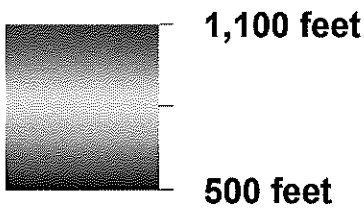
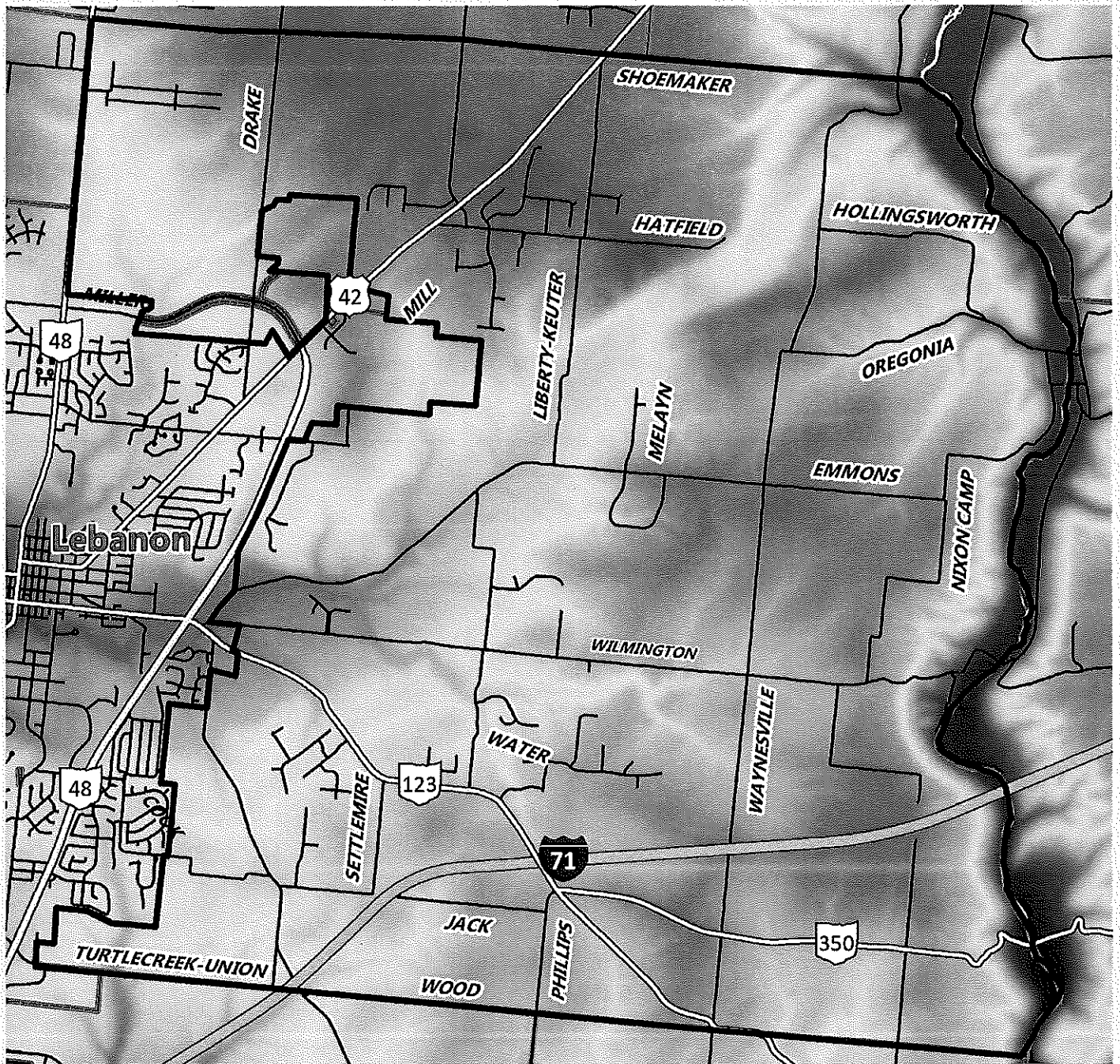
## Topography, Slope & Soils

The topography of the area generally consists of rolling hills and relatively gentle slopes. The predominant topographical feature is the Little Miami Valley where the topography generally slopes towards the river.



# Eastern Turtlecreek Area Plan

## Elevation



## Wildlife

Many residents understand the importance of the natural environment to the quality of life in Eastern Turtlecreek Township, and realize that development policies will affect their community and wildlife habitats far into the future. They also understand that wildlife preservation directly correlates to the conservation of wildlife habit. Preventing extinction and preserving species' ecological roles requires protection of their natural habitats. Therefore, the continued conservation of Eastern Turtlecreek Township's scenic rivers, natural areas, wildlife areas, floodplains, parks, and lands owned by non-government conservation groups forms the foundation of protected high-priority habits. Rare and endangered species are mainly concentrated along the Little Miami River valley and around the 123 and 71 JEDD area. The goal is to protect native wildlife in its natural habitat and to secure biodiversity throughout the Township.

Habitat is also protected through incentive programs like the Clean Ohio program, a program for the purchase of forest and habitats. Another tool for indirect habitat conservation is the Ohio Forest Tax Law (OFTL) program which provides for a straight fifty percent reduction in the local tax rate on forest land. OFTL has its own requirements for eligibility for the woods and for the landowner. The woods must be at least 10 contiguous acres and at least 120 feet wide.

Land acquisition by conservation organizations and/or federal agencies is not the only solution to protecting lands of conservation value. Careful land use planning and zoning can reduce the impacts of development on wildlife. Planning can play a critical role by gathering and synthesizing relevant biological information that can help inform land use policy decisions. Carefully designed cluster subdivisions are also a tool for habit conservation. Clustering standards specify an average low density for development, but require that the dwellings be clustered on, for example, 25% of the lot, leaving the other 75% as open space. While there are benefits to conservation subdivisions, Researchers found that human-adapted species were prevalent in clustered developments while development sensitive species were only common in undeveloped sites.

### NATURAL AREAS IN OHIO

Natural areas that have diverse topographies, geologies and elevation ranges, and that are well connected to other natural areas, offer the greatest potential for supporting a variety of plants and animals.

- Edge of Appalachia Preserve / Shawnee State Forest
- Cuyahoga Valley National Park
- Wayne National Forest Athens Unit
- Little Miami River / Ft. Ancient State Park
- Mohican State Forest & State Park
- Vermilion River riparian forest and wetlands
- Vermilion River Park
- Salt Creek watershed / Tar Hollow State Forest
- Old Woman Creek wetlands / Old Woman Creek
- National Estuarine Research Reserve

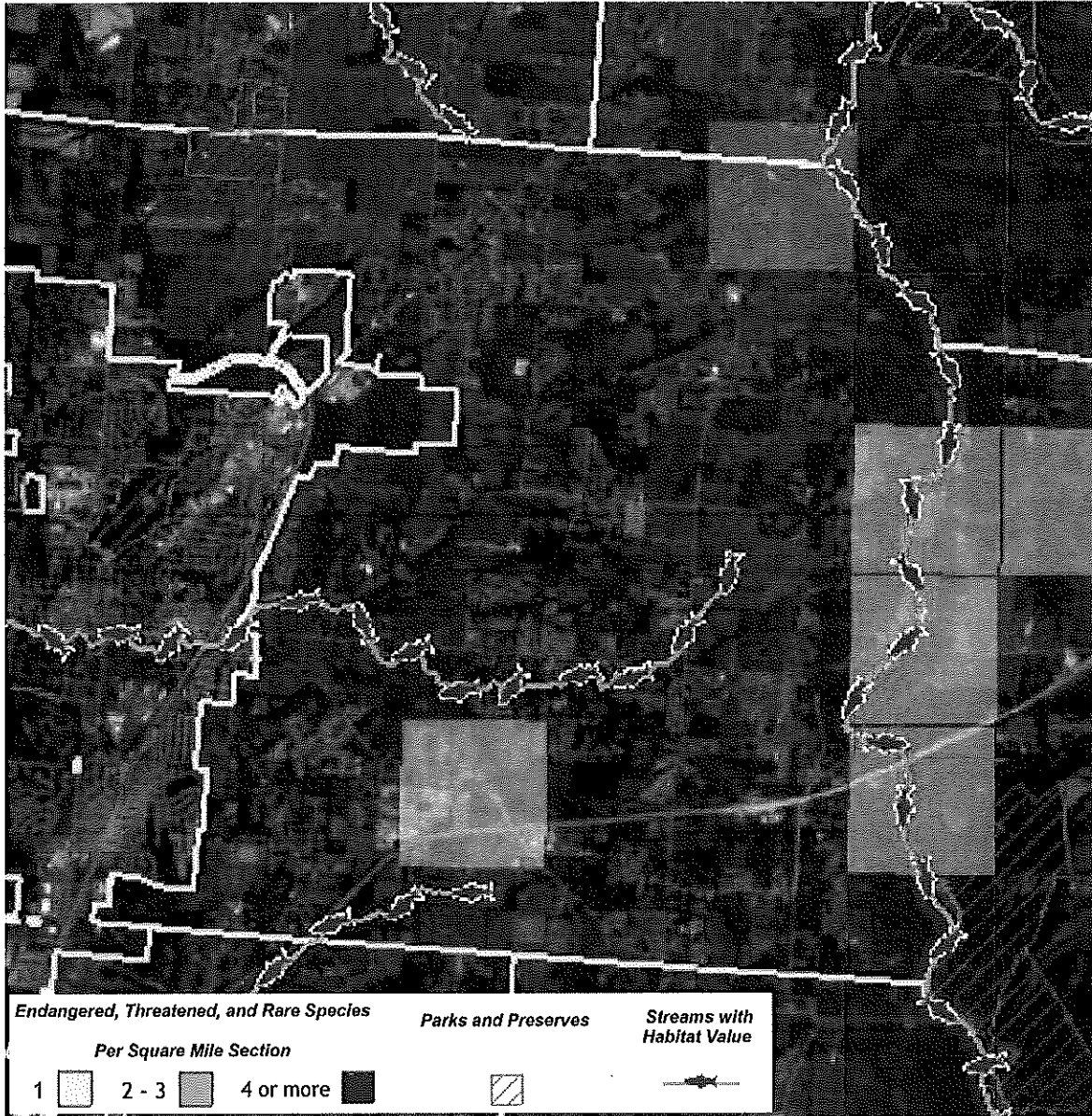
Source: The Nature Conservancy in Ohio, Ohio Landscapes Fall/Winter 2018

Both large lot zoning (one unit per five acres) and cluster subdivisions are limited in terms of their conservation benefits. Instead, a more complicated, but perhaps more effective, system for protecting large blocks of habitat, while also providing some equity for landowners, is the purchase of development rights through the Clean Ohio Conservation program. Towards this objective, it is important to identify priority lands based on ecology alone in order to understand the array of conservation options and which areas should be targeted for the Clean Ohio Conservation program. The conservation element of this plan can be used to steer development away from ecologically significant areas.

The work of The Little Miami Conservancy (LMC) is significant towards the preservation of wildlife habitat. LMC is dedicated to the restoration and protection of the Little Miami National Wild & Scenic River and has controlling interests in acres of riverfront lands in Eastern Turtlecreek Township and has worked with riverfront landowners, developers, local officials, and others to preserve critical riparian lands for wildlife habitat.

# Eastern Turtlecreek Area Plan

## Endangered Species



**ENDANGERED** A native species or subspecies threatened with extirpation from the state. The danger may result from one or more causes, such as habitat loss, pollution, predation, interspecific competition, or disease.

**THREATENED** A species or subspecies whose survival in Ohio is not in immediate jeopardy, but to which a threat exists. Continued or increased stress will result in its becoming endangered.

**SPECIES OF CONCERN** A species or subspecies which might become threatened in Ohio under continued or increased stress. Also, a species or subspecies for which there is some concern but for which information is insufficient to permit an adequate status evaluation. This category may contain species designated as a furbearer or game species but whose statewide population is dependent on the quality and/or quantity of habitat and is not adversely impacted by regulated harvest.



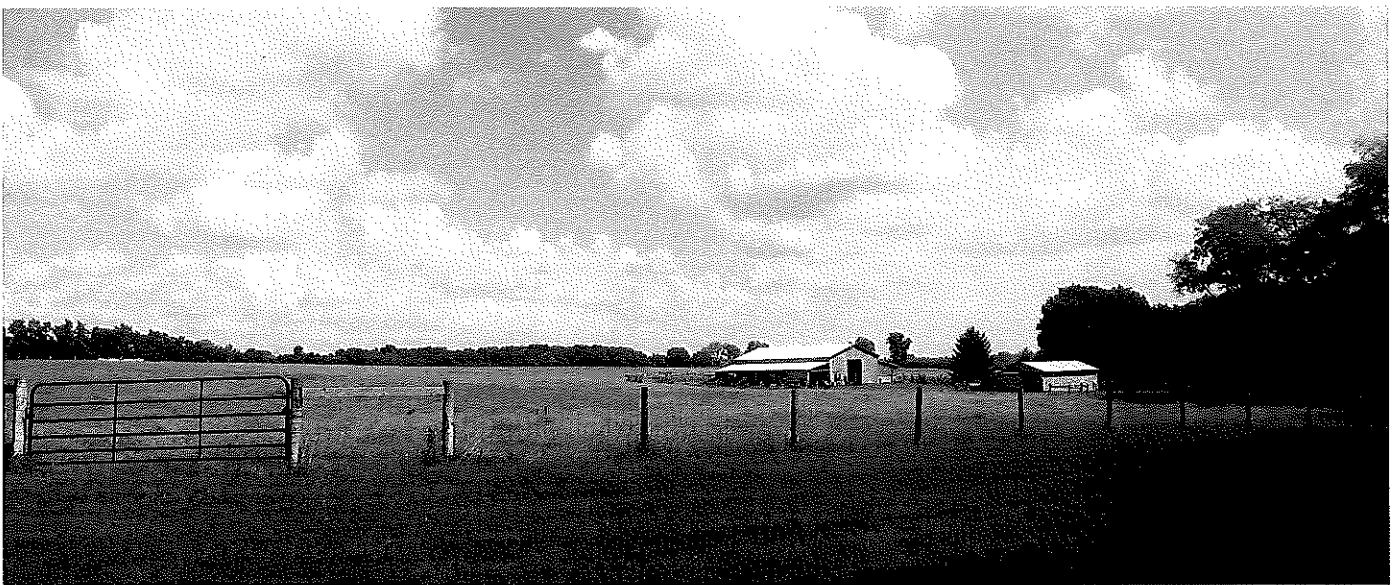
## Agricultural Land

The land use patterns of Warren County exert considerable influence on the agricultural industry. Rather than physical features and soils suitability, land use patterns have determined where farmland remains the predominant land use in the County. Growth pressures have consumed most of the farmland in western Warren County while areas such as Eastern Turtlecreek Township that are farther away from Interstate 75 and urban centers have retained their rural, agricultural character. Agriculture remains an important part of the County's economy. Tourists who visit Warren County to enjoy its scenic agricultural landscapes, patronize its farm stands, markets and other on-farm activities, and also support local restaurants and motels. The influence of these agricultural linkages on Warren County's economy is evident.

Beyond the role of agriculture as part of the County's economy; agriculture has a significant effect on the Township's character — its rural landscape and open vistas. For many residents and visitors, the area's farms are a defining contributor to the perception of Eastern Turtlecreek as a unique place — a rural community. Residents have expressed a strong desire to retain farming as a significant component of the Township's landscape and economy. Well-managed farm lands also provide food and cover for wildlife and protect watersheds. It helps control flooding, absorbs and filters stormwater, and allows groundwater recharge.

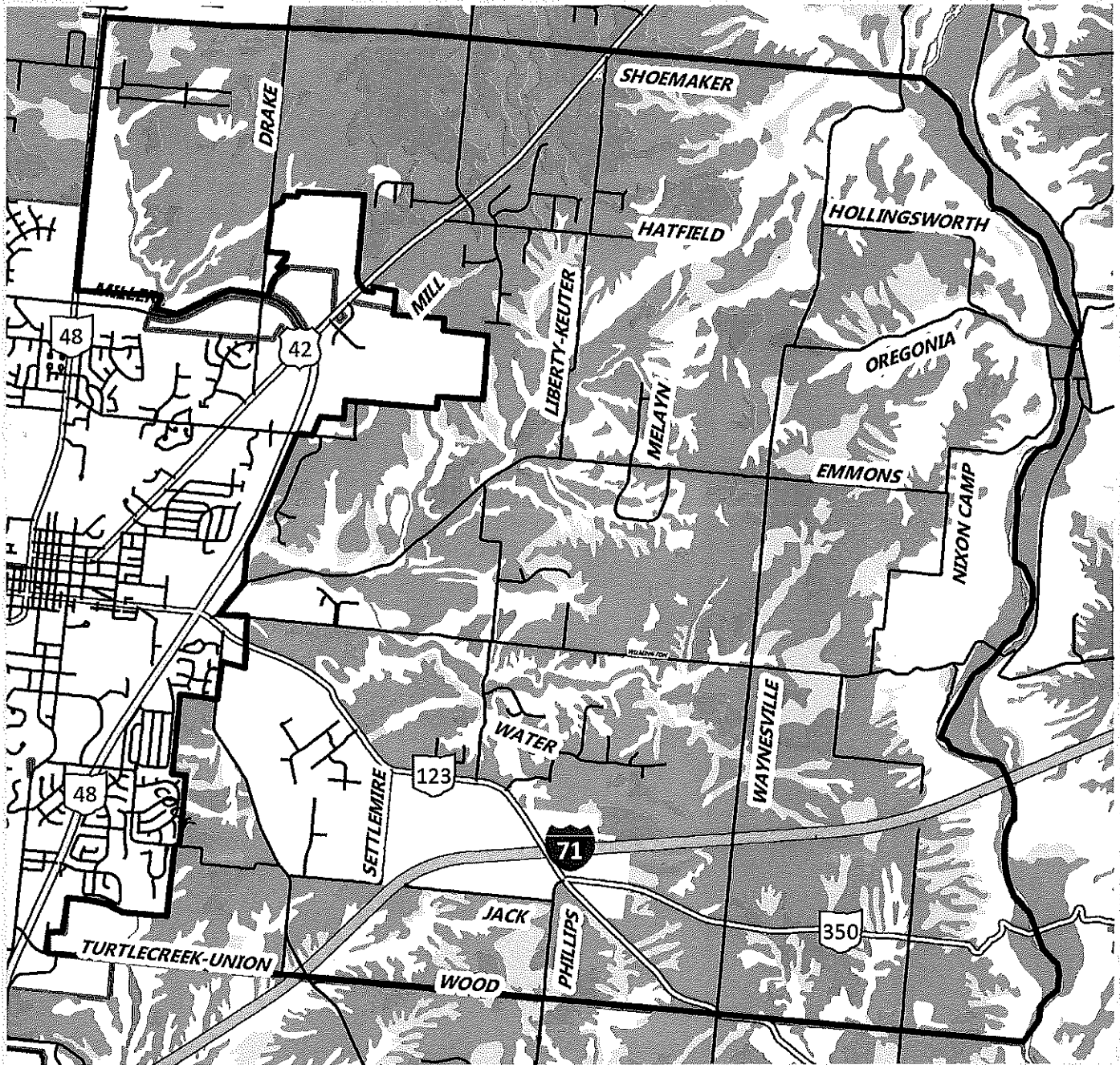
Despite its importance, Eastern Turtlecreek agricultural land is at risk. It is ripe for development because it tends to be flat, well drained, and open. However, zoning and the lack of sewer lines, has helped to manage the expansion of urban and suburban development into Eastern Turtlecreek. Nevertheless, as the landscape of Warren County continues to evolve, appropriate and effective land use planning efforts will be instrumental in the preservation of farmland and local farmers.

The county farming economy has continued to see the number of area farms decrease. This can be attributed to diminished farm product returns, aging farmers seeking retirement through land sales, and demand for rural housing. The demand for rural housing and changing land use patterns have also reduced the availability of the farmlands and agricultural infrastructure that farmers depend upon to remain profitable. Simple economics plays a role in the loss of farmland. The loss of farmlands is less pronounced in Eastern Turtlecreek. Whether a full-time or part-time vocation, significant areas in Eastern Turtlecreek qualify for Current Agricultural Use Value (CAUV). The state government has led the response to agricultural land conversion with the CAUV program that offers a form of property tax relief for farmland—farmland owners have their parcels taxed according to its value in agriculture, rather than full market value.






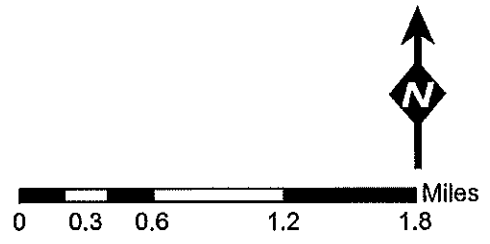
# Eastern Turtlecreek Area Plan

## Prime Farmland



**Farmland Class**

-  All areas prime farmland
-  Farmland of local or statewide importance
-  Prime farmland if drained

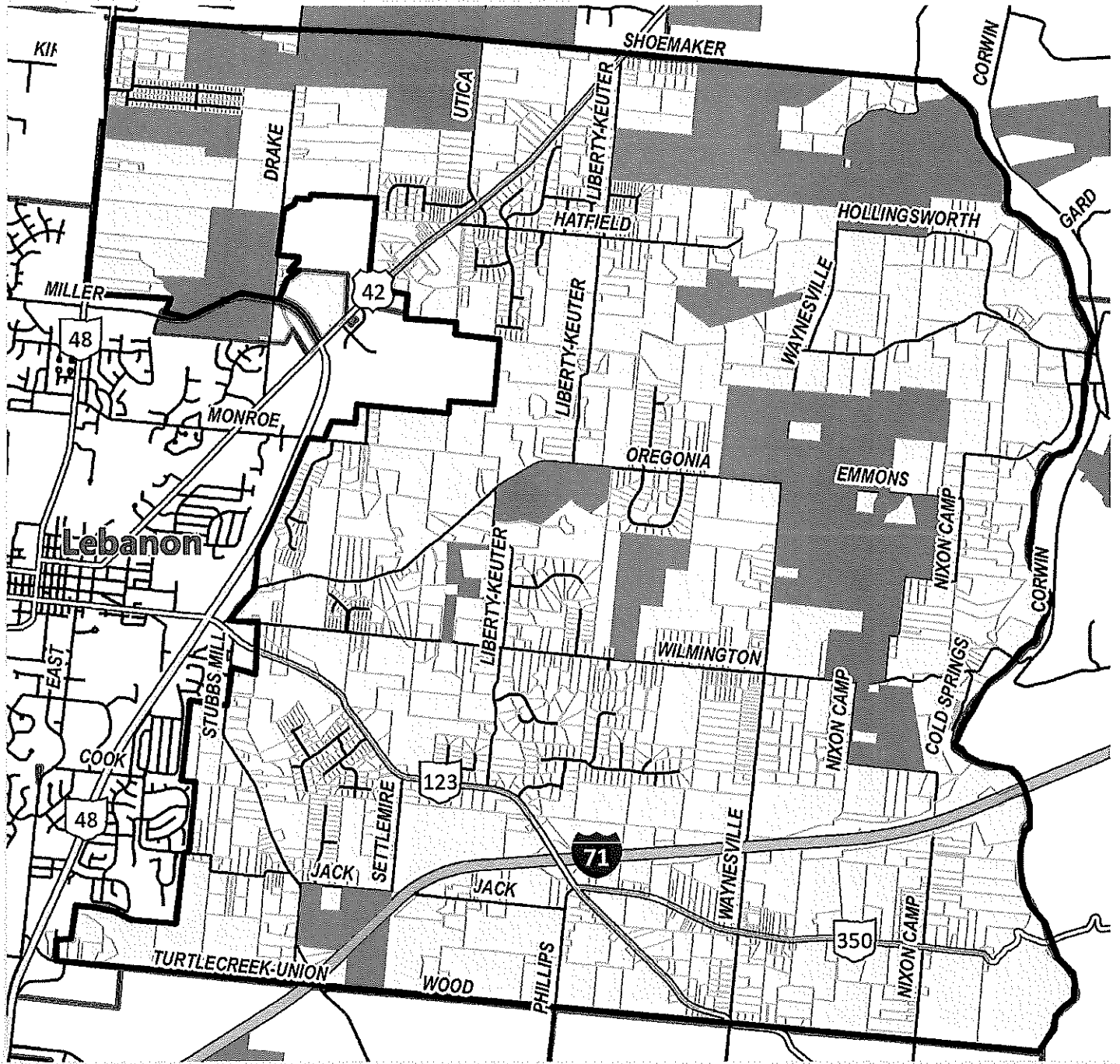






In addition to the CAUV program, a variety of tools are available to assist with agricultural land preservation. The table below outlines tools that are available to landowners, these are the most frequently used in Ohio. Tools for local government include agricultural zoning, which addresses land use provisions that help to support agriculture. It should be kept in mind that agricultural zoning is only one of a number of tools that can be used and that the most effective land preservation plans will use several tools working together to achieve preservation goals. Allowing agritourism uses makes farming more viable as these activities provide valuable income for farmers and agricultural-related businesses.

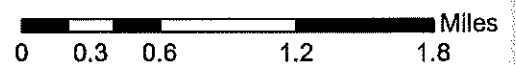
Program	Requirements/Size	Process	Length	Taxes/Other Benefits
<b>Agricultural Districts</b>	Land or combination of lands must total 10 acres or more to be included in the district, or have generated an average yearly gross income of at least \$2,500 during the past three years.	In unincorporated areas, landowner applies to the county auditor for inclusion in the district. There are additional steps for those within municipalities.	District is in effect for 5 years from date of application	Provides protection against nuisance suits over farm operations, deferment of tax assessments on land to build sewer and water lines, and allows for additional review if land is taken by eminent domain for a public purpose.
<b>Agricultural Security Area (ASA)</b>	Creates blocks of at least 500 acres of farmland where agriculture is encouraged and protected and may include multiple farmland owners. Farmlands must be enrolled in Agricultural District and CAUV.	Local governments agree to not initiate, approve, or finance development for residential, commercial, or industrial purposes for 10 years while landowners commit to exclusively engage in agricultural activities and related development.	10 years	Landowners may request from the local government a tax exemption on new investments in a building, structure, or fixture used exclusively for agricultural purposes
<b>Agricultural Easement Purchase Program</b>	Must be a minimum of 40 acres, unless adjacent to another farm, then the minimum is 25 acres. Must be enrolled in CAUV.	A minimum of 25 percent of the points-based appraised value of the agricultural easement must be provided either in cash match by the local sponsor, donation by the landowner, or a combination of donation and cash match. Must have local sponsor to agree to share monitoring and enforcement responsibilities.	Permanent	Land remains in private ownership, continues to produce crops and pays taxes. Easement proceeds are re-invested in local community.
<b>Farm and Ranch Lands Protection Program</b>	Must be subject to a pending offer or option to purchase. Must contain 50% prime, unique, statewide, or locally important farmland. Must contain cropland, grassland, pasture land, or forest land that contributes to the economic viability of an agricultural operation. Can not include more than two-thirds of forest land in easement.	Arranges Purchase of Development Rights through conservation easements that limit non-agricultural uses on private lands.	Permanent	Maintains land in agricultural production and private ownership with the support of local governments.

# Eastern Turtlecreek Area Plan

## CAUV Properties > 100 acres



-  CAUV Properties (100 acres and greater)
-  Eastern Turtlecreek Plan Parcels
-  Eastern Turtlecreek Plan Boundary
-  County Boundaries







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# CHAPTER 3

## HOUSING

### &

## LAND USE

Turtlecreek Township expresses two very different styles of community character.

**W**estern Turtlecreek has a more urban atmosphere because of its location, development pattern, and land uses, while Eastern Turtlecreek Township has remained rural in character. In Eastern Turtlecreek Township large lot single-family residential uses, pastures, and farmsteads are still a common sight, along with natural areas that provide habitat for wildlife and recreation for visitors. This Chapter offers recommendations for future development and conservation that will help Eastern Turtlecreek Township retain its rural character and protect the environment.

During the planning process residents stated that they would like the following: a “rural-residential” landscape and lifestyle; managed and attractive businesses that serve residents; safe roadways; open spaces that enhance environmental quality; preserved farmlands; and a distinct identity for Eastern Turtlecreek Township. The recommendations of this chapter, in particular the zoning standards and the natural resources recommendations, may be applicable beyond Eastern Turtlecreek Township and their implementation and effectiveness will require discussion, coordination, and implementation on a regional basis.





Several overall development themes are woven together throughout the policy guidelines reflected in this Plan, in particular, continuing to manage residential growth through environmentally sensitive subdivision design. Policies are intended to direct major higher density residential developments into areas adjacent to the City of Lebanon and around the JEDD that will be more accessible to public infrastructure. Low density, rural lot residential subdivisions, where lot size enhances the rural character, are directed to those areas closer to the Little Miami River. Residential subdivision designs are encouraged through the zoning process that are sensitive to the rural character, protection of farmland, support open space, and recognize the importance of natural resources. The Plan also focuses on how to sustain and support future rural economic development (agriculture and agritourism). Policies are designed to recognize that sustainable economic growth, environmental protection, and rural quality of life can be pursued together as mutually supporting public policy goals.

Goal: Preserve, protect, and enhance rural Eastern Turtlecreek Township in a way that honors its traditional rural lifestyle; wildlife habitats and environmentally sensitive lands; the Little Miami River corridor; culture of farming; scenic vistas, and recreational amenities; while allowing for limited and compatible low-density residential development, as well as limited commercial services.



# RURAL CHARACTER & ZONING

The natural environment, rather than the built environment, primarily defines the character of Eastern Turtlecreek Township.

**T**his character requires maintaining the current pattern of large lot residential development with limited areas, primarily adjacent to the City of Lebanon that allows an alternative development pattern at somewhat higher density.

## ZONING, DENSITY, & SUBDIVISION

### Zoning & Density

The rural character and natural landscapes of Eastern Turtlecreek Township attract many people to live in this area of the County, however, the continual development of new houses threatens to diminish the very aspects of rural character that many residents seek. The threat to the character of Eastern Turtlecreek comes primarily in the form of rezonings, including Planned Unit Developments that may increase the development density without being sensitive to natural resources and the rural character of the area.

This was acknowledged in the 2012 rewrite of the zoning code and therefore the current zoning standards were based on similar principles as those heard during the Eastern Turtlecreek Township planning process. Thus, the zoning standards work to implement the vision for Eastern Turtlecreek Township and have been effective in achieving a desirable form of growth. Residents are satisfied with the way that Eastern Turtlecreek has developed and would like to continue the current type and form of growth. Therefore, few changes to the zoning code are recommended. The few zoning code changes that are recommended mainly recognize the distinction between urban areas and rural areas and are an effort to continue the distinction in character between western and eastern Turtlecreek Township.

The current low density standards for residential development have been in place since 2012. The allowable densities decrease from the boundary of the City of Lebanon towards the Little Miami River, this has effectively served to maintain the rural character while allowing some development. Although the current low density zoning prevents over development, the placement of one house on every 5 acres can create its own set of problems. Randomly placed residential sites can fragment farmland, disrupt visual character, deplete natural resources, impact adjacent uses, or require costly extensions from rural services (roads and sewer). Therefore, careful site plan review and design review should be tied with low density zoning to ensure desirable development. The following zoning code changes are recommended:

Buffer Standards between Resident Uses

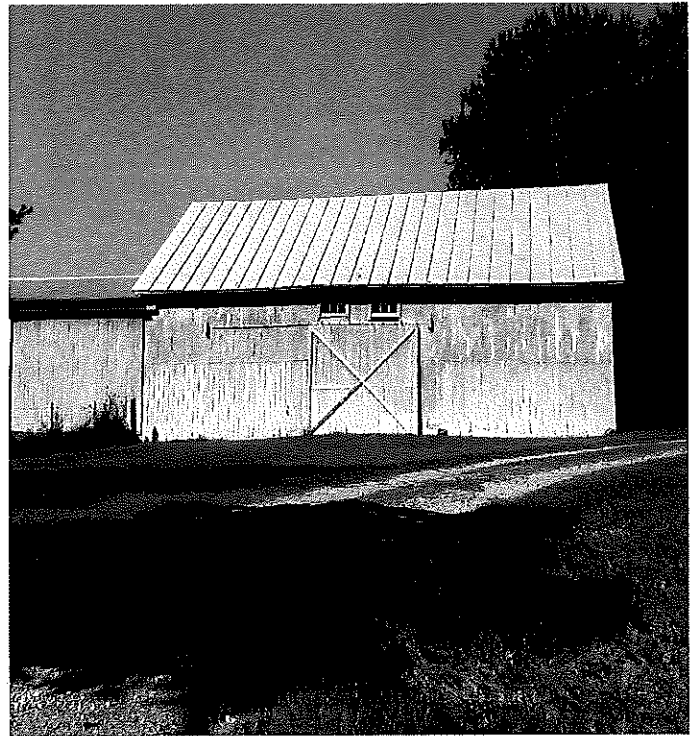
Density & Design Adjacent to the City of Lebanon

Density & Design Adjacent to the 123 & 71 JEDD

Development Within the Little Miami River Valley

Lighting Standards for a Dark Sky





# Zoning Code Changes

## Buffer Standards between Resident Uses

Eastern Turtlecreek has a mix of platted subdivisions and rural lots. Although the land use is similar on both these types of development lots (residential uses) there is desire to buffer these uses. This is particularly important where the greater-density zoning is adjacent to lower-density residential areas. New development can create compatibility and livability issues due to their setbacks, and inconsistently applied transition requirements. Currently the Warren County Rural Zoning Code does not require a natural or landscaped buffer between residential uses regardless of density. The effect of a buffer is mainly physical: it provides space, obstructs undesirable views, and in other ways reduces the impact of one use upon another. A second advantage of requiring buffer plantings or conservation areas is that they help to preserve the rural aesthetics. The Warren County Rural Zoning Code should be updated to require natural or landscaped buffers for all major residential subdivisions.

## Density & Design Adjacent to the City of Lebanon:

The areas adjacent to the City of Lebanon provide residents with convenient access to economic opportunities, jobs, services, and urban amenities and as such are attractive places to settle. These areas are expected to grow at a faster pace than the Eastern Turtlecreek areas as a whole and will face pressure to continue to provide more housing and services to new residents. These areas are mainly zoned R-1 which allows for one unit per acre. This density is higher than the other areas of Eastern Turtlecreek Township but lower than densities in the City of Lebanon. In the past low density has been the primary tool used to preserve rural character. However, density alone does not ensure quality subdivisions that implement the vision of Eastern Turtlecreek Township (preserving rural character, conservation of natural resources, and great neighborhoods).

New residential subdivisions within the R-1 zoning district should be incentivized to develop under the rural cluster standards utilizing Low Impact Development techniques. Cluster design can be blended with “traditional neighborhood design”, and in the R-1 areas with access to public water and sewerage this is particularly achievable. Slightly higher densities are acceptable, through the PUD process, because of the adjacency to the City of Lebanon and the possibility of extended utilities. Nevertheless, all new residential subdivisions within the R-1 zoning district should be subject to design review. These recommendations would require modifications to the Warren County Rural Zoning Code.

### **Density & Design Adjacent to the 123 and 71 JEDD:**

The residential areas surrounding the 123 & 71 JEDD have been included in the amended City of Lebanon’s Facility Planning Area (FPA). The FPA was amended as a part of the 2008 Plan, primarily to provide sewer service to the JEDD. The FPA and the proposed sewer system are designed to accommodate future growth beyond the JEDD area. According to an analysis conducted in 2012 by the City of Lebanon Engineering Department, the JEDD and areas within the expanded FPA could produce a peak demand of 1.80 MGD, which is well within the capacity of the existing sewer line.

Similar to the areas immediately adjacent to the City of Lebanon, these areas can be served by extending utilities and are appropriate for rural residential cluster developments and residential PUDs at slightly higher densities. Subdivisions within the FPA should be subject to design review and should utilize Low Impact Development techniques.

### **Development Within the Little Miami River Valley:**

The Little Miami River valley has long been recognized by the community as a valuable asset of regional importance. The importance of the river to the present and future of Eastern Turtlecreek Township is driving the need to discuss values, concerns, and goals for the river and the adjacent lands. Opportunities that the residents specifically identified include a desire to encourage partnerships with conservation groups (Little Miami Conservancy & Cardinal Land Trust) to promote the conservation of the river. Additional strategies include land acquisition using Clean Ohio Funds and site plan and development review. Development review within an overlay zone can be a highly effective tool.

Currently the County’s least intense zoning district is applied along the river (RU— 1 unit per 5 acres). This coupled with the zoning code’s resource protection factor and floodplain regulations provides significant protection. Even so, a Little Miami River Valley overlay should be mapped and administered administratively (not an amendment to the zoning code). The purpose of the overlay is to coordinate agency review and provide guidance for development within the valley with the objective of facilitating, protecting, maintaining, restoring, preserving, and enhancing the natural, scenic, and recreational qualities of the Little Miami River. The review of non-residential developments and major subdivisions should be coordinated with Warren County Soil and Water Conservation District, Little Miami Conservancy, Warren County Engineer’s Office, and the Warren County Regional Planning Commission.



## FUTURE LAND USE MAP

The future land use map is a component of the Warren County Comprehensive Plan and will be used to guide future development within Eastern Turtlecreek Township. As part of the planning process the Future Land Use Map will be adopted by Turtlecreek Township and the Board of County Commissioners. The map will influence future decision-making with regard to zoning changes. Township Officials, County Officials, and staff will review the Eastern Turtlecreek Plan and specifically the Future Land Use Map when there is an application for rezoning. If the proposed zoning change conflicts with the Future Land Use Map there is grounds to deny the rezoning request. At the same time the Land Use Map can be used as justification for a zoning map update to reflect the communities future land development intentions.

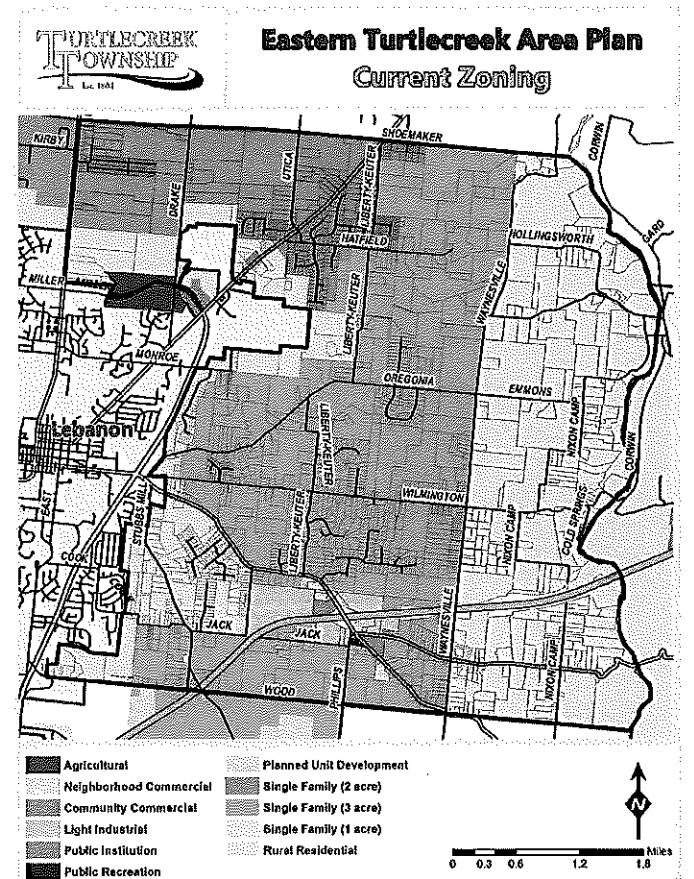
Land use categories described in a comprehensive plan are typically not the same as zones or districts described in the zoning code. Land use categories are usually broader than the districts outlined in a zoning code. Therefore, the Future Land Use Map may outline fewer land use categories than there are zoning districts. The result is that each land use category may later be translated as multiple zones in the zoning code. Land use categories outline a long-term vision for physical development, while zoning is the legislative ordinance that regulates future development.

A significant portion of the public participation process was devoted to establishing the Proposed Future Land Use Map. Through multiple interactive meetings, the Citizens Advisory Committee gathered into discussion groups to mark-up map to designate land use in Eastern Turtlecreek. The committee then met as a whole to debate the final Proposed Land Use Map. In general, the proposed map is a better reflection of the Current Zoning map for the area.

The Proposed Future Land Use categories are applied to areas of consistent character, use, and intensity that share similar goals and objectives for future use, preservation, and/or development. The changes in the Eastern Turtlecreek study area includes residential density, commercial, and office future land use categories. The primary areas most subject to change in the revised map are:

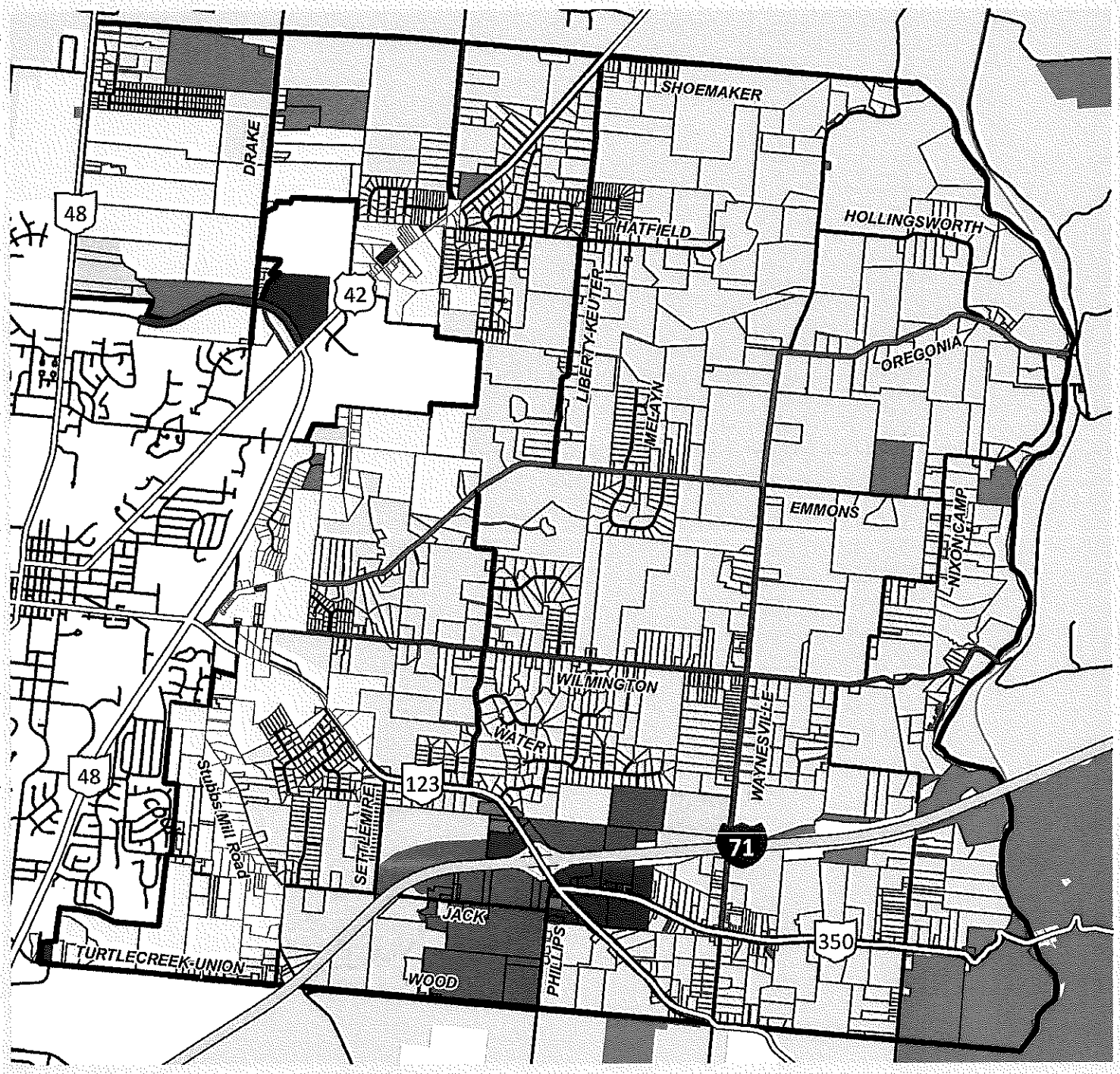
The primary areas revised on the map are:

- Single Family Residential near Lebanon.
- Single Family Residential along SR 123.
- Single Family Residential in Genntown.

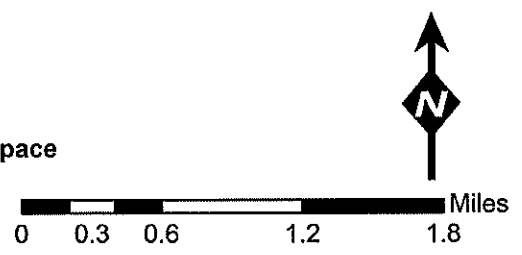


# Eastern Turtlecreek Area Plan

## Proposed Future Land Use Map



- |  |                                |  |                                   |
|--|--------------------------------|--|-----------------------------------|
|  | Agricultural Rural-Residential |  | Office                            |
|  | Commercial                     |  | Protection Area                   |
|  | Industrial                     |  | Public/Semi-Public                |
|  | Mixed-Use Neighborhood         |  | Parks and Recreational-Open Space |
|  | Multi-Family Residential       |  | Single Family Residential         |





## 71/123 JEDD ZONING AND LAND USE

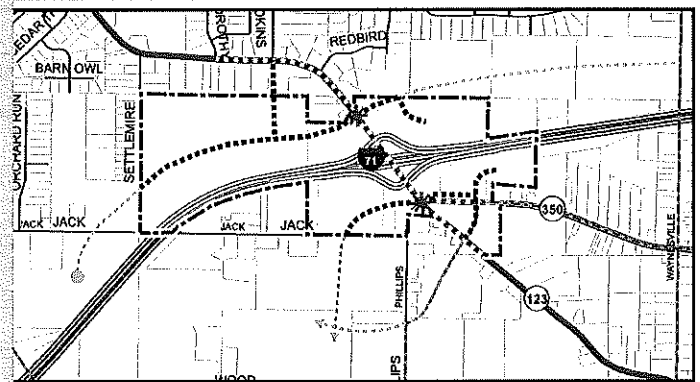
### SR 123 and I-71 JEDD:

Significant public outreach was conducted during the 71/123 Area Plan. Many of the landowners in the area were a part of the Plan's advisory committee. The 71/123 Plan was vetted by the Eastern Turtlecreek Citizens Advisory Committee and it was determined that the goals and principles of the plan are still applicable today. The planning area has changed very little over the last 5 years and the proposed future land uses and transportation designations are still valid. Any development in this area should follow the policy decisions that were developed in the 71/123 Area Plan.

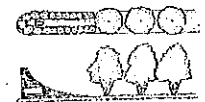
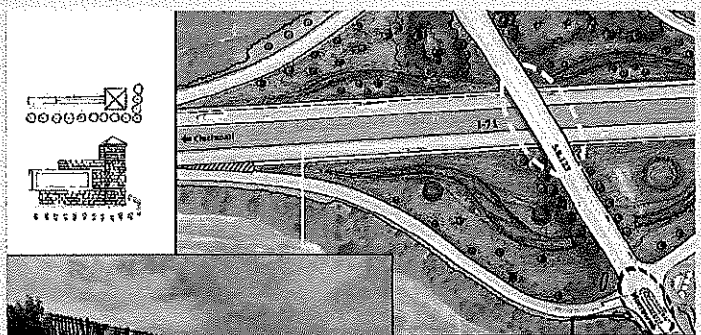
Specific recommendations include, but are not limited to the following:

- Attract quality development and jobs.
- Establish a gateway corridor to Turtlecreek Township, the City of Lebanon, and the surrounding area.
- Accommodate a mix of uses.

## 71/123 AREA PLAN



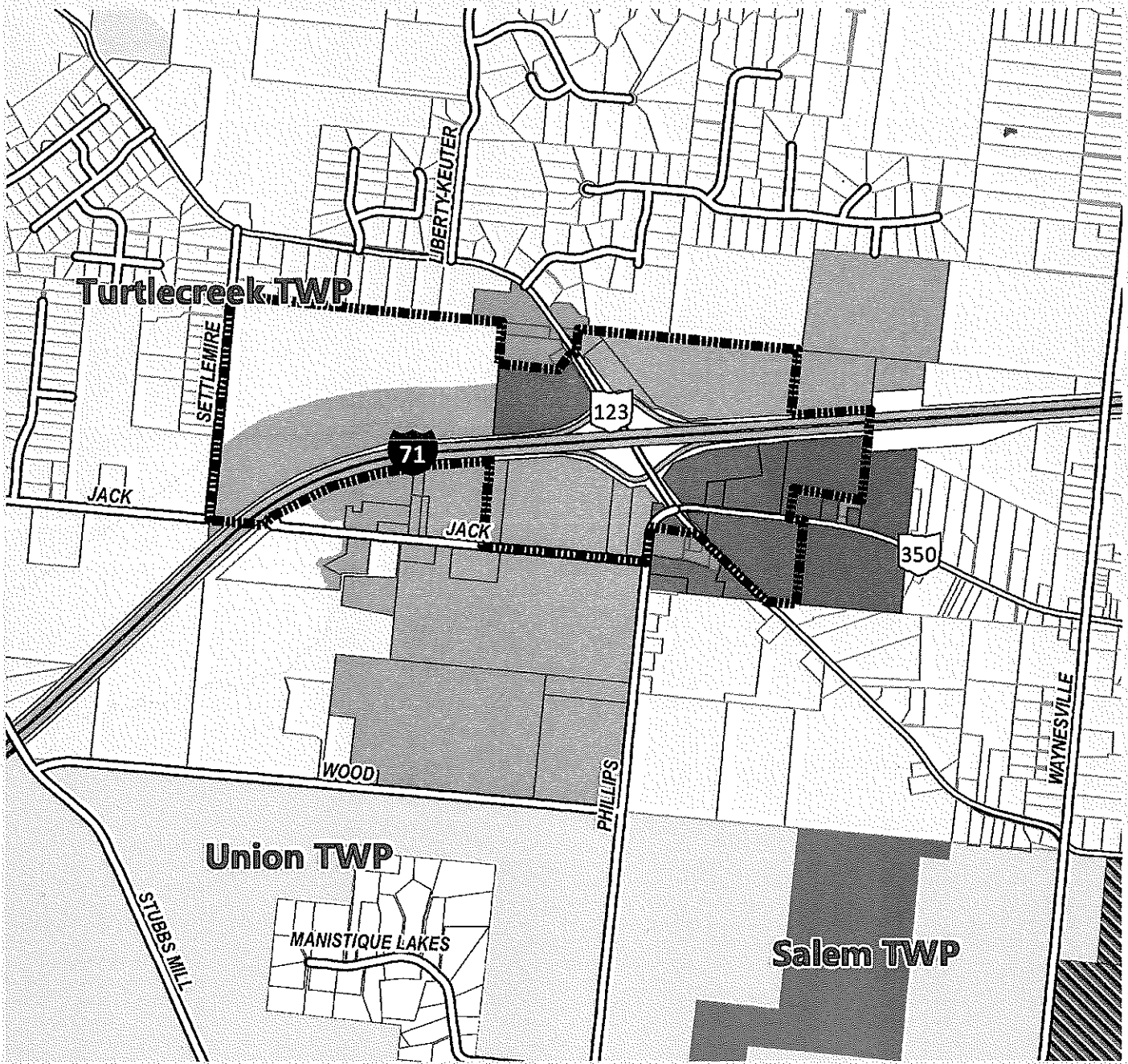
- Potential Extension (Cal-de-sac/dead end)
- Future Extension
- Proposed Roads
- Road Widening/Re-striping
- Proposed Shared Bike Lane
- \* Traffic Signal













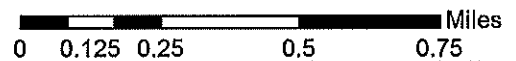
Views of the JEDD

# Eastern Turtlecreek Area Plan

## 71/123 Area Plan FLUM



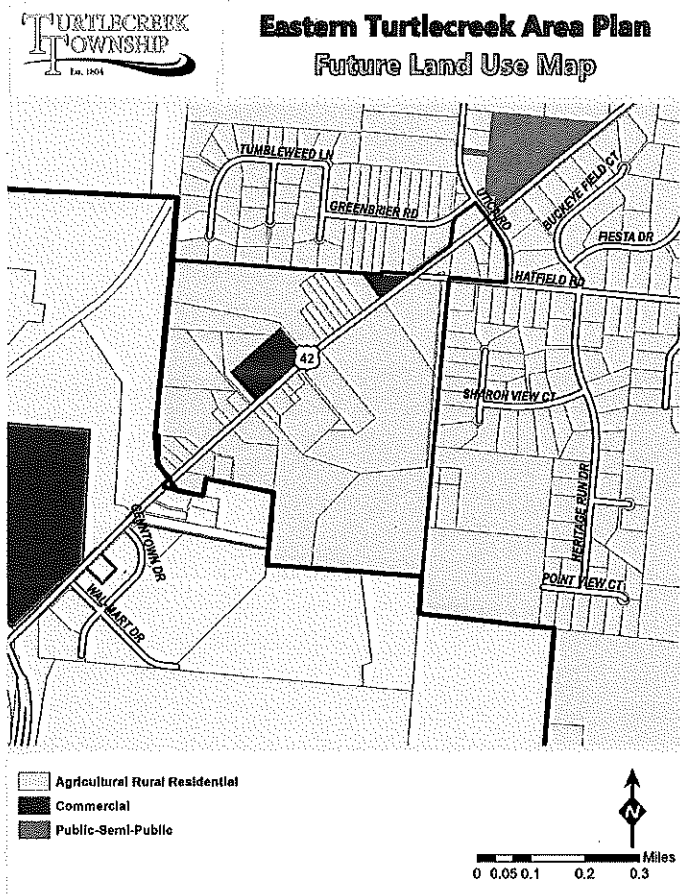
- |  |   |
|--|---|
|  Agricultural-Rural Residential |  Office                            |
|  Commercial                     |  Protection Area                   |
|  Industrial                     |  Public-Semi-Public                |
|  Mixed-Use Neighborhood         |  Parks and Recreational-Open Space |
|  Multi-Family Residential       |  Single Family Residential         |



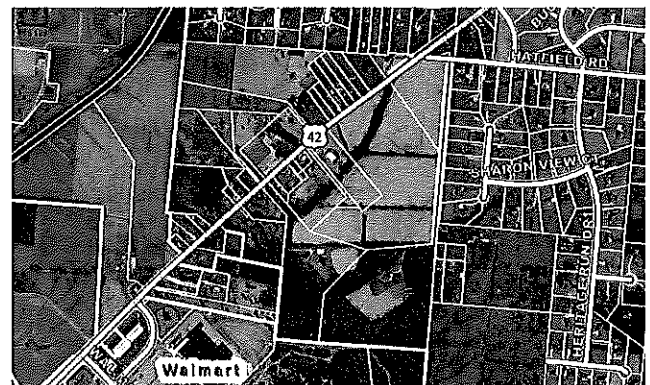
## GENNTOWN ZONING AND LAND USE

Genntown is primarily zoned for residential uses (R-1B and R-1 zoning districts) and contains residential lots with individual driveways with entrances onto SR 42. Commercial development is a relatively small component of Greentown's land base. There are two Planned Unit Developments (PUDs) that allow a mix of office, residential, and commercial uses. The plant nursery/greenhouse is zoned B-2 which allows community serving commercial use. Genntown's commercial uses do not function as a central commercial area for the community nor do these uses create an identity for the community. During the public participation process the residents of Genntown clearly expressed their desire to keep the area very similar to its current use. Landowners also wanted the flexibility to develop their land if the right commercial opportunity presented itself. Appropriate safeguards will need to be established to guide the type and quality of any development in Genntown to protect the residents.

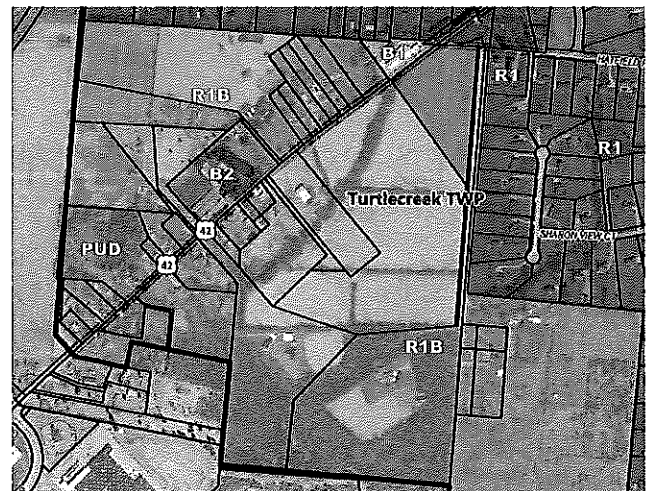
Overlay Districts, sometimes referred to as floating zones, are applied to areas of the County appropriate for employment centers and commercial development. These districts focus on sustainable, high quality development that is designed in a way to preserve the County's natural resources while simultaneously promoting economic development. The purpose of an overlay is to encourage imaginative design and siting of development by permitting greater flexibility in zoning requirements to allow for maximum efficiency and greater utilization of development sites. The overlay district zoning provisions can be catered to meet the needs of Genntown with standards such as buffer and setback requirements that will ensure compatibility with surrounding residential properties. Commercial PUDs should be limited to local serving businesses rather than larger-scale regional commercial.



Genntown Aerial



Existing Zoning Map



# Genntown Area Proposed Future Land Use Map



- Genntown Focus Area
- Agricultural Rural Residential
- Single Family Residential
- Commercial
- Public-Semi-Public





## Lighting Standards for a Dark Sky

While a certain amount of exterior lighting is required for public safety purposes, it often results in extensive, continuous over-lit areas. This can result in glare and light pollution. Excessive light increases the sky glow effect seen in urban areas, reduces the view of stars, wastes energy, and impacts rural character. The Warren County Rural Zoning Code includes lighting standards to regulate the level of brightness. However these standards are not based on the type of place being lit, ranging from rural (mostly dark) to urban (well-lit). Lighting should be developed that differentiates between rural and urban settings.

## Subdivision

The residents of Eastern Turtlecreek have chosen to reside in this area largely due to its environmental setting of agriculture, low density rural character, and lack of congestion. As subdivisions occur they must be reviewed to protect these assets. Consideration should be given to surrounding land uses when locating housing sites within subdivisions. The perimeter of the subdivision should be designed to offer protection of the property from adverse surrounding influences, as well as protection of the surrounding areas from potential adverse influences within the development. For example, housing sites should not be located in close proximity to neighboring agriculture operations without proper buffering. In addition, housing sites should be located away from public roads to preserve the rural character. The following changes to the Warren County Subdivision Regulations are recommended:

### Aesthetics

#### Low Impact Development Techniques to Manage Stormwater

#### Access Management & Residential Lot Frontage

#### Lighting Standards for a Dark Sky



# S ubdivision R egulations C hanges

## Aesthetics

Siting and design can minimize visual impacts. Housing sites should not be located on hilltops, along peripheral public roads or visually prominent areas. The housing sites should relate harmoniously to the topography of the site and make suitable provisions for the preservation of views. Excessive grading of slopes should be avoided; clustering of development to preserve open space vistas and natural features is encouraged.

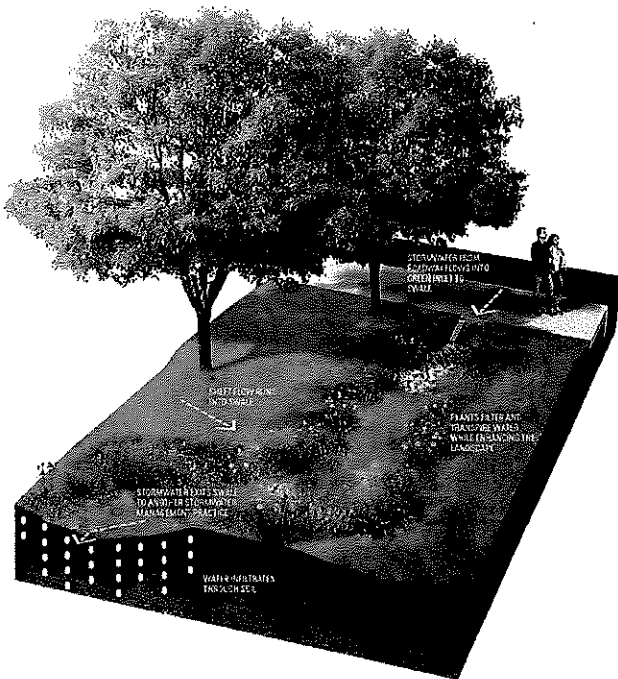
## Low Impact Development Techniques to Manage Stormwater

Land development and changes in land use can alter the quantity and quality of stormwater runoff. In developing areas, the most effective methods of controlling impacts from stormwater are to limit the amount of rainfall that is converted to runoff and to capture and treat the runoff that is generated. Low Impact Development (LID) is an approach to stormwater management that reduces the negative impacts of development by treating stormwater as a resource rather than a waste product.

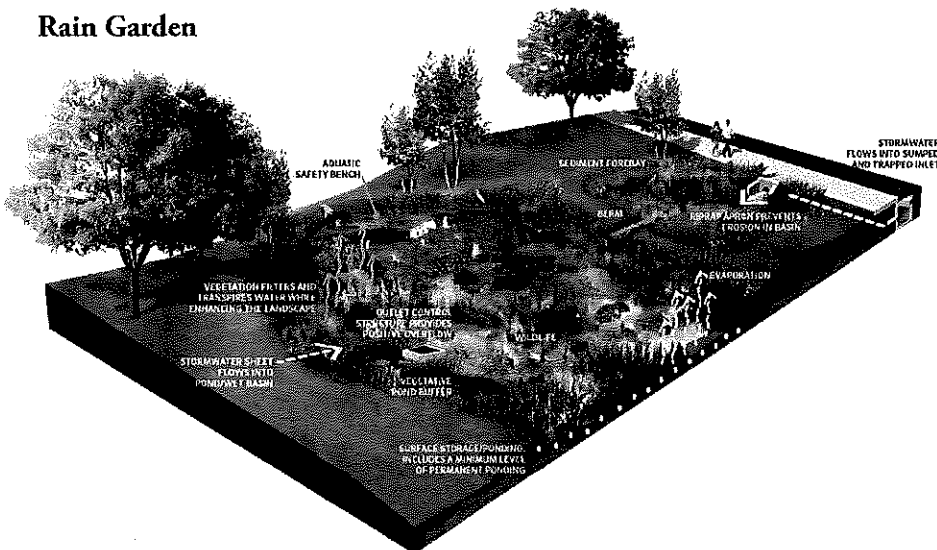
LID promotes the natural movement of water by preserving or recreating landscape features and minimizing impervious areas. The subdivision code should be updated to promote the use of LID techniques, particularly in rural Warren County, using the following principles as a guide:

- Reduce the amount of impervious cover within proposed developments.
- Increase the natural land set aside for conservation.
- Use pervious areas for more effective stormwater treatment

### Rain Swale



### Rain Garden



## Access Management & Residential Lot Frontage

Because roadside land is less expensive to develop, it is often the first to be converted to residential and commercial/ industrial development. Homes spaced out along roadways, particularly when near the street tend to detract from the rural character of the area when the view is more of buildings than of open space, trees, or farming. A number of properties in the Township are divided into relatively large lots, with the frontage taken up by individual homes. The number of driveways along these roadways can become a traffic issue, particularly in areas where zoning allows relatively narrow lot widths.

Individually these driveways do not generate excessive amounts of traffic. However, over time an increase in their number on a busy roadway can present problems with additional turn movements, especially where vehicle speeds are high. Wherever possible, parcels should be accessed from shared drives. Accessing parcels from shared drives will minimize the number of access points on collector and arterial roads.

Increasing lot widths can have the effect of separating the distance between homes to allow for a more “open” feeling. This would require changing the zoning requirements along certain defined roadways (generally rural arterial roads). To make this regulation more effective, and to discourage development along the roadway, a companion change to encourage development throughout the site may be needed.

This could be accomplished by decreasing the lot frontage required on roads that are part of the development project or increasing lot frontage along arterial roadways. This does not imply that the site density needs to be greater, only that the lot widths for interior streets are less than what is required along the arterial roadway. Lots fronting on the interior streets would require less widths and setbacks.

# CONSERVATION & CLUSTER DEVELOPMENT

## Conservation Development

One technique to preserve rural character is the conservation subdivision model, which groups homes together and blends them into the landscape with natural features. While the majority of Eastern Turtlecreek Township is zoned for agriculture and low density single family uses, some of the transitional areas immediately adjacent to the City of Lebanon or the 123 & 71 JEDD (currently shown as low density residential) can accept responsibly developed smaller lot single-family homes.

Such development is recommended to follow the conservation model. The conservation subdivision model provides a slightly greater yield of home sites integrated with preservation of open space and environmentally sensitive areas. The open spaces or balance of development area of home sites can be permanently protected via a land trust and can be added to an interconnected network of community green spaces or wildlife corridor.

Another advantage of the conservation subdivision model is that the siting of the homes are so arranged that they are usually not backing up to another home (in their backyard) thus improving the viewsheds and consequently the value of the home sites. It also helps the developer with reduced development cost of extending utility lines to consolidated home sites. In addition, when residential units are clustered the houses create a micro-community. These housing clusters may not appear “rural” because of close proximity to one another.

To overcome this housing clusters should in buffered for public roadways. Despite the aesthetics of housing clusters, the transfer and clustering of residential building should be encouraged because of the benefits that clustering provides

## Conservation Development

Steps for designing conservation subdivisions:

1. Identify land for permanent protection [wetland, creeks, wooded lots, prime farmland, floodplain, hydric soil areas, etc] in the development area.
2. Locate sites for individual houses – the maximum number should be calculated via yield plan as per current traditional zoning standards.
3. Connect the houses with streets and trails.
4. Draw in lot lines.

Such conservation subdivision models should be applied to specific areas in Eastern Turtlecreek Township. The preservation of farmland and environmentally sensitive areas such as wetlands and areas within floodplain can be achieved via conservation subdivision land use controls. Compatibility is less of an issue if conservation subdivisions are small, dispersed and aesthetics are controlled. To achieve this, it is recommended that the Warren County Rural Zoning Code review process of conservation subdivisions be simplified and greater incentives offered.

### Aberlin Springs



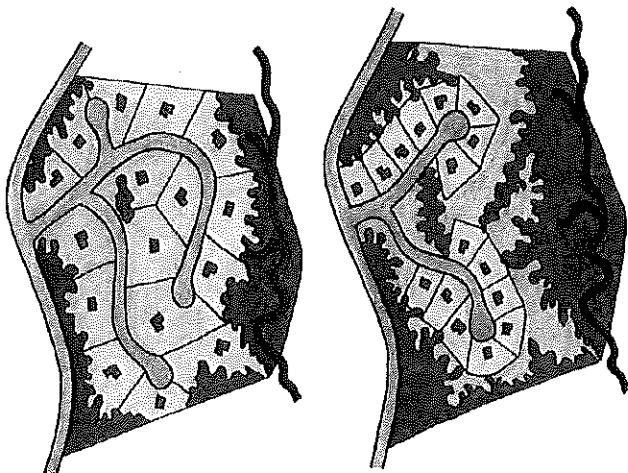
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Provided that public sewer service is not ensured outside of the City of Lebanon or within the JEDD sewer service area, alternative wastewater treatment systems for conservation developments are recommended. The smaller lots in conservation developments and poorly drained soils may make household sewage treatment systems difficult or impossible to implement. Small community or regional wastewater treatment systems may be necessary in order to properly serve such development such as proposed in the Creek Song subdivision on SR 48. The Township and County should work together to find ways to facilitate the use of the most suitable sewage treatment systems within conservation subdivisions.

## Cluster Development

Cluster Subdivisions are intended to create open space in proximity to residential areas. Cluster developments are similar to conservation subdivisions, both have higher open space ratios and smaller residential lots. However, there are some distinct differences in their approach to development. Conservation subdivisions are designed to conserve the sites most significant natural and cultural resources in such a manner as to create interconnected networks of conservation lands, although a limited amount of active recreation is permissible. Cluster developments focus primarily on the provision of open space— active or passive.

### Cluster Development Examples



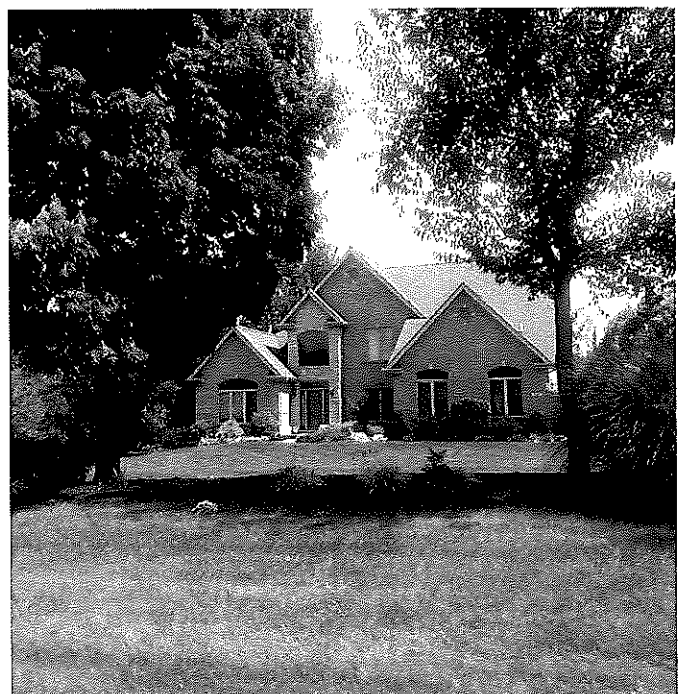


# DESIGN REVIEW

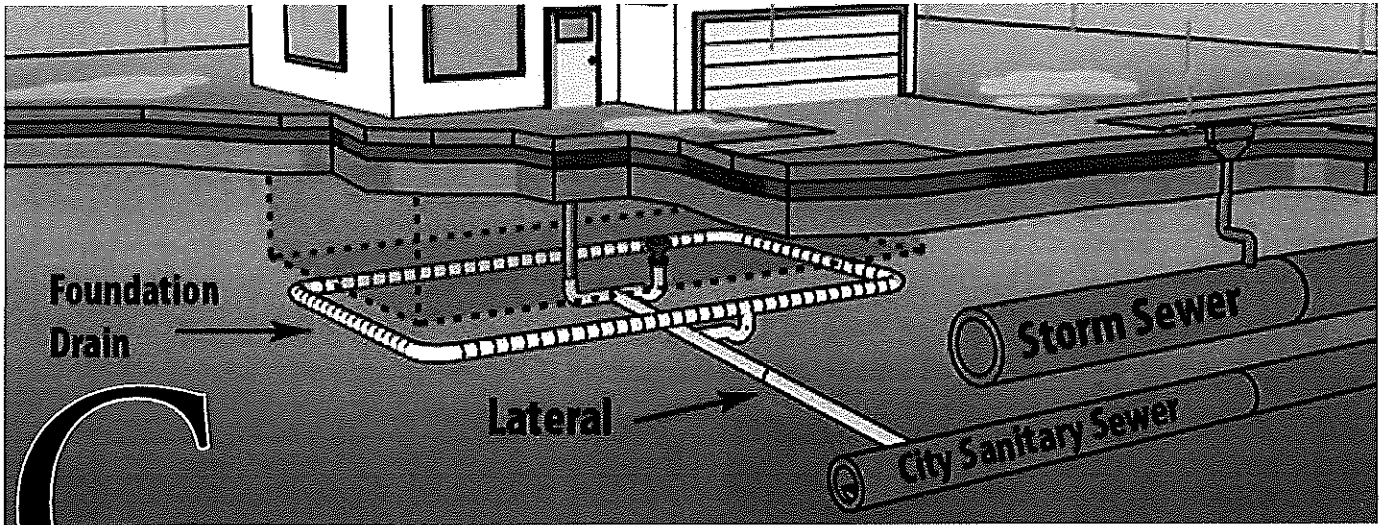
Where development is requested, the densities and design of such proposals should be of a nature that it will continue the rural character of the area. Design guidelines, along with development standards for specific location and site requirements, can be used to retain rural character. The design elements of Eastern Turtlecreek Township include traditional buildings such as barns, farmhouses, and fruit stands. In addition, design guidelines should consider historic development patterns and should specifically address issues including building placement, mass, form, and materials; landscaping, buffers and streetscape; access; and site planning that respects terrain and natural resources. Design review should be applied to both commercial development (non-residential development) and major residential subdivisions (primarily site design).

The style and method of development for new residential subdivisions will play a pivotal role in preserving the rural character of Eastern Turtlecreek Township. Although, current zoning standards call for homes with larger lots and generous setbacks, less attention is paid to the careful placement of structures to preserve natural features and preserve significant viewsheds, particularly from roadways. Perceptions of rural character are formed by natural settings along the roadside. Homes spaced out along roadways, especially when near the road, tend to distract from the rural character of the area when the view is more of buildings than of open space or farms.

Currently, there are no architectural standards or design review procedures. Previous plans, including the Gateway Plan, recommends establishing a design review process with accompanying standards to help ensure that new development is compatible. Turtlecreek Township is in a strong position to get the kind of development residents and elected officials want. Because Eastern Turtlecreek Township is a desirable place to live, the Township and the County can insist on having development occur on its terms. The County could establish, within the Warren County Rural Zoning Code, an Architectural Review Board with members, having appropriate skills, appointed from the Township at large and adopt standards that comply with the requirements of Ohio Revised Code 303.161 (Architectural review board authorized - standards and procedures).







# CENTRAL SEWER SERVICE

Eastern Turtlecreek Township has long been a rural community, where change has come slowly and the character of the community has been a constant that residents could rely on. This is partly due to the lack of central sewer throughout the community. Currently only the Cedar Trace subdivision is served by central sewer and sewer service is planned for the JEDD area. Central sewer service serves as an inducement to development—consequently, the location of sewer lines is a critical factor in shaping development patterns. Maintaining the current sewer service area can effectively reinforce Eastern Turtlecreek Township's traditional development pattern. Outside of the 71 & 123 sewer service area, land use policies should permit, and currently does, densities that are not so high as to require connection to central sewer. Without public sewer, the rural area will be much more likely to contain only scattered, very low density residential uses in addition to agricultural uses and woodlands. It is recommended that the Sewer Service Area is not extended, except to address documented public health concerns.



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# CHAPTER 4

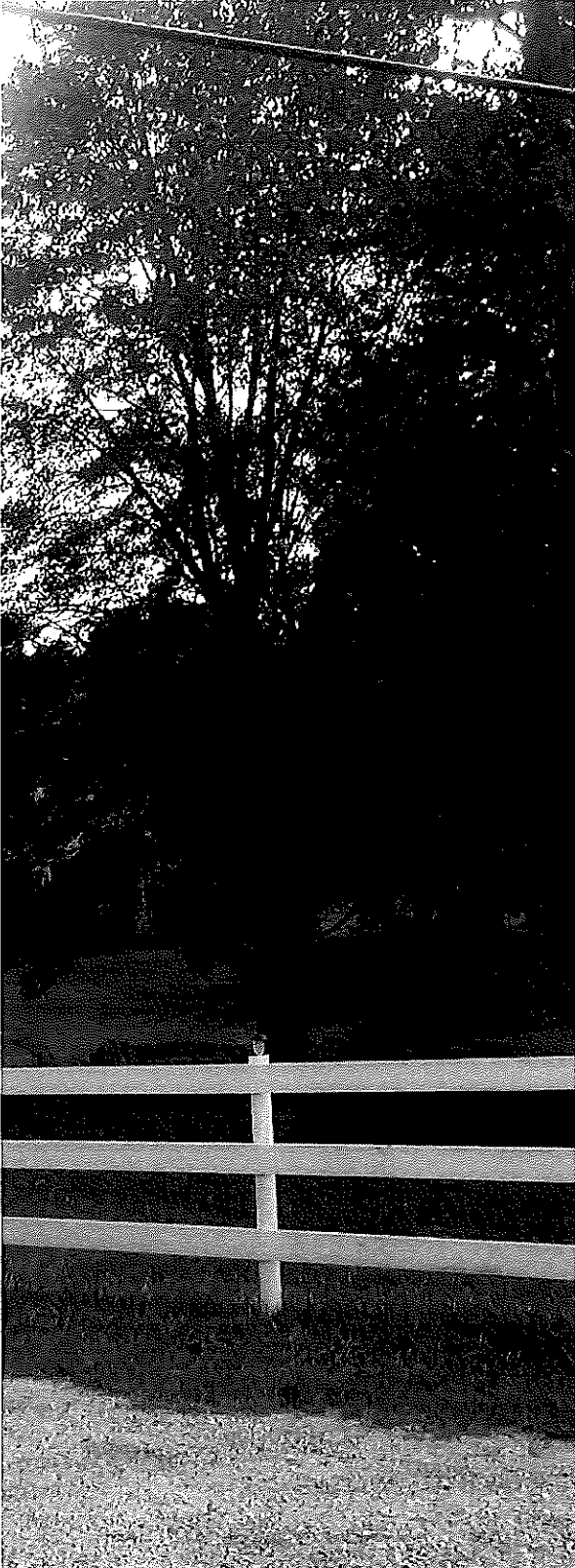
## Quality of Life

Residents in Eastern Turtlecreek Township currently enjoy a good standard of living and the goal of this plan is to reinforce the qualities that make this possible.

**T**hat sentiment was reiterated multiple times by the residents during the planning process. The Citizens Advisory Committee also recognized that measured improvements could help to sustain the high standard of living in Eastern Turtlecreek. Well functioning facilities such as road and fire service were determined to be vital.

Agricultural lands are also an integral component of Eastern Turtlecreek Township's identity. Maintaining rural identity through farmland preservation and innovative agribusiness concepts should be encouraged. The preservation of wildlife habitat through open spaces and parks could reduce the pressures of future residential growth. Maximizing existing and planned park lands will provide the residents with options for the recreational needs without over extending limited Township resources.

This chapter provides insights into these goals and challenges while outlining potential strategies to deal with specific issues.





# Ensuring Public Safety

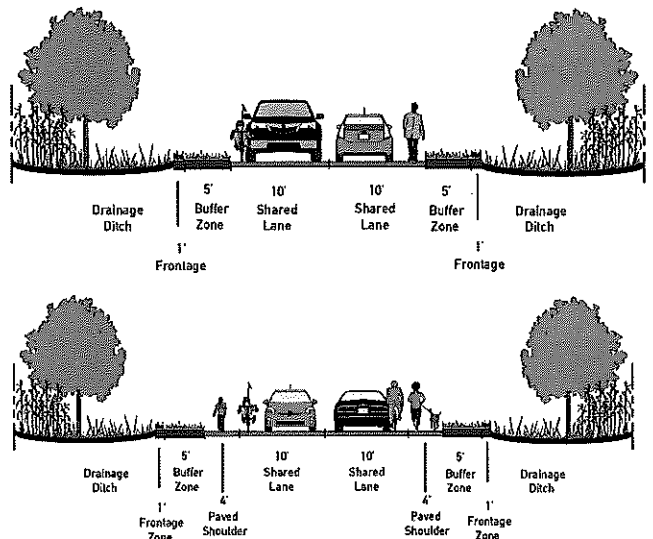
## Road Network & Traffic Safety

While safety and level of service are of paramount consideration to all roadway users, retaining character-defining features along Eastern Turtlecreek Township’s roadways and roadsides is essential. The perception of Eastern Turtlecreek Township’s character is often based largely on what can be seen from the roadway— a line of tall shade trees, woodlands, open fields, barns, and farm houses adds to the appearance of a rural character. These fairly common roadside features, often taken for granted, do indeed play a critical role in shaping the mental images of ETT. In addition, the character of rural roads (narrow, winding, wooded), in particular SR 350, naturally calms traffic, shifting the emphasis from travel times to travel experience. Along Wilmington Road, Waynesville Road and Oregonia Road, the roadway itself is an important contributor to the area’s rural character. In these areas, decisions regarding roadway improvements are decisions that affect rural character. Thus, the importance of roadway design and the placement of development is key to preserving that special rural quality that is Eastern Turtlecreek.

At a basic level, the Warren County Thoroughfare Plan should be updated to incorporate additional rural roadway cross sections that incorporate context-sensitive design standards and Green Street standards that fit with the physical, aesthetic, and environmental context of Eastern Turtlecreek Township. By updating standards for local rural roads, engineers for the County and developers can respond to design standards that accommodate autos, and where appropriate, pedestrians and bikes, in a way that also recognizes the visual impact of roads on rural character. In addition to the preservation of landscaping and rural character, the revised rural cross sections should consider narrower residential road sections, design strategies to keep speeds low, how to accommodate stormwater runoff, smaller turnarounds and cul-de-sac radii, more creatively designed pedestrian networks, and driveway spacing.

### GREEN STREETS

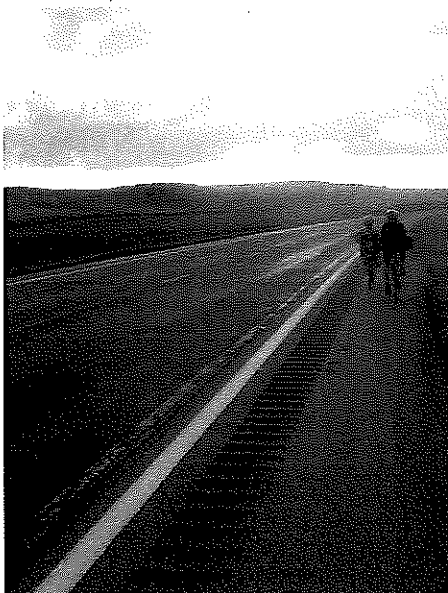
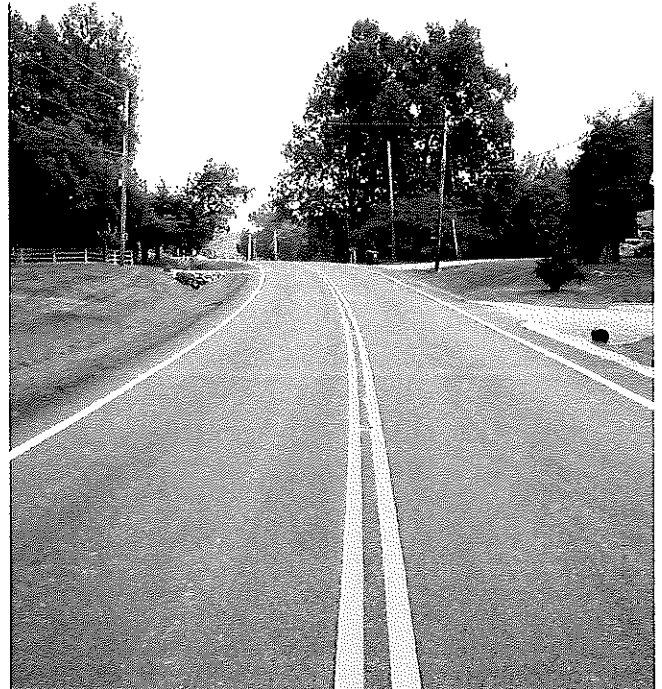
Natural systems approach to manage stormwater, reduce flows, improve water quality, and enhance watershed health. Green streets can incorporate a wide variety of design elements including street trees, bioretention, and swales. The design and appearance of green streets will vary, however, the functional goals are the same: provide source control of stormwater, limit its transport and pollutant conveyance to the collection system, restore predevelopment hydrology to the extent possible, and provide environmentally enhanced roads.. New streets are designed to complement the existing hydrologic functions of the land (preserve wetlands, buffers, high-permeability soils, etc.) and to minimize the impervious area.



# Subdivision Street Design

As much as possible, the development of subdivision streets should retain, where possible, existing vegetation by limiting pre-construction clearing, protecting vegetation during construction, and planting vegetation following road construction. Local subdivision streets should be designed as Green Streets. Roadways design should allocate roadside space for street trees and landscaping that improves the aesthetics of the streetscape, provides a buffer between the roadway and sidewalk to improve pedestrian comfort, and facilitates stormwater management through bioretention features such as rain gardens and swales.

Unlike urban streets with high traffic volumes, which should have separate pedestrian and vehicular zones, some rural subdivision roadways can include a wide, paved shoulder (approximately five (5) feet wide) to accommodate pedestrian and bicycle use. Pedestrians, bicycles, and vehicles could also share travel lanes on low-volume streets. The Warren County Subdivision Regulations should be amended to provide flexibility and criteria to determine when sidewalks are required along a rural roadway. The goal of the new regulations and design/development standards is to maintain a positive visual character and quality with control mechanisms that are "workable" for both the public and private sector while providing safe roadways.



Left: An example of a wide rural shoulder

Right: Typical road cross-section throughout the Township.

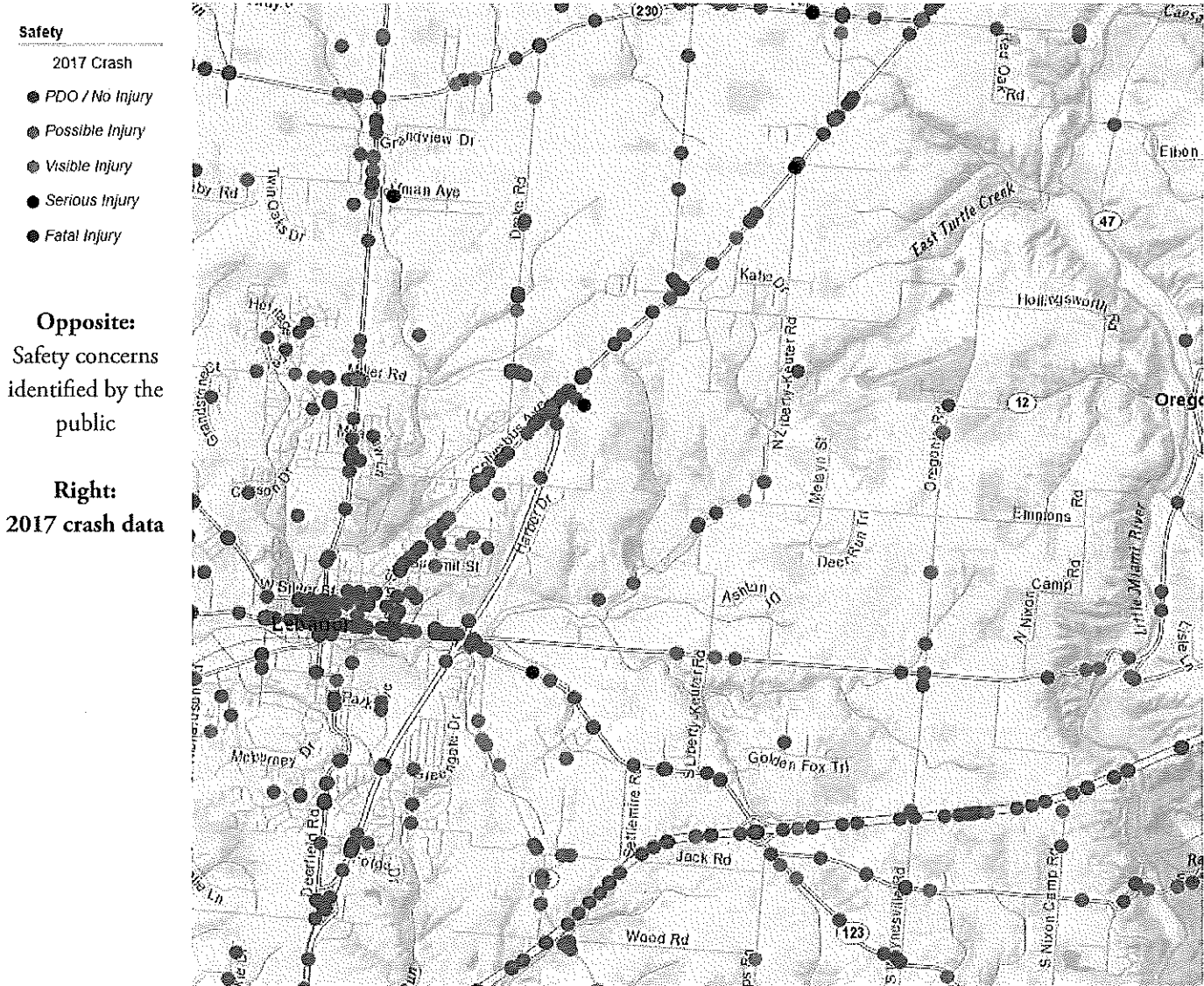


# Crash Data

The Thoroughfare Plan should be updated so that it is applied in a flexible way that enhances safety for all users in balance with the preservation of the rural residential character of the area. The goal is roadway design that moves traffic, is safe for users, and protects the rural character. Turtlecreek Township officials, Warren County Regional Planning Commission, Warren County Engineer's Office, and the Ohio Department of Transportation should meet annually to determine strategies to improve the roadway network.

The following should be considered when upgrading roadways:

- Signage and markings that delineate lane edges
- Rumble strips that alert drowsy and distracted drivers
- Shoulders and clear zones to provide opportunities for a safe recovery when drivers leave the roadway
- Roadside hardware that can reduce the severity of roadway departure crashes





# Fire Service

Rapid response is a key component of insuring fire protection for Eastern Turtlecreek Township residents. Continued growth will increase the demand for services beyond current levels and thus maintaining response times will become more difficult. Maintaining fire protection levels may require increased staffing, sufficient vehicles and equipment, and a new facility as development occurs. The increasing costs of providing adequate fire protection will require Turtlecreek Township to make strategic decisions about the direction of its fire department. Paramount, the Township should determine strategic placement of a new fire station in Eastern Turtlecreek Township, primarily considering call volume, call frequency, call type (Fire, EMS), zoning and planned development patterns, and trends in adjoining service areas toward a rise in the number of calls and increasing travel times. The goal is to maintain an appropriate level of fire protection as growth-related demand for services occurs. In programming a new fire station location, the Township should evaluate the feasibility of the proposed site to accommodate a combination of uses whenever possible in order to provide services more cost effectively and to create centers for community activity. In addition, the following is recommended:

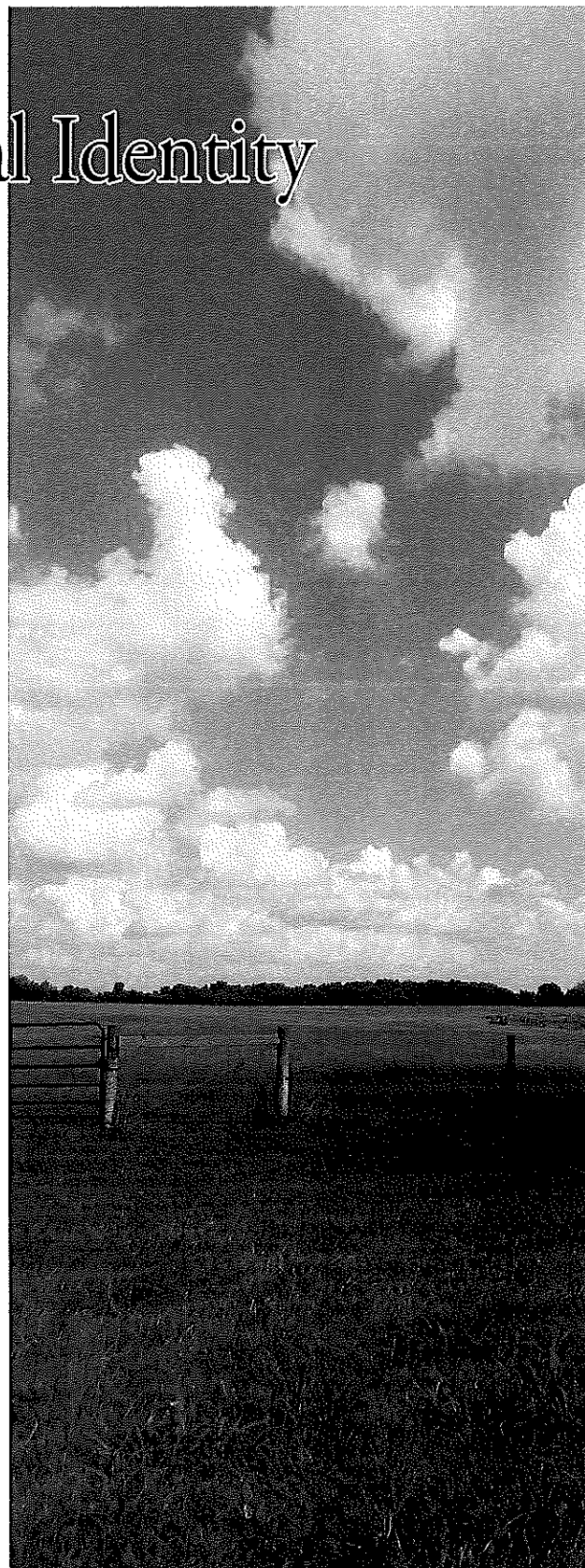
1. The township fire department should identify areas deficient in fire coverage and the RPC shall indicate when rezoning proposals are located in these areas.
2. Maintain high levels of cooperation among all departments and agencies involved in fire protection and emergency services to assure a high level of service in a cost effective manner.
3. Continue to implement mutual aid agreements with other jurisdictions.
4. Continue to review development proposals, evaluating the impact of the proposal upon the capability of the fire department to maintain appropriate level of service to existing development and to adequately serve the proposed new development.



# Maintaining Rural Identity

As development continues there is greater awareness of the effects residential and commercial development can have on the areas rural identity. The traditional concerns expressed at rezoning public hearings have been about loss of farmland, open space, wildlife habitat, and increased traffic congestion. Eastern Turtlecreek Township residents care deeply about their community. They value the natural landscapes, farms, the Little Miami River, and working farms that give Eastern Turtlecreek its identity and a sense of place. ETT's population is estimated to continual grow. This growth will bring change. Many residents are concerned that more development will change the things that they care about and alter the identity of ETT. Residents want thoughtful development that is balanced and that improves the quality of their lives, that preserves natural resources and scenic beauty. They want development that reflects the area's agricultural heritage.

This plan confirms the resident's vision for this area and plans for it to remain rural. Throughout the course of this planning process, the residents and stakeholders of Eastern Turtlecreek Township were clear in their desire to maintain the exceptional rural character of this area, preserving it for future generations. Based upon the existing conditions findings, the desires of the community as uncovered during the various engagement efforts, and direction provided by Township leaders, this section provides recommendations for maintaining the rural identity by preserving farmland and conserving natural resources. The value of farming and conservation areas goes beyond their contribution to the rural aesthetics— both aesthetics and function are valuable. More than the quaint farm aesthetic is desired, residents want working farms — the best way to preserve farmland is to farm it. This section also offers recommendations to keep farming a viable option and includes recommendations for effective preservation of wildlife habitat.



# F

## armland Preservation

Township residents have long recognized the value of agricultural lands — residents know that working farms are at the heart of the areas' distinctive rural character. Residents realize that one way to preserve rural character and heritage is to take a stronger role in stabilizing and fostering active, productive family farms. While the family farm is widely viewed as a desirable land use in ETT, its support depends on some level of economic viability. Farming is often associated with hard work, land stewardship, and sense of community and this is especially applicable among the family run farms in Eastern Turtlecreek Township and a significant portion of the Township qualifies for Current Agricultural Use Value (CAUV). Nevertheless, over the years the business of farming has changed, and some farm operations have either consolidated, shrunk, or have been developed as subdivisions.

Small family farms remain possible because of the growing popularity of buying local foods, the increasing use of agricultural tourism, the CAUV program, and efforts at the State and County level. The Warren County Farmland/Open Space Preservation Task Force was formed in October 2000 at the behest of the County Commissioners. The task force was established following a series of work sessions regarding the preservation of farmland and open space initiated by the Warren County Soil and Water Conservation District (SWCD). The committee provided several recommendations, some of which are still applicable, however most recommendations focused on the restructuring of taxes as it applies to farming and amendments to state legislation. A member of the task force summarized the issue of farmland preservation in Warren County and felt that the key for saving farmland lies with the individual farmer and that strategies "must be voluntary and profitable". The task force also felt that it is important to preserve a farmer's "right to farm", to raise awareness of negative externalities of farming for new residents, and to understand the impact that infrastructure improvements and new development have on farming such as bridge widths, intersection structures, traffic light heights, and utility line heights.

In a successful rural economy, a healthy balance can be maintained between the tourist and agricultural sectors, such as a vineyard that includes a restaurant and a shop, or a farm that includes lodging. Developing supportive policies, land use regulations, and zoning that allow an agricultural workplace category can help keep family farms prosperous.





# A gri-tourism

Agritourism activities are an opportunity for farmers to grow or expand their agribusinesses and increase farm profitability—a way to retain the areas working farms and preserve open space. Agritourism activities are those that involve visiting a working farm for enjoyment of, education about, or involvement in farming activities. Consumer’s awareness and interest in how food is produced is increasing and agritourism is a way to increase farmers’ connection to customers, educate the public on food production and offer an enriching family-friendly activity. Inviting the public to participate in farm-related activities and see for themselves how food is produced can be good for both farmers and consumers.

Recent Ohio state legislation defines agritourism, offers protections for agritourism operators, and addresses issues including civil liability risks, property taxation, and local zoning authority. Agritourism activity that is agriculturally related, whether educational, historical, cultural, recreational or for entertainment, is covered by the new law. The new law limits how zoning can affect agritourism activities. Zoning will not be able to prohibit agritourism but can make some requirements to address property access, parking, and building setbacks in certain situations. Many farm-based activities can fit into the legal definition of “agritourism” in Ohio. This definition is important for purposes of zoning and what uses may be regulated. This legislation helps the family farm and no further amendments to the zoning code are recommended, however, the Warren County RPC, The Township, and the Warren County Soil and Water Conservation District should work to increase awareness of the agritourism opportunities allowed under the new state legislation. Agritourism also fits with the vision of the County as “Ohio’s largest playground” and the Warren County Visitors Bureau should actively market agritourism.



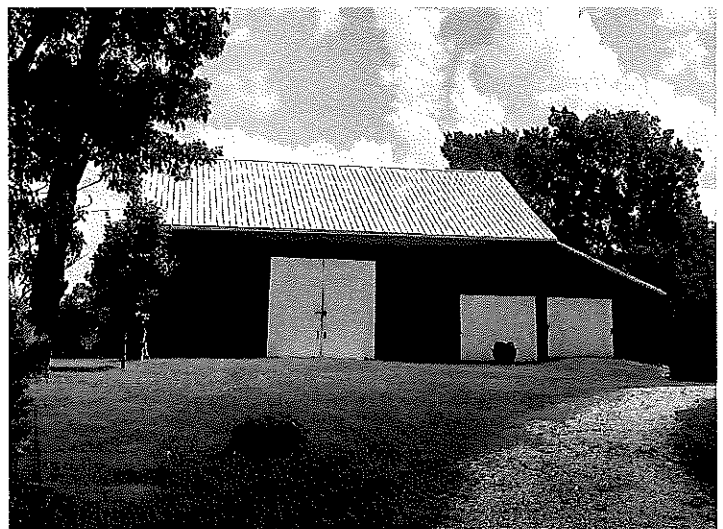
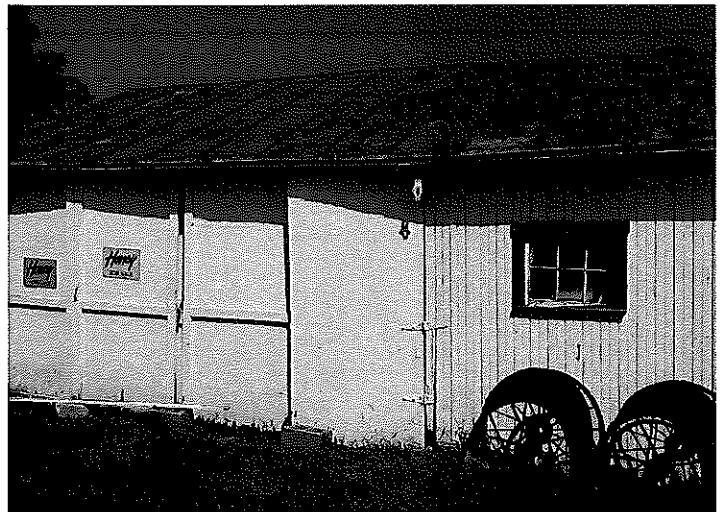
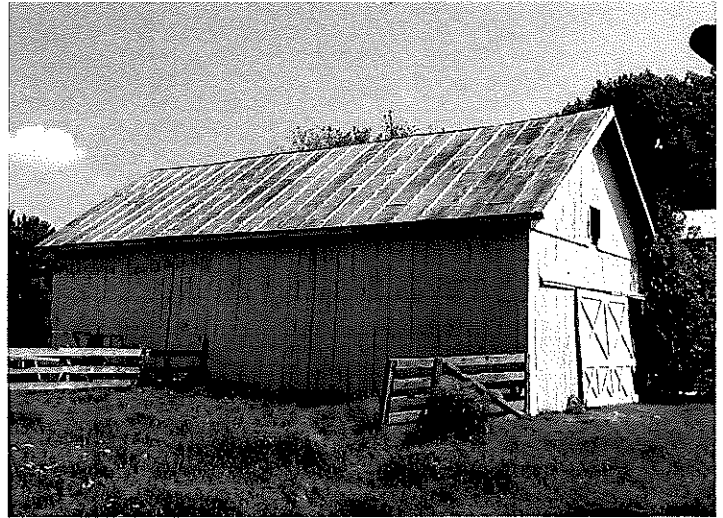


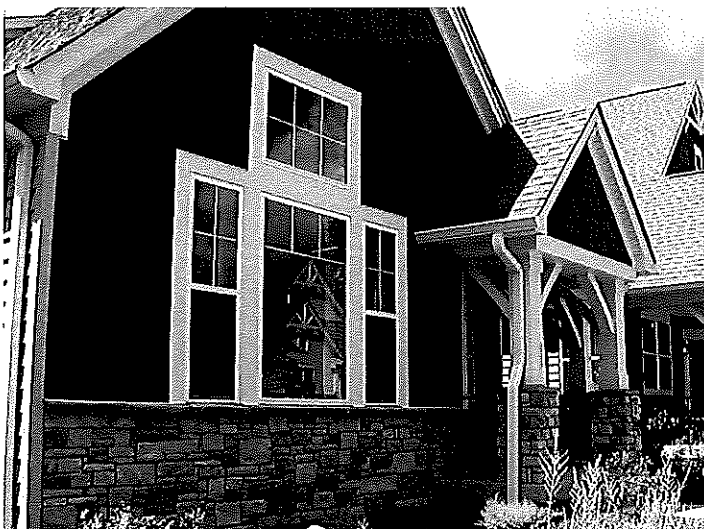
# H

## ome-Based Occupations

In previous years there were attempts to restrict or prohibit home-based occupations within the rural areas, this conflicted with the traditional rural economy, and with farmers' needs to supplement income through non agriculture-related sideline businesses. The Warren County Rural Zoning Code has since been updated to permit home-based occupation as a conditional use. Now farms may be supported in part by on-farm processing of value-added farm products (e.g., making jams from fruit, wreaths from dried herbs and flowers), providing farm-related services and retail sales, along with home based occupation. Sideline home-based businesses and cottage industries (e.g., light manufacturing of supplies or equipment used in agricultural production in an old barn, or other alternative uses of farm buildings) have an important role in supporting farm families so they can maintain their farm and its open space. Such mixed uses are typical of the traditional rural economy.

However, farm preservation PDR (easements) agreements limits the farmers land uses to agriculture related land uses. Structures and/or buildings existing on the farm at the date of granting of the easement are intended to be used for agriculture. When agricultural opportunities are exhausted, those buildings should be utilized for customary part-time, off-season minor and/or rural enterprises as a home occupation. PDR agreements should be structured to allow customary part-time or off-season minor rural enterprises, provided that they remain incidental to the agricultural use. Such agreements could be crafted so that farmers are allowed to conduct accessory uses necessary to generate additional income. An additional recommendation is to streamline the approval process for home occupation on working farms. The approval process should be simplified allowing zoning staff to review and approve or disapprove all customary part-time or off-season minor rural enterprises (Home-Based Occupations) on a case-by-case basis.





## A gri-Communities

Agricultural production is a vital part of the rural character. However, new residents in their quest for the rural aesthetic may also be in denial of the realities of farming. The demand for the pastoral ideal sometimes means denying the realities of farming and production—dust, smoke, noise, odors, pesticides, fertilizers, odd hours of operation, and other items that may be considered offensive to residents not well acquainted with life in the rural area. Nevertheless the interest and awareness in fresh, local food is spurring innovation in residential development projects. Developers, owners, property managers, designers, investors, and others involved in real estate are creating communities that support and leverage investments in working farms. Developers are learning that incorporating opportunities to grow, purchase, and consume food within the context of development projects can pay dividends. This focus on local food is spurring innovation in real estate and is providing a rich arena for creativity that can improve outcomes for residents, working farms, and maintaining rural character.

Agri-communities are developed to take advantage of the mutually beneficial relationship between working farms and real estate development; such is the case of Aberlin Springs in Union Township, Warren County. A high-quality, vibrant place where people dine, purchase products directly from local food purveyors, or grow produce in community gardens or on a working farm. Aberlin Springs is using a variety of food-based strategies to enhance project marketability, developer returns, and residents quality of life. These strategies also support improvements to environmental sustainability, public health, and farm land preservation. This type of development complements Eastern Turtlecreek Township's vision for maintaining the rural character while encouraging working farms. Aberlin Springs was approved through the Planned Unit Development (PUD) process. The Warren County Rural Zoning Code could be updated to encourage agri-communities, through the PUD process, in the appropriate locations of ETT.



## CleanOhioFund

### Clean Ohio & the Purchase of Development Rights

Administered by Ohio Department of Agriculture (ODA), the Local Agricultural Easement Purchase Program (LAEPP) provides funding to purchase agricultural easements from landowners who volunteer to keep their land in agricultural production in perpetuity. The easement program began in 2002 and has since preserved more than 460 farms totaling almost 75,000 acres in 60 counties (as of January 2019). The program has preserved several farms in Warren County, primarily in Wayne, Salem, and Massie Townships. Under an agricultural easement, the land itself stays under private ownership, but the easement prohibits or limits any future non-agricultural development by landowners.

The program allows landowners to voluntarily sell easements on their farms to the State of Ohio by working with a Warren County Soil and Water Conservation District. Selected farms must be 40 acres or more, actively engaged in farming, participate in the CAUV program, demonstrate good stewardship of the land, and have the support of their local government. Funding for the program is derived from the Clean Ohio Conservation Fund, overwhelmingly approved by voters in 2008. Some small family farms in Eastern Turtlecreek Township may be appropriate for this program. The recommendation is to identify farms in ETT and inform farmers of the benefits of the program.



### **PURCHASE OF DEVELOPMENT RIGHTS PROGRAM**



## Conservation of Natural Resources

ETT is fortunate to contain certain natural resources that help to establish its identity and contribute to its rural quality of life. Natural resource areas such as the Little Miami River and its tributaries, forested areas, wildlife habitat, floodplains, and steep slopes are important from an environmental perspective, but they also help contribute to the character of Eastern Turtlecreek Township and are central to its rural heritage. As awareness of the importance of natural resources and their relationship to the quality of life has increased, so has concern for protecting these resources. Currently, the Warren County Rural Zoning Code includes several tools towards the conservation of natural resources, including standards for conservation subdivisions. These type of subdivisions effectively and permanently protect open space by providing density bonuses for natural resource conservation.

Other tools beyond a variety of protective zoning regulations and land use policies include land acquisition programs, density transfer programs, and land preservation programs to protect sensitive natural areas and wildlife habitat. These tools provide options for landowners to recoup some of the land value that might be perceived to be diminished by regulations. An effective program is the purchase of development rights through the Clean Ohio Conservation Program. This program is similar to the Local Agricultural Easement Purchase Program, but instead of farm land preservation, its purpose is preserving natural resources.

The program is administered by Ohio Public Works Commission and applications are scored by the Natural Resource Advisory Council (NRAC—District 10). The Clean Ohio Green Space Conservation Program helps to fund preservation of open spaces, sensitive ecological areas, and stream corridors. A typical rural property that contains high-value natural resource and is zoned for 3 or 5 acre density (RU or R-1A) residential development is ideal for possible preservation.

Land protected under the Clean Ohio Conservation Program, would be appraised and scored by NRAC. Grant recipients can purchase the property, or use funds to purchase conservation easements, which would keep property in current landowner's name. In the past, applications were competitive on a state wide basis, now applicants are scored on a district wide basis— Butler, Clermont, Clinton, & Warren Counties. It is recommended that the Township, in corporation with regional land conservation groups understand the Clean Ohio Conservation Program funding option and then conduct landowner outreach — the effectiveness of this approach relies on selecting appropriate properties. Properties within the Little Miami River Valley should be the main priority. The initial contact may be better received by the landowner if conducted by the Township. The work of the Township should be done within a county wide framework for conservation of natural resources and therefore a land conservation master plan should be developed to detail the vision, goals, and organizational framework for a county-wide system of natural areas and wildlife habitat.

**Opposite:**  
Farm off  
Waynesville  
Road

**Above:**  
Farm on  
Red Oak  
Road



# P

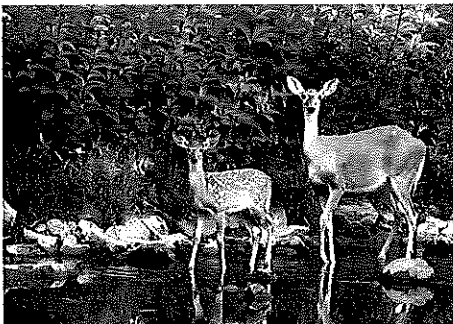
## reservation of Wildlife Habitat

Changing land uses such as residential growth and even farming could reduce the quantity and quality of wildlife habitat. Despite growth, ETT and the surrounding area remains home to an impressive diversity of birds, mammals, and fish. Fish and wildlife species depend on a complex array of habitat conditions for their food, water, mobility, security, and reproductive needs. Wildlife habitats within ETT are heavily concentrated adjacent to the Little Miami River and these areas and the floodplain are some of the most appealing to wildlife. Nevertheless, there are significant areas and wild life corridors away from the river. These areas not only contribute in providing protective cover for wildlife, but also to the aesthetic quality of ETT and serves as an essential element in controlling runoff and soil erosion. A number of agencies (Cardinal Land Trust, Little Miami Conservancy, and Warren County Soil & Water Conservation) are involved in the effort to address the management and protection of fish and wildlife habitat.

Several tools and processes are in place to preserve wildlife habitat. These include the use of conservation subdivision regulations to protect habitat and species, coordination/communication with other agencies to provide information, data, support, or technical assistance through the project planning and review stage. Furthermore, the implementation of the previous recommendations for farmland preservation, conservation of natural resources, and developing the design review process will each contribute toward the goal of preserving wildlife habitats. Additional considerations should include the following:

1. Identify and map critical habitat sites where development is discouraged.
2. Require a significant minimum percent open space requirement in all subdivisions. Require wildlife habitat to be protected as part of any open space (currently open space is only required in PUDs).
3. Require the use of conservation subdivisions in Little Miami River Valley with larger minimum open space requirements.
4. Adopt development setbacks (e.g., 100 feet) from all sensitive natural areas (wetlands, riparian areas, critical wildlife areas).
5. Require connectivity of wildlife habitat areas at the subdivision review stage.
6. Adopt wildlife-friendly fencing guidelines.
7. Give special attention to preserving, protecting, and enhancing wildlife corridors in the review of all applications for development, with special attention to riparian corridors and physically linking open spaces to form a network of open space.

In addition to the regulatory recommendations, one way to reestablish wildlife habitats is to encourage residents to plant trees, shrubs, and vines which can provide the food and shelter requirements of many wildlife species. A well planned planting of woody species can fulfill the needs of wildlife while meeting other goals such as windbreaks, hedgerows, and erosion control.





# Open Space & Parks

Recreational needs of rural residents are typically different from urban dwellers.

Rural recreational needs are usually met with carefully designed trails and open space systems that provide residents with essential recreational opportunities while preserving valuable wildlife habitat, scenic landscapes, and cultural resources. Eastern Turtlecreek Township recreational resources and open spaces are provided by adjacent jurisdictions, Warren County Park's District, and private organizations.

There are two county owned parks within the study area, the undeveloped Roxie Shaw Memorial Park (Drake Road Park) and Ivins Memorial Park. This Chapter provides conceptual ideas and plans for those public spaces based on public input received at the Citizen's Advisory Committee meeting and the Public Open House.

Existing Trail Plans and Maps were discussed in detail in Chapter 2 - Township Today. Minor amendments to those plans will be proposed to more accurately reflect recent developments.

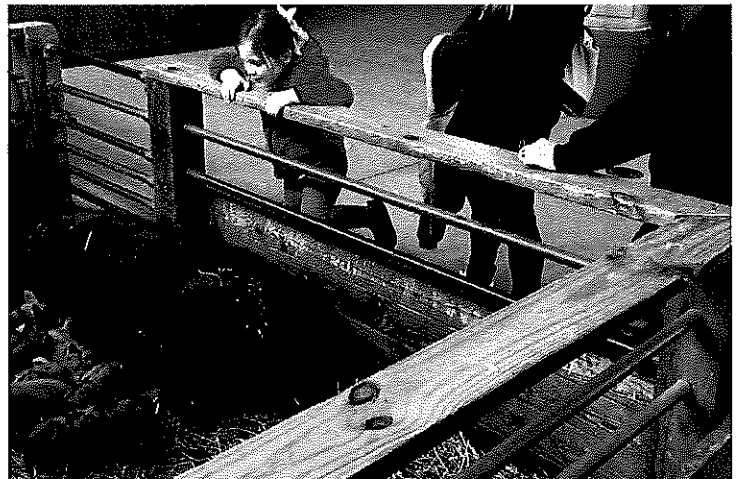
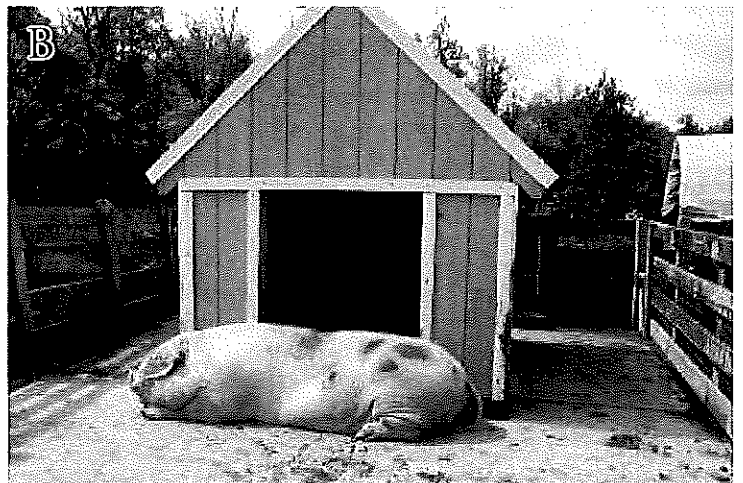
# Roxie Shaw Memorial Park

The Roxie Shaw Memorial Park is a 143 acre property in a rural/residential setting near the City of Lebanon close to Lebanon High School. An anonymous donor gifted this property to the Warren County Park District in 2004 in memory of Roxie Shaw who was a lifelong resident of Lebanon and was supportive of youth and community activities.

A concept was discussed to slowly transition this property into a Farm Park. This park could highlight our agricultural heritage and fulfill many of the primary objectives of this plan. The park is located near many school facilities and could serve as an excellent educational and social tool for the community.

A great example of the farm park concept is Lake Metroparks Farmpark, a working farm located in Kirtland, Ohio. The farm has fields, gardens, and standard farm buildings. The park helps people understand how farm life has developed over time, and reinforces that farming is a current and viable lifestyle. The farm park concept helps people understand agriculture and draws attention to the industry while envisioning future applications. Educational activities such as daily milking sessions, cheese making, and plant science could be incorporated into the programming of the park.

Existing barns on the land could be used for private boarding and 4H horse stables to generate funds to build farm park features. A new entrance will need to be constructed off Drake Road as currently access to the site goes through private property. Existing natural features such as forest and natural grasslands should be protected. Current farming operations could also continue on large portions of the property while specific sections of the park are implemented.

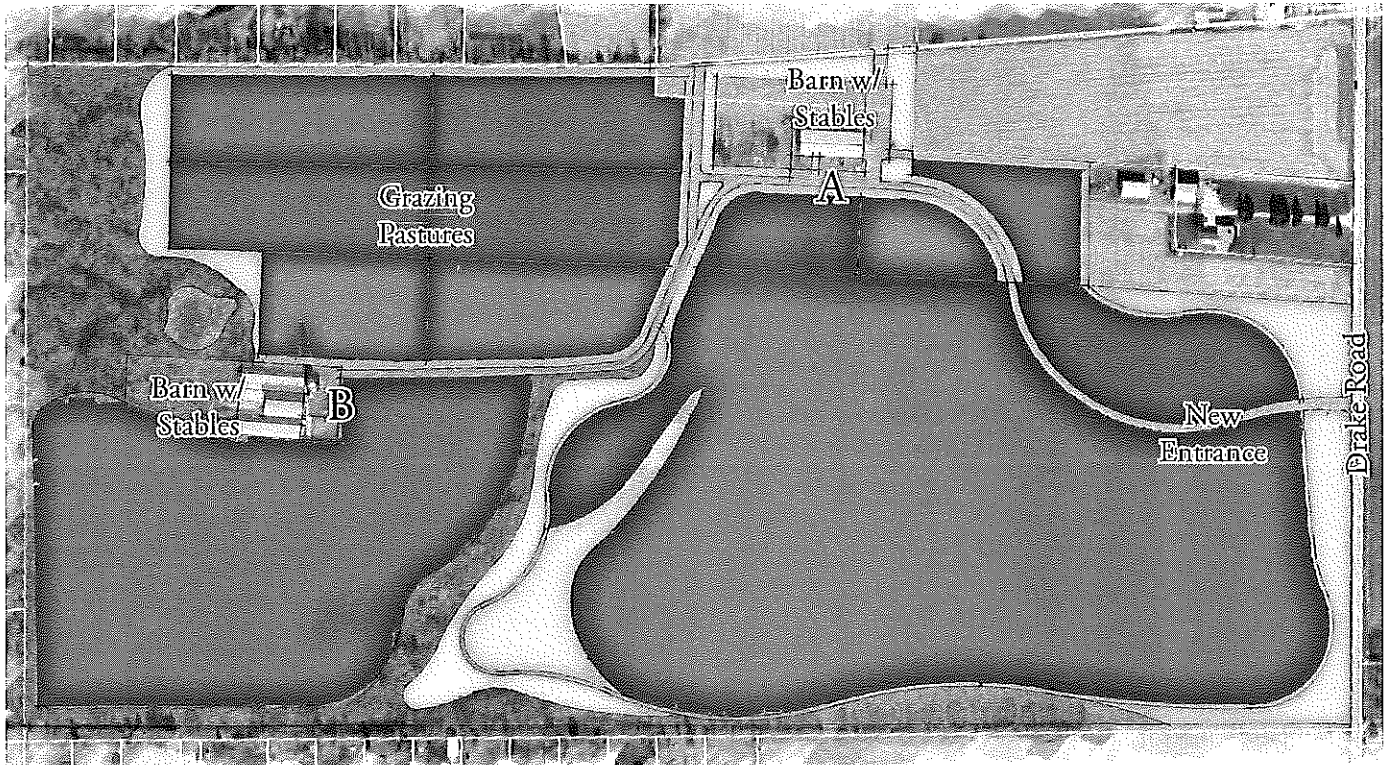




## Site Aerial



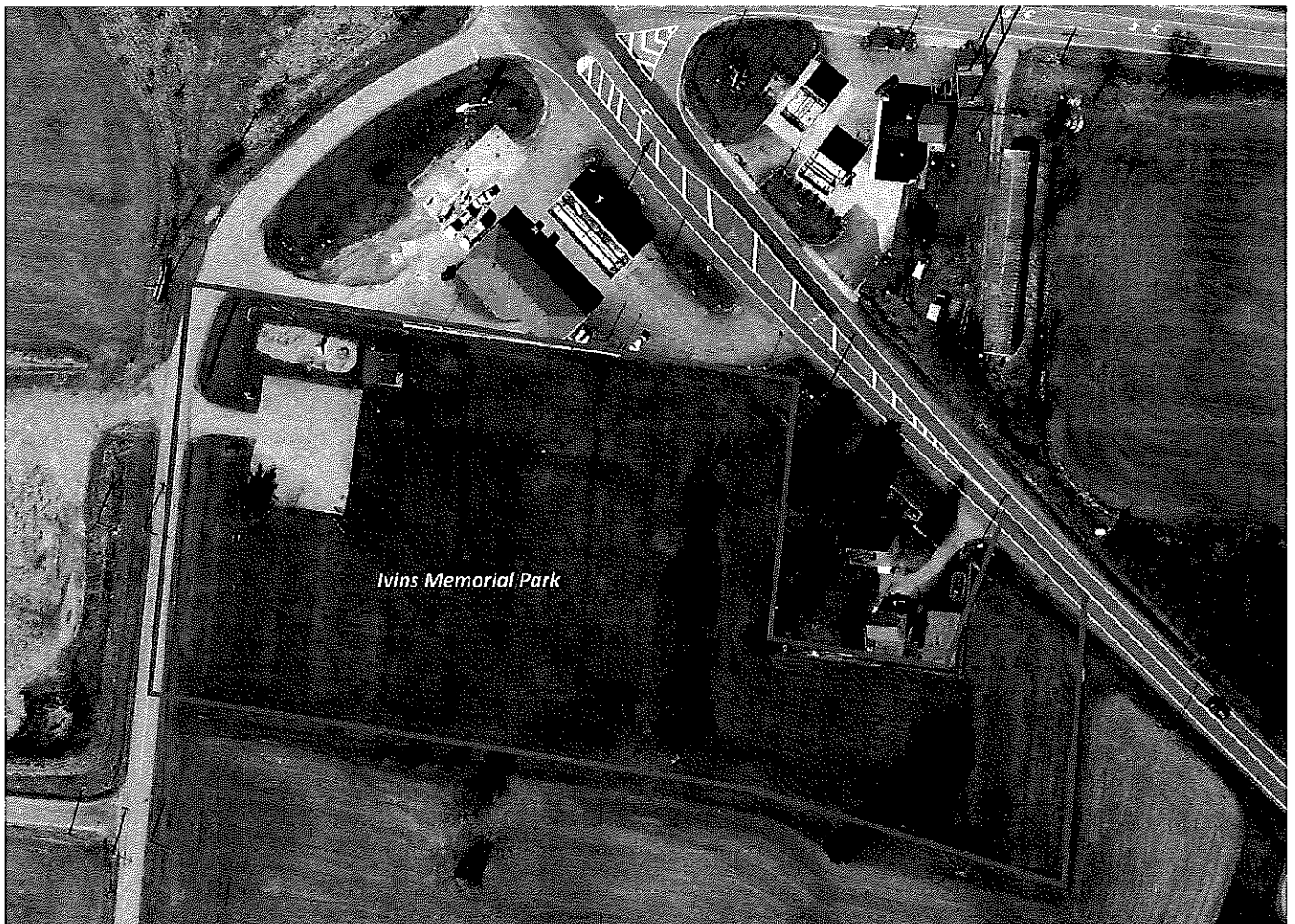
## Conceptual Design

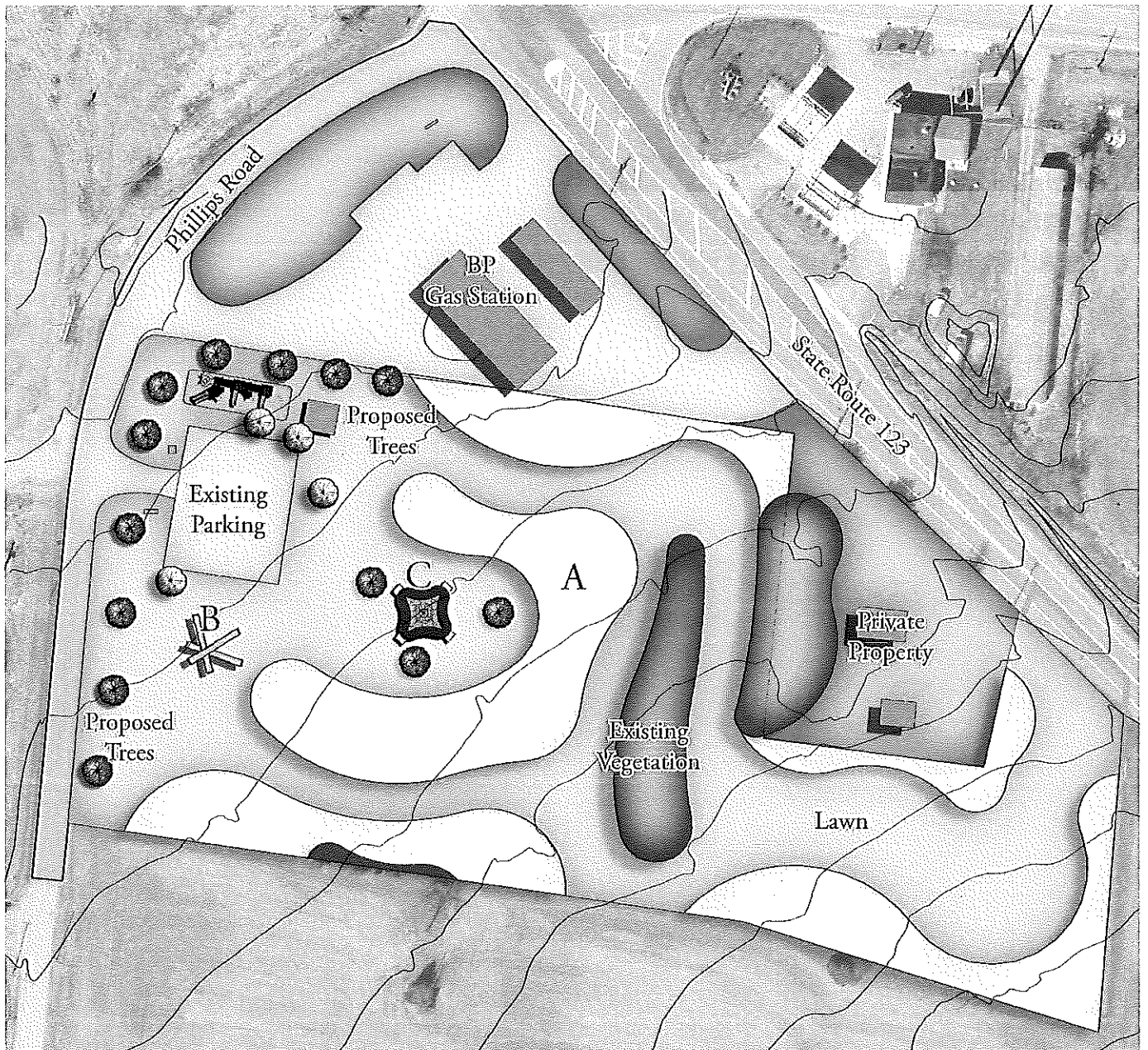




# Ivins Memorial Park

Ivins Memorial Park is a 4.5 acre park located near the intersection of SR 123 and Phillips Road containing a shelter, swing set, and a small playground. The park has 12 parking spaces with access from Phillips Road. Currently, the park lacks appeal and is underutilized. Minor additions could provide an area for residents to take their children to play while also creating a relaxing place for travelers to rest, walk their dog, and get a positive introduction to Warren County and Turtlecreek Township.



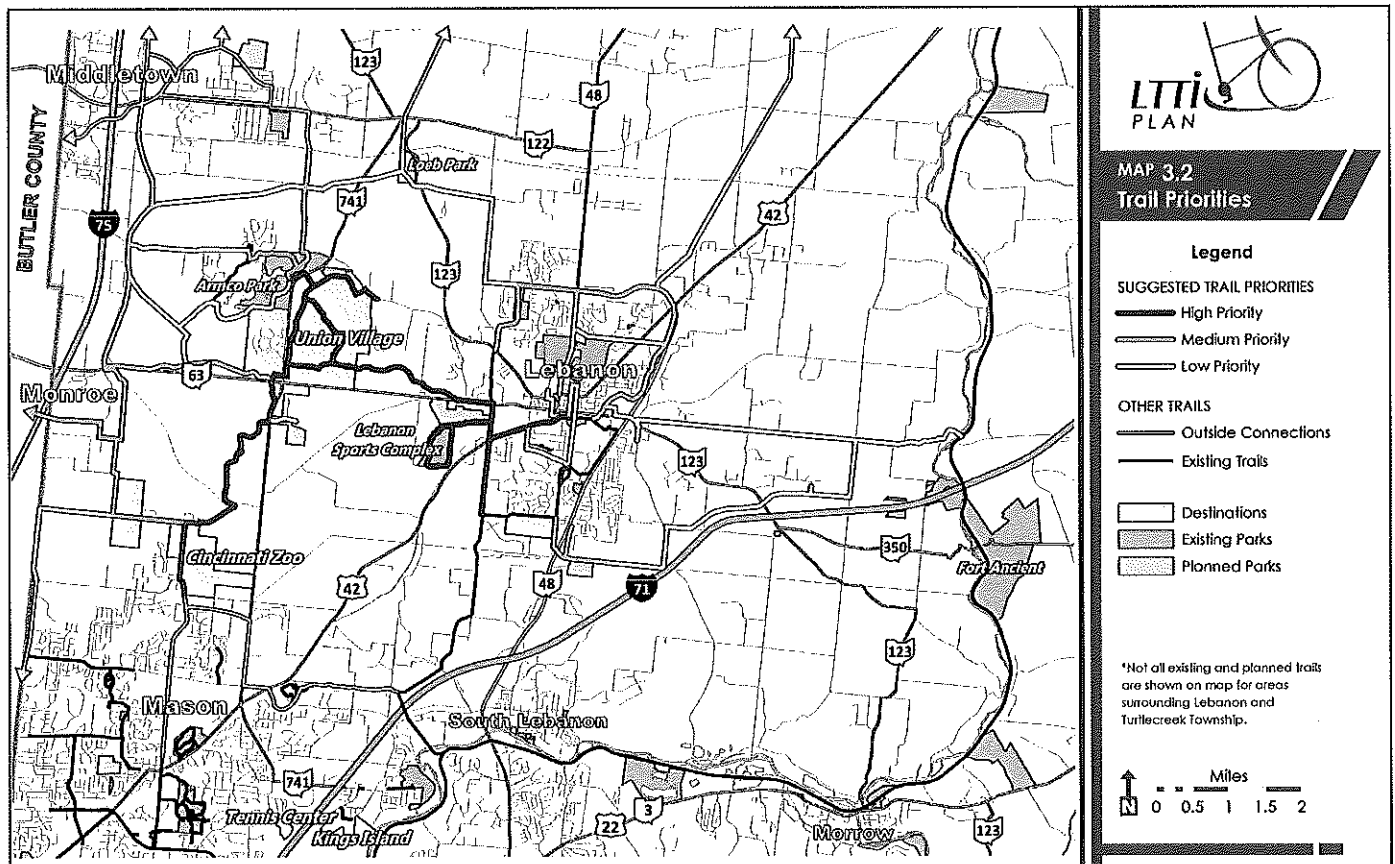


# Trails

Walking and biking opportunities improves residents quality of life and enhanced community health. Eastern Turtlecreek is positioned along segments of the Little Miami Scenic Trail and close to the Countryside Y Trail that connects to the City of Lebanon with the Little Miami Trail. Linking residents to these two distinct and popular trails will open up a wider range of recreation services to residents. The trail connection could also be designed to contribute to the area's preservation of its natural resources and help to maintain the rural character. The Warren County Comprehensive Plan, The Warren County Parks Plan, and the Lebanon-Turtlecreek Trails Initiative, analyzed in Chapter 2, contain suggested trail routes within Eastern Turtlecreek.

The LTTI Plan looked at several factors, including connectivity, access points, and trail quality that support both recreation and transportation needs and recommends trail routes. Although the report's primary focus was Western Turtlecreek Township, broad recommendations were developed for Eastern Turtlecreek that include the following:

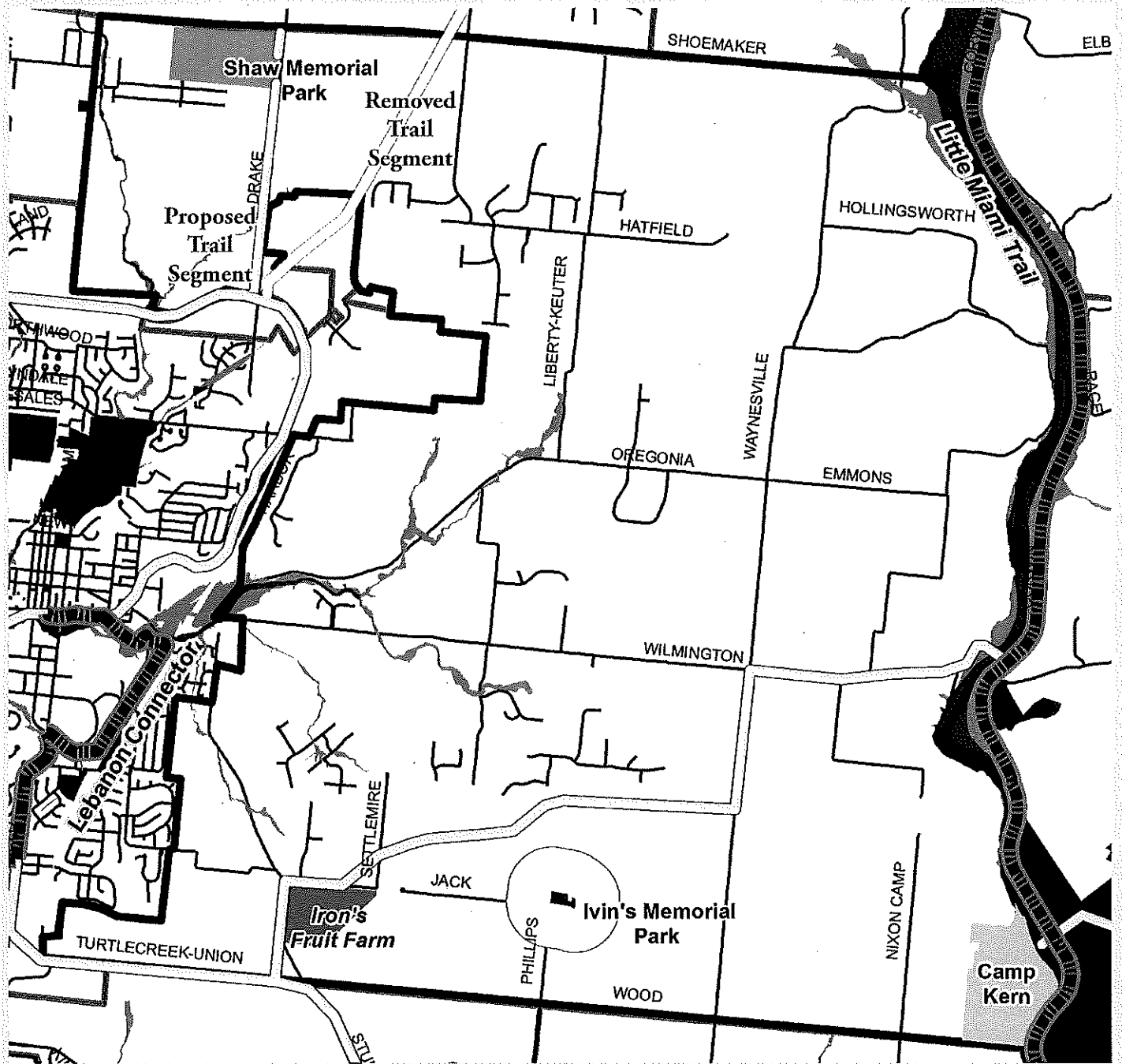
1. An on street bike lane that links the City of Lebanon to the Little Miami Trail along Wilmington Road.
2. A combination of off road and on street trail that links the Countryside Y to the 123 and 71 JEDD.
3. An off road trail that runs northeast from the high school towards Waynesville that partially utilize abandoned rail lines. This route was deemed undesirable due to easement conflicts with adjacent property owners. An alternative route along Drake Road connecting Lebanon High School and Roxie Shaw Memorial Park was determined to be a preferable alternative.









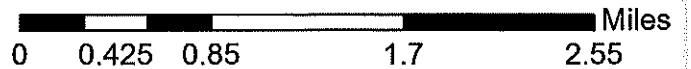


# Eastern Turtlecreek Area Plan

## Parks, Trails, Points of Interest



-  Existing Trails
-  Recommended Regional Spines
-  Planned Parks
-  Existing Parks
-  Camp Kern
-  1/4 Mile Buffer



# B

## randing

Branding reinforces local identity and the identification of residents with Eastern Turtlecreek Township.

Every day, residents, visitors, workers, and tourists brand Eastern Turtlecreek Township based on their experience and interaction with the area and its assets. If Eastern Turtlecreek Township does not brand and market itself, others will do it for them, and perhaps, without the best intentions. Branding will help to capture the essence of Eastern Turtlecreek Township and communicate that message to a broader audience. The greater purpose in branding is to build pride, maintain the rural identity, and promote a preservation spirit that compels residents to be stewards of the Eastern Turtlecreek Township community.

Branding is increasingly about experiences and lifestyles. Branding for Eastern Turtlecreek Township could focus on particular features of the area: The Little Miami River, rural landscapes, active farms, scenic roadways, residential estates, natural resources, and related experiences. The areas scenic roadways, farms, open spaces, and large lot residential development can be experienced as enabling a perfect connection with nature and can be a 'thought clearing' experience. Subdivision design, roadway landscaping, and rural gateways are possible ways to experience the environment of Eastern Turtlecreek Township and invest it with meanings. This plan offers preliminary directions for developing a brand, however, this should be supplemented by retaining a professional to develop a brand for the Township and Eastern Turtlecreek Township.



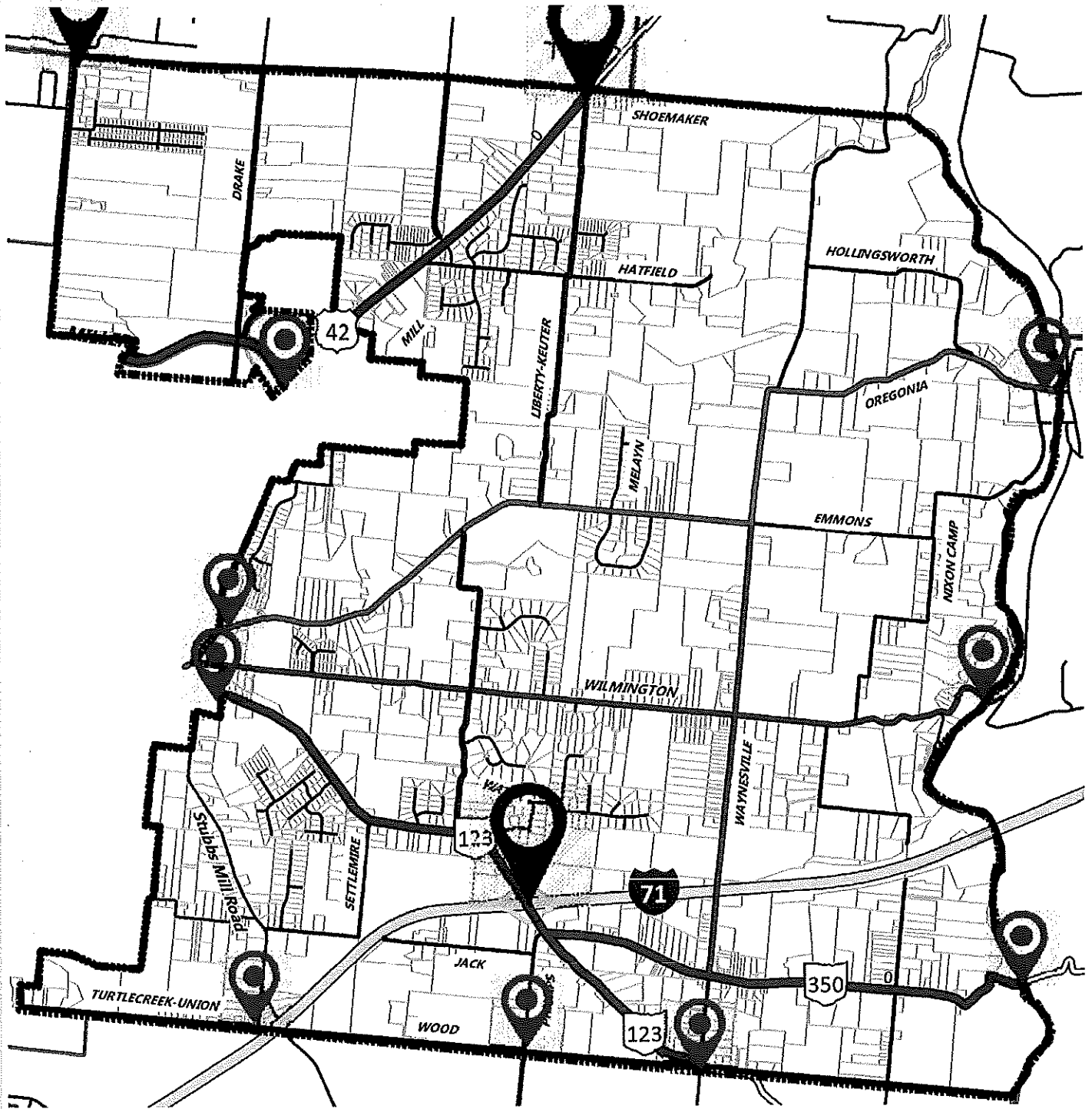
Participants during the planning process saw the natural environment, rural landscape, and rural estate lots as core elements of experiencing ETT and that these elements should serve as the backdrop for the ETT brand.

## Rural Gateways

**Purpose:** The intent of this section is to enhance the visual environment along Eastern Turtlecreek Township's major travel corridors and to solidify the identity of the area. Gateways in ETT are of two types, the Rural Gateway that is addressed in this plan and the JEDD Gateways addressed in the 71 & 123 Area Plan. These gateways are both varied and dynamic — each gateway is a place on its own terms.

**Location:** Each of the identified gateway locations serves a high volume of cars, trucks, buses, and other vehicles daily. Drivers form their own opinion of ETT from what can be seen along these corridors. Whether the impression is positive or negative, it stays with the viewer. It is within the scope of this Plan to actively foster the best image possible. The below gateways were selected because of the implementation opportunities available and the importance of each gateway location within the County-wide context. The following gateways locations are recommended for detailed study and improvements.

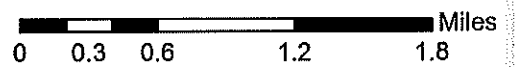
# Eastern Turtlecreek Area Plan Gateway Map



Primary Sign



Secondary Sign



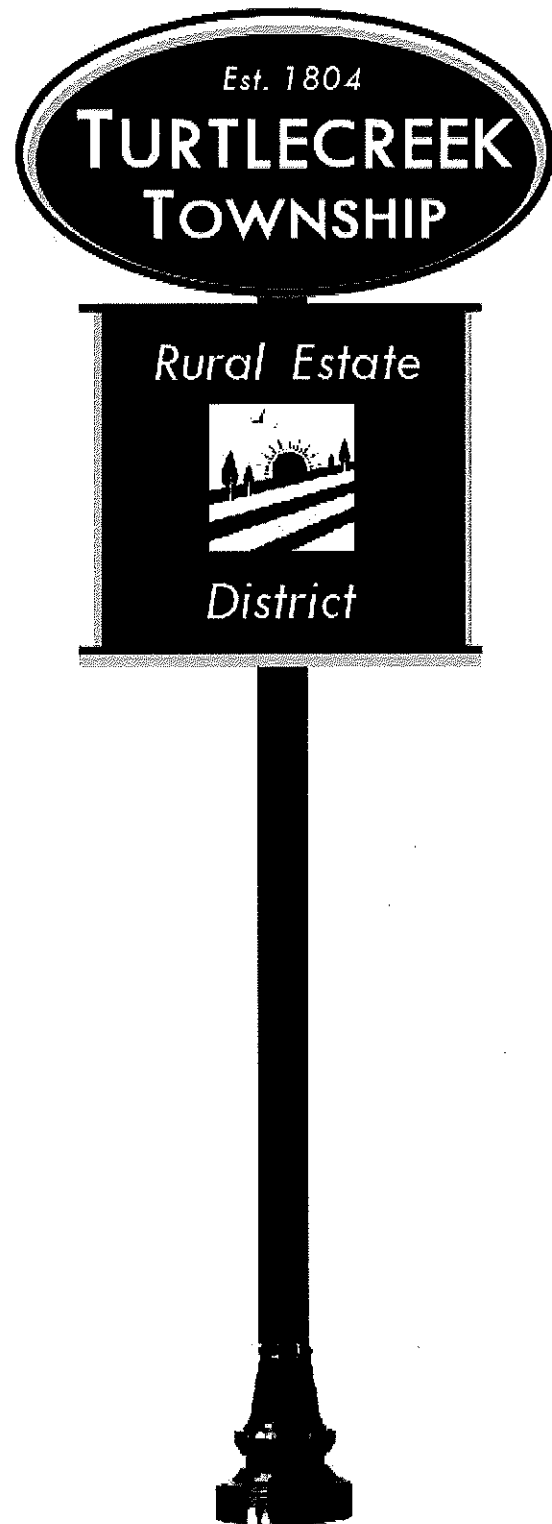
# Design

**Design:** Rural Gateways should provide a transition from ETT to the City of Lebanon or from surrounding townships to ETT. This transition is illustrated best through the use of landscaping. Landscaping should provide seasonal color and an appealing visual impact throughout the year and should use a blend of native plants to maintain the rural character. Plantings should be informal to reflect strategies for the Rural Area – and should progressively be planted in a more formal fashion as one approaches the City. In addition, gateway design should follow the below principles:

1. Gateway designs should be simple in character.
2. The gateways should be free from excessive embellishments and limited to a recommended design palette.
3. Landscaping should be an integral component of each gateway design and each should contain a common landscape element (tree type) easily associated with ETT.
4. Gateways should include attractive signage containing elements or a logo unique to Turtlecreek Township.
5. Gateways should be sized and positioned appropriately for the location.

**Implementation:** These gateways may be implemented by a series of action strategies—two of these action strategies are as follows:

1. Prepare, in cooperation with Ohio Department of Transportation (ODOT), landscape plans to improve the scenic quality of highly visible areas along state roadways.
2. Create landscape treatments and install appropriate gateway signage at each of Eastern Turtlecreek Township’s major gateways.



# Marketing

Eastern Turtlecreek Township has many wonderful attributes that make it a great rural residential community. However, there is not a uniform way in how the Township portrays itself, and how leaders, residents, and business owners communicate this identity. When someone thinks about Eastern Turtlecreek Township what are the first words or thoughts that pop into their head? When residents describe where they live to someone outside our region, what words or phrases do they use? ETT's identity should be communicated clearly, consistently and proudly. The communication of the ETT's identity, however, is more than the spoken word and the quality of the rural environment must also communicate the same message.

After a brand and logo has been developed, the next step in this process is the development of a coordinated marketing strategy that can be implemented and communicated flawlessly by the Township, residents, and the business community.

The branding and marketing of ETT should be done as a part of the branding and marketing of the Township as a united whole. Such effort should be carefully crafted to portray the Township as containing diverse character and neighborhoods but still unified. Developing a marketing and communications strategy that promotes a positive and coordinated identity should be done with a professional and should include the following:

1. Convene a working group of involved stakeholders to outline the development of a township wide marketing strategy.
2. Develop marketing pieces for shared use by township stakeholders.
3. Ensure the consistent use of communications pieces within the township government, schools, chamber of commerce, and event organizers.
4. Expand and coordinate the township's social media presence.







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# CHAPTER 5

## Implementation

This chapter summarizes the actions that are necessary to implement the Eastern Turtlecreek Plan's recommendations and overall vision.

**A**fter engaging dozens of stakeholders, reviewing previous studies, and analyzing the corridor's physical, cultural and financial resources, the Steering Committee agreed that by 2024 they wanted local residents and regional visitors to easily access and navigate the corridor by multiple means of transportation, and experience an extraordinarily attractive environment. Following approval of the plan, RPC staff will bring forward amendments to the Comprehensive Plan; the Warren County Rural Zoning Code, and the Future Land Use Map. Further implementation items should be approached in a phased manner, identified in the matrix below.



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# EASTERN TURTLECREEK AREA PLAN

RURAL ESTATE DISTRICT

2019

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## Implementation Priorities

During the planning process, the Citizens Advisory Committee prioritized major implementation strategies. The Citizens Advisory Committee priorities are identified below with an explanation for each category. The top zoning, quality of life, roadway, roadway safety and park priorities:

Zoning amendment priorities:

1. Buffer standards for residential to residential uses
2. Rezone Genntown
3. Establish dark sky standards

Quality of life priorities:

1. Farmland Preservation
2. Fire Station
3. Gateway Signage

Roadway priorities:

1. Roadway connectivity
2. Intersection improvements
3. Revised rural cross section design standards

Road safety priorities:

1. State Route 42 safety improvements
2. State Route 123 & Waynesville Road intersection improvements
3. State route 123 & State Route 350 limited infrastructure to handle truck stop and local traffic

Parks priorities:

1. Shaw Memorial park

**Zoning amendment priorities:** Any type of zoning change that will impact future zoning regulations and development.

**Quality of life priorities:** Improvements that makes Eastern Turtlecreek a better place to live, work, and recreate.

**Roadway priorities:** Finding roadway improvements to better connect all modes of transportation in Eastern Turtlecreek.

**Road safety priorities:** Any road or intersection that the committee sees that is in need of safety improvements.

**Parks priorities:** What park should recieve priority in terms of improvements, funding or redesign.

# Implementation Table

## HOW TO READ THE TABLES

The text boxes below offer a guide for reading through the implementation tables. Implementation actions are organized according to goals and action strategies. Additional information is also provided for each action to specify who is responsible for carrying out the action, and approximately how long it should take to carry out.

**Policy Terms**

The implementation tables are organized by responsibility, time frame and notes.

**Responsibility:** Who is responsible to implement the action.

**Time frame:** The estimated time to complete the action.

**Notes:** Any specific terms that should be addressed.

**Time**

A general estimate of time needed to implement each action item is provided here.

**Short-term:** 1-3 years

**Mid-term:** 4-10 years

**Long-term:** 11 years or more

**Ongoing:** A policy or action that requires short term action and continuous involvement or enforcement thereafter.

IMPLEMENTATION ACTION	RESPONSIBILITY	TIME FRAME	NOTES
<b>Goal 1: A safe, accessible, sustainable, and efficient multi-modal transportation network.</b>			
Action 1.1: Ensure that SR 63 and SR 741 is designed in accordance with the recommendations of the Plan in terms of number of lanes, road cross-sections and lanes with landscaping.	WCEO	Short-term	First phase to be addressed between Union Road and SR 741

**Responsibility**

The Turtlecreek Crossroads Plan will be implemented by a variety of different entities. The lead organization(s) responsible for each action are listed first in bold followed by supporting organizations.

**Notes**

Miscellaneous notes and references to maps, figures, boxes, and other relevant action items are provided here.

### Abbreviations & Acronyms

#### Abbreviations

Dept.	Department
Dev.	Development
T'creek	Turtlecreek
Twp	Township

#### Acronyms

ODOT	Ohio Department of Transportation
WC	Warren County
WCEO	Warren County Engineer's Office
WCRPC	Warren County Regional Planning Commission
WCCVB	Warren County Convention & Visitors Bureau
WC ZONING	Warren County Zoning
T'CREEK TWP DC	Turtlecreek Township Design Committee
WCAO	Warren County Administration Office

# LAND USE & ZONING

## IMPLEMENTATION ACTION

**Goal:** Preserve, protect, and enhance Eastern Turtlecreek Township’s traditional rural lifestyle, wildlife habitats, and environmentally sensitive lands; while allowing for limited and compatible low-density residential development, as well as limited commercial services.

**ACTION 1.1:** Revise the Warren County Future Land Use Map, a component of the Warren County Comprehensive Plan. Primary changes are Single Family Residential near Lebanon, including along SR 123, and Single Family Residential in Genntown.

**ACTION 1.2:** Institute amendments to the Warren County Rural Zoning Code to add buffer standards where greater-density zoning is adjacent to lower-density residential areas. Greater setbacks from public roads to preserve the rural character.

**ACTION 1.3:** Allow greater density, with high design standards, closer to the City of Lebanon and the SR 132 and I-71 JEDD.

**ACTION 1.4:** Encourage limited ecological development along the Little Miami River Valley. Map and establish a floating overlay zone to coordinate agency review and guidance for enhancing the economic, natural, scenic, and recreational qualities of the Little Miami River.

**ACTION 1.5:** Increase the residential zoning density in Genntown and establish a Commercial Overlay Zone to provide landowners the flexibility to develop their land while providing appropriate safeguards to existing residential residents.

**ACTION 1.6:** Create standards for dark sky protection that differentiates between rural and urban settings.

**ACTION 1.7:** Develop Low Impact Development (LID) techniques to better manage stormwater runoff in new developments and encourage upgrades to existing infrastructure.

**ACTION 1.8:** Increase lot width requirements through updated access management and rural residential lot frontage standards.

**ACTION 1.9:** Establish an Architectural Review Board and adopt standards that ensure new development is compatible.

RESPONSIBILITY	TIME FRAME	NOTES
Warren County Regional Planning Commission (WCRPC) & Turtlecreek Township	Short-term	See page 64
Warren County Zoning, WCRPC, & Turtlecreek Township	Short-term	See page 62 & 70
Warren County Zoning, WCRPC, & Turtlecreek Township	Medium-term	See page 63
Warren County Zoning, WCRPC & Turtlecreek Township	Medium-term	See page 63
Warren County Zoning, WCRPC, & Turtlecreek Township	Medium-term	See page 68
Warren County Zoning, WCRPC, & Turtlecreek Township	Medium-term	See page 70
Warren County Soil Conservation District, Warren County Engineer's Office, WCRPC & Turtlecreek Township	Medium-term	See page 71
Warren County Engineer's Office, WCRPC & Turtlecreek Township	Medium-term	See page 71
Warren County Zoning, WCRPC, & Turtlecreek Township	Medium-term	See page 74

# QUALITY OF LIFE

## IMPLEMENTATION ACTION

**Goal:** Maintain, enhance, and promote the high quality of life in Eastern Turtlecreek by ensuring public safety, encouraging rural identity, and preserving open space.

**ACTION 1.1:** Update the Warren County Thoroughfare Plan to incorporate additional rural and local roadway cross sections that incorporate context-sensitive design standards including areas with a wide bike shoulder.

**ACTION 1.2:** Annual meetings with transportation officials to develop strategies to upgrade roadway sections in Eastern Turtlecreek that need immediate attention due to address safety concerns.

**ACTION 1.3:** Turtlecreek Township should determine strategic placement of a new fire station in Eastern Turtlecreek Township.

**ACTION 1.4:** Advocate for maintaining farming as a viable option through: preserving a farmer’s “right to farm” by raising awareness of potential negative externalities of farming for new residents, increase the use of voluntary land trust for farmland preservation, and promote agri-business through enforcement of State deregulation policies.

**ACTION 1.5:** Create a Master Plan for Roxie Shaw Memorial Park outlining the Farm Park concept.

**ACTION 1.6:** Implement design concepts at Ivins Memorial Park to create a more interesting public space.

**ACTION 1.7:** Implement a trail system strategy that connects Eastern Turtlecreek to existing trail networks.

**ACTION 1.8:** Form a branding identity for Turtlecreek Township and reinforce that brand through letterhead, signage, and media posting.

**ACTION 1.9:** Use gateway concepts to establish gateway sign at strategic location identified in the Plan.



RESPONSIBILITY	TIME FRAME	NOTES
Warren County Engineer's Office, WCRPC & Turtlecreek Township	Medium-term	See page 78 & 79
Warren County Zoning, WCRPC, & Turtlecreek Township	Medium-term	See page 80
Turtlecreek Township	Long-term	See page 82
Warren County Zoning, WCRPC & Turtlecreek Township	Short-term	See page 84
Warren County Parks District WCRPC	Medium-term	See page 92
Warren County Parks District WCRPC	Medium-term	See page 95
Warren County Engineer's Office, WCRPC & Turtlecreek Township	Long-term	See page 96
Turtlecreek Township	Medium-term	See page 98
Turtlecreek Township & WCRPC	Medium-term	See page 100