

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1043

Adopted Date August 03, 2021

HIRE TIFFANY IBOLD, AS CLERICAL SPECIALIST I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION


BE IT RESOLVED, to hire Tiffany Ibold Clerical Specialist I within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, (40 hours per week), Pay grade #1, \$13.30 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective August 23, 2021 subject to a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
T. Ibold's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1044

Adopted Date August 03, 2021

HIRE EMILY REYNOLDS AS AN EMA EMERGENCY PLANS ASSISTANT FOR WARREN COUNTY EMERGENCY SERVICES

WHEREAS, Ms. Reynolds will assist with updating emergency plans; and

NOW THEREFORE BE IT RESOLVED, to approve the hiring of Emily Reynolds as an EMA Emergency Plans Assistant within Warren County Emergency Services, non-exempt status (40 hours per week), \$14.00 per hour, classified, effective August 16, 2021, subject to a negative drug screen and background check (BCI); and

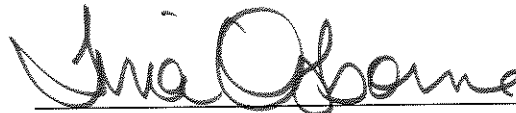
BE IT FURTHER RESOLVED, Ms. Reynold's employment is temporary will end July 29, 2022, or sooner if the project is complete or if her assistance is no longer needed.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc:

Emergency Services (file)
E. Reynold's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1045

Adopted Date August 03, 2021

ACCEPT RESIGNATION OF EMILY SHULER, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE AUGUST 12, 2021


BE IT RESOLVED, to accept the resignation of Emily Shuler, Emergency Communications Operator, within the Warren County Emergency Services Department, effective August 12, 2021.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1046

Adopted Date August 03, 2021

HIRE IBRAHIM DABDOUB AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Ibrahim Dabdoub as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$11.78 per hour, effective August 23, 2021 subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
I. Dabdoub's Personnel file
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1047

Adopted Date August 03, 2021

HIRE NICHOLAS BREWER AS WASTEWATER TREATMENT PLANT TECHNICIAN,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Nicholas Brewer, as a Wastewater Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$15.41 per hour, effective August 23, 2021, subject to a background check, negative drug screen, and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Mr. Brewer is required to obtain a Class I Wastewater Operator's License within eighteen (18) months of his start date to maintain employment.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: N. Brewer's Personnel file
Water/Sewer (file)
OMB – Sue Spencer
Theresa Reier

Resolution

Number 21-1048

Adopted Date August 03, 2021

AUTHORIZE REIMBURSEMENT TO JACOB STEED FOR SEWER CHARGES PAID FOR 4964 W. ST. RT. 122 IN FRANKLIN, OHIO

WHEREAS, the single-family residential home located at 4964 W. State Route 122 is part of the Hunter Dicks Creek Sewer Improvement Area; and

WHEREAS, the customer contacted our office and reported they are served from a privately owned home sewage treatment system (septic system) and not by the sanitary sewer installed under the assessment project and further requested to be reimbursed sewer charges paid since July 2009, totaling an amount of \$2,069.91; and

WHEREAS, the Warren County Combined Health District has verified that the customer is not served by the sanitary sewer and has an active septic system; and

WHEREAS, as required under Ohio Administrative Code, the customer is required to connect to the sanitary sewer and abandon the septic system; and

WHEREAS, the customer has been advised by the Warren County Combined Health District to abandon the existing septic system and connect to the sanitary sewer; and

WHEREAS, the customer is responsible for all costs associated with the construction of the sewer service lateral from the structure being served to the right-of-way or easement. The customer must pay an \$80.00 sewer inspection fee to the Warren County Water and Sewer Department and the installation of the sewer service lateral must be inspected by a representative of the Warren County Water Sewer Department;

NOW THEREFORE BE IT RESOLVED:

1. Authorize the Warren County Water and Sewer Department to reimburse Jacob Steed in the amount of \$2069.91 for sewer charges paid since July 2009.
2. The customer is required to hook into the sanitary sewer and is responsible for all costs associated with the construction of the sewer service lateral from the structure being served to the right-of-way or easement.
3. The customer shall pay an \$80.00 sewer inspection fee to the Warren County Water and Sewer Department and the installation of the sewer service lateral must be inspected by a representative of the Warren County Water and Sewer Department.
4. Sewer Use Fees and Charges to the property shall be suspended until the connection is complete.

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AUGUST 03, 2021
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Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink that reads "Tina Osborne". The signature is written in a cursive style and is positioned above a horizontal line.

Tina Osborne, Clerk

cc: Jacob Steed
Water/Sewer file-Account 206190
Warren County Combined Health District

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1049

Adopted Date August 03, 2021

AMEND WARREN COUNTY PROCUREMENT POLICY RELATIVE TO PURCHASE ORDERS (REQUISITIONS)

WHEREAS, the procurement policy currently requires purchase orders over \$1000 to have three quotes; and

WHEREAS, the policy is being updated requiring purchase orders over \$2500 to have three quotes; and

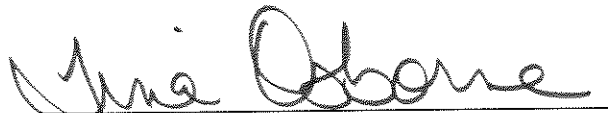
NOW THEREFORE BE IT RESOLVED, to amend the Warren County Procurement Policy requiring three quotes for purchase orders over \$2500 under sections: One B7, Two E1, Two E2a and attachment B, as attached hereto and made a part hereof, effective August 1, 2021.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

tz/

cc: Commissioners' file
Policy file
OMB
All Departments
Tina Osborne

**WARREN COUNTY
PROCUREMENT POLICY**

PREAMBLE

Pursuant to Ohio Revised Code Section 307.55, except as otherwise specifically prescribed by law, "...no claims against the county shall be paid otherwise than upon the allowance of the board of county commissioners..." In order for the Warren County Board of Commissioners to approve the expenditure of county monies, it must first ensure that such expenditure is proper and that the obligation was made in accordance with all federal, state, and local laws. Therefore, the purpose of this policy is to establish procedures for the procurement of supplies, equipment, construction, and services with public funds. This policy describes the standards to be used to ensure that materials and services are legally procured and done in a manner to be economic, effective and fair to the maximum extent practicable.

I. PURCHASE ORDERS (REQUISITIONS):

- A. Ohio Revised Code (ORC) Section 5705.41 indicates that any contract or order involving the expenditure of monies must be done upon a certificate of the fiscal officer (purchase order or requisition) in the amount required to meet the obligation. While purchase orders (signed by the Board of County Commissioners and certified by the County Auditor) should be used in all cases, the Warren County Board of Commissioners has prescribed, with concurrence of the County Auditor, that purchase orders are to be used in those instances when the anticipated single purchase or multiple purchases, on one order, amounts to \$1,000 or more. Purchase orders must be approved prior to obligation or expenditure of funds. In some emergency situations (see Section III "Emergency Procurement"), purchase orders may not be timely.

- B. Blanket purchase orders (BPO'S) may be of benefit to those departments which typically have need to procure a particular good or service on a regular basis and in a timely manner. BPO'S are allowed within prescribed limitations, as provided below.
 - 1) They only apply to specific types of obligations and expenditures as follows:
 - a. The services of the following professionals:
 - 1. Accountant
 - 2. Architect
 - 3. Attorney
 - 4. Physician
 - 5. Professional Engineer
 - 6. Construction Project Manager
 - 7. Consultant
 - 8. Surveyor
 - 9. Appraiser

- b. The following specific purchases or obligations:
1. Fuel Oil
 2. Gasoline
 3. Food items
 4. Roadway materials
 5. Utilities
 6. Purchase exempt from competitive bidding under ORC section 124.04. These purchases are limited to items purchased pursuant to the Department of Administrative Services Cooperative Purchasing Program.
 7. Any other specific expenditure that is a recurring and reasonably predictable operating expense (subject to determination by Board of County Commissioners).
- 2) They shall not exceed \$10,000, with the exception of purchases for Indigent Defense (Public Defender) daycare services through the County Jobs and Family Services, Human Services Division and Child Placement Costs through the County Jobs and Family Services Children Services Division. Additionally, vehicle gasoline and heating oil shall be excluded from the \$10,000 limit. The amount of these blanket purchase orders shall not exceed the amount appropriated in the specific line item designed to pay such expenses.
 - 3) They cannot extend beyond the end of the current fiscal year – December 31st.
 - 4) They need not be limited to a specific vendor or they need not be limited to a specific item. A BPO may be goods – or services – specific and not vendor-specific (e.g., the purchase of gasoline from various vendors); or a BPO may be vendor-specific and not goods – or services – specific (e.g., the purchase of various office supplies from ABC Office Supply Company). A BPO cannot be nonspecific as to both vendor and goods/services.
 - 5) More than one BPO may be outstanding from a specific line-item appropriation at a time.
 - 6) An itemized statement of obligations incurred and expenditures made under each BPO must be rendered to the Auditor upon its close-out.
 - 7) Purchases made from a BPO are still subject to the 3-quote requirement in each instance when the aggregated purchase amounts to ~~\$1,000~~ \$2,500 or more. In such cases the quotes are to be attached to the voucher for payment.

II. GENERAL PROCUREMENT (PURCHASE) PROCEDURES:

There are typically four (4) procurement types. Sections A through D hereunder describe how and when it is appropriate to use each type. Further details regarding any procurement type should be

directed to the Warren County Office of Management and Budget (OMB), which is assigned the responsibility of developing and implementing proper procurement procedure.

A. Competitive (Formal) Bidding – OVER \$50,000

- 1) Items/services (or combinations thereof) having an anticipated value over \$50,000 will be offered for competitive (sealed) bid and must be coordinated through the OMB.
- 2) The following list is illustrative of items that usually will be subject to competitive bid when having an estimated value of over \$50,000:
 - Bridge improvements/construction
 - Building improvements/construction
 - CDBG program construction projects
 - Construction materials (building, roadway, utility)
 - Computer equipment
 - Equipment (office & other)
 - Furniture
 - Motor vehicles (automobiles & trucks)
 - Road improvements/construction
 - Road salt
 - Sanitary sewer facilities
 - Sanitary sewer line installation
 - Water line installation
 - Water treatment facilities
- 3) Bid documents shall be in a form as prescribed by the OMB. The technical specifications shall be prepared by the affected department in such a manner as to allow more than one supplier to; if at all possible, offer his product/service for consideration. See Section V “Solicitation of Bids or Proposals and Award.” Once the technical specifications are submitted to the OMB, bid documents will be prepared, a bid opening time will be set, and the advertisement for bid shall be posted on the County Commissioners’ bulletin board and placed in the newspaper or other appropriate print/media by the Clerk to the Board of County Commissioners. Invitations to bid will be sent to specific prospective bidders if a list is provided to the OMB.
- 4) Bid documents shall be distributed to potential bidders by the OMB; however, in some cases, authorization to distribute bid documents for technical or major construction projects may be given to the affected department.
- 5) Bid openings usually occur at a meeting of the Board of County Commissioners.
- 6) Bids shall be reviewed by the affected department and a recommendation of award forwarded to the OMB, which then shall submit the recommendation to the Board of County Commissioners.
- 7) Bids shall be awarded by the Board of County Commissioners by resolution. All announcements to the successful and unsuccessful bidders will be made by the OMB. The President of the Board shall sign a “Notice of Bid Award” to the successful bidder.

- 8) No actual purchase shall be made without a form of contract being executed by the Board of Commissioners. All contracts shall be reviewed and in such form as prescribed by the Office of Management and Budget (includes Prosecutor approval) before being executed by the Board of County Commissioners. All contracts shall be accompanied by a purchase order (to be signed by the Board of County Commissioners and certified by the County Auditor) drawn on the appropriate fund. Once a contract has been executed, the OMB will issue a "Notice to Proceed" to the contractor/vendor, and will return bid bonds to the unsuccessful bidders.
- 9) Any changes in contract terms, scope of services, time frames, etc., may only be accomplished upon execution of a change order. Change orders are to be executed by the Board of Commissioners prior to any change in contractor performance, if at all practicable.
- 10) The affected department shall be responsible for notifying the Office of Management and Budget that the item(s) purchased has been received.
- 11) See Attachment A for detail of Ohio Revised Code requirements for competitive bidding, including allowed exemptions.

B. Request for Proposals

Pursuant to 307.86(M) for items not excluded from formal bidding, a department may use an "RFP" when the Contracting Authority determines that the use of competitive sealed proposals would be advantageous. Said Proposals shall be in compliance with ORC 307.862

C. Request for Qualifications (RFQ) for Professional Design Services or Design Build

- 1) Should an Elected Official/Department Head be planning to contract for professional design services they shall encourage professional design firms to submit a statement of qualification and, that said design firms should update the statements at regular intervals. "Professional Design Services" means services within the scope of practice of an architect, landscape architect, professional engineer or surveyor.
- 2) Each Elected Official planning to contract for professional design services shall publicly announce all contracts available. The announcement shall be as prescribed in the ORC., Section 153.67 and shall include a description of the qualifications required for the project.

For every professional design services contract, the affected Elected Official or their designee shall evaluate the statements of qualifications of the professional design firms currently on file, together with those that are submitted by other professional design firms specifically regarding the project. The Elected Official or their designee shall select and rank no fewer than three (3) firms which they consider to be the most qualified.

Elected Officials or their designee shall negotiate a contract with the finalist at a compensation determined in writing to be fair and reasonable. If negotiations fail, the Elected Official or their designee must begin negotiations with the next top ranked firm. If negotiations fail with all firms selected the Elected Official or their designee shall select and rank additional firms and negotiations shall continue until a contract is negotiated for the project.

- 3) For Department under the Board of Commissioners jurisdiction, including construction and/or alterations of County owned buildings, who are planning to contract for professional design services shall publicly announce all contracts available. The announcement shall be as prescribed in the ORC., Section 153.67 and shall include a description of the qualifications required for the project.

At the beginning of the project, the Commissioners will designate one of the two following process to be used in evaluating and determining how to proceed with award of contract:

- A. The Board of Commissioners will appoint a Committee to select and rank no fewer than three (3) firms based upon the description of the qualifications required for the project included and included in the RFQ. The Committee will present to the Board of Commissioners the top ranked firm to begin negotiations. Should the negotiations fail with the top ranked firm the Committee will move on to the next highest ranked firm.
- B. The Board of Commissioners shall appoint a committee to determine whether each RFQ submittal is responsive to the requirements of the RFQ relative to the criteria determined to be of importance to the project that are included in the RFQ. The evaluation form used by the Committee during the review process is to be included in the RFQ document. In the event three qualified firms or less deliver a submittal, then the Committee shall still evaluate such firms based on the selection criteria.

The Committee's written recommendation shall be presented to the Board of Commissioners for discussion and final review.

The County Commissioners will hold further discussions, during a public work session, with the firms selected by the Committee to explore further the firms' statement of qualifications, the scope and nature of the services the firms would provide, and the various technical approaches the firms may take toward the project. The County Commissioners may also discuss the evaluations of the Committee members and any comments the Committee members may have based on the firms presentations during the public work session. Within a reasonable period of time after the public work session, the County Commissioners shall rank the firms by one collective score sheet in the order the County Commissioners determine to be the most qualified to perform the professional design services for the Project. The direction shall be given to staff thereafter to begin negotiations of a professional design services contract with the top ranked firm to perform the services at a compensation determined to be fair and reasonable to the County Commissioners. If a satisfactory contract cannot be entered into in a reasonable time, the County Commissioners, in its sole discretion, may terminate negotiations with the highest ranked firm and direct staff to begin contract negotiations with the next highest ranked firm.

- C. Public Records Request of Qualifications: In order to ensure fair and impartial evaluation, qualification submittals and any related documents of other records that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of contract.

D. Request for Qualifications (RFQ) or Request for Proposal (RFP) – Professional Services

- 1) A Request for Qualifications (RFQ) or a Request for Proposal (RFP) may be solicited for professional services, which are exempt from the competitive bidding requirements of ORC Section 307.86. For purposes of this section, professional services are defined as an accountant, attorney at law, physician, professional, construction project manager, consultant, or appraiser. RFQ's or RFP's are required for the procurement of professional services which are projected to exceed \$50,000; however the Board of Commissioners may waive this requirement if it determines same to be in the best interest of the County. All RFQ's or RFP's shall be prepared in the manner prescribed by the OMB.

Should the affected department solicit qualification statements through the RFQ process, it should review and rank every statement received using generally defined evaluation criteria. After all qualification statements have been reviewed, the affected department should then either contact the top two or three choices to request a proposal covering an established scope of services and estimated costs, or select the top firm and begin negotiations of fair and reasonable compensation. In addition to these criteria, there may be unique selection factors for evaluation of qualification statements for specific projects. Any unique evaluation criteria must be stated in the RFQ form that is sent out to prospective individuals or firms.

- 4) Should the affected department solicit proposals through the RFP process, it should conduct such in a manner similar to competitive bidding. Proposals should be sought from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The RFP should identify all significant evaluation factors, including price, and include a desired scope of services. The affected department must provide a mechanism for technical evaluation of the proposals received, and make a determination of bid award based upon the most responsible bidder, price and other factors considered.
- 5) Either method (RFQ or RFP) may be used for solicitation of professional services (as defined above), or they can be combined into one document, completely depending upon the circumstances of the procurement.

E. Small Purchase Procedure -- \$50,000 and Under

- 1) A purchase order is needed for purchases over \$1000. Items/services (or combination thereof) having a value of between \$1,000 \$2,500 and \$50,000, shall be approved by purchase order (signed by the Board of County Commissioners and certified by the County Auditor) based on the review of at least three (3) price quotes from appropriate suppliers. This does not mean that the purchase of items having a value of less than \$1,000 \$2,500 is to be accomplished without comparison shopping. It may also, at times, be appropriate for a purchase order to be signed for purchases under \$1,000.
- 2) Small purchases are those purchases of specific/like services, supplies, and other property costing in the aggregate \$50,000 or less. Aggregate means the sum total of goods or services provided from one vendor within a reasonably anticipated period of time, such as one year. For example, a service costing \$5,000 per month would aggregate to \$60,000 a year and could not be purchased using the small purchase method. Any attempt to divide an aggregate procurement unnecessarily is a violation of the intent of the law and could result in the disallowance of payment.

Small purchases shall be processed as follows:

- a. A purchase order shall be submitted to the OMB with documentation attached indicating three price quotes were obtained for the same or similar product or service if purchase is over \$2,500. See Section V “Solicitation of Bids or Proposals and Award.” Such documentation shall include the names of the vendors providing quotes, their addresses and telephone numbers, and the date contacted. A sample quotation form is provided herein as Attachment B. If the purchase order is written to a vendor not submitting the lowest quote, explanation should also be provided.
 - b. Once all is found to be in order, the OMB will process the purchase order through the Board of County Commissioners at its next regular-scheduled meeting. The purchase order is then submitted to the County Auditor by the OMB, which tracks its status.
 - c. Once the purchase order has been certified by the County Auditor and returned to the affected department, the purchase may be transacted.
- 3) When processing payment for purchases totaling \$1,000 or more to one vendor, and a Purchase Order was not processed, see the Auditor’s Office for a “Then and Now.”
 - 4) All purchase of office equipment/furnishings over \$1,000 in the aggregate must be coordinated through OMB.

F. Noncompetitive Negotiation

- 1) Noncompetitive negotiation is procurement through solicitation of a proposal from only one source when: only one source of the product or service exists; or after competitive solicitation when only one bid or proposal is received; or after competitively bidding twice with no bids received. Noncompetitive negotiation may be used when permitted by state law and upon proper determination by OMB.

G. Competitive Bidding Exceptions (ORC 307.86)

- 1) ORC 307.86 exempts from Competitive Bidding the following items that may be procured via price quotes, determined on a case by case basis:

accountant, attorney at law, physician, construction project manager, consultant, surveyor or appraiser.

Note – that while Engineers and Architects are exempt from competitive bid under ORC 307.86, their procurement is governed by ORC 153.67 which provides ALL contracts available must be announced and procured via the RFQ process.

III. Emergency Procurement:

For purposes of this section, “emergency” procurement is defined as those purchases necessary when real and present emergency exists, and shall not be construed as purchases merely needed in a “timely” manner.

- A. Emergency procurement under \$100,000 – if at all possible, three quotes shall be obtained from qualified sources. If circumstances dictate an immediate resolution to the situation and it is not possible to have a purchase order processed, then a purchase order shall be drawn as soon thereafter as possible, and a resolution allowing payment of amounts due must be adopted by the Board of Commissioners. (See ORC Section 5705.41(D).)
- B. Emergency procurement \$100,000 and under – pursuant to ORC Section 307.86(A), the Board of County Commissioners may, by resolution, make a determination that a real and present emergency exists, when:
 - (1) the estimated cost is less than \$100,000; or
 - (2) there is actual physical disaster to structures, radio communications equipment, or computers.

In all such cases, the Board of County Commissioners must adopt a resolution declaring such emergency and exempting the competitive (formal) bidding requirements. In those cases where the estimated cost is less than \$100,000 (as defined in “1” above), but more than \$50,000, no fewer than three (3) informal price quotes must be solicited. Price quotes are not required, but are suggested, for those cases where there is actual physical disaster to structures (as defined in “2” above).

IV. Cooperative Purchasing Programs:

Warren County is a member of many Cooperative Purchasing Programs “Purchasing Programs” as referenced in ORC 9.48 (B) (2). Under these Programs, a variety of items, including but not limited to office supplies, equipment, furniture, food, clothing, automobiles, etc., can be purchased at a significant cost savings. Items are either negotiated or bid and offered to the County at the Purchasing Program’s bid rate. In those cases where the Purchasing Program has either formally bid out an item or has negotiated a price, the County may purchase the item directly from the vendor and forego the competitive bidding requirement. All such purchases are to be coordinated through the OMB. The OMB will maintain a current listing of items available and must submit quarterly reports to the State when the State Cooperative Purchasing Program is being utilized. Note: The State Cooperative Purchasing Program should not be confused with Government Standard Agreement (GSA) pricing.

V. Solicitation of Bids or Proposals and Award:

- A. Solicitation of bids or proposals, whether competitively bid or otherwise, shall:
 - 1) Define a clear and accurate description of technical requirements for the materials, product, or service to be procured. In competitive procurement, this description must not contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which the product must conform to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical to make a clear and accurate description of technical requirements, a brand name or Equal description may be used as a means to define performance or other conspicuous requirements of procurement. Specific features of the brand name, which must be met by offers, must be clearly stated.
 - 2) Clearly set forth all requirements which offerers must fulfill and all other factors to be used in evaluating bids or proposals.

- B. Awards will be made only to responsible contractors who possess the potential liability to perform successfully under the terms and conditions of the proposed procurement. Consideration must be given to such matters as the contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources.

VI. Code of Conduct:

Employees or agents of Warren County shall not solicit or accept gratuities, favors, or anything of monetary value from contractors or potential contractors. No employee, agent or beneficiary can participate in the selection, award or administration of a contract when any of the following has financial interest in that contract:

- 1) the employee or agent;
- 2) any member of his or her immediate family;
- 3) his or her partner;
- 4) an organization in which any of the above is an officer, director, or employee;
- 5) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.

VII. Free Competition:

All procurement transactions, regardless of whether by sealed bid or negotiation and without regard to dollar value, shall be conducted by employees or agents of Warren County in a manner which provides maximum free and open competition consistent with State and Federal guidelines. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to:

- 1) placing unreasonable requirements on firms in order for them to qualify to do business;
- 2) noncompetitive practices between firms;
- 3) organizational conflicts of interest; and
- 4) unnecessary experience and bonding requirements.

VIII. Record Keeping:

The size and type of procurement will determine the type of information recorded and maintained in the file. For small purchases, not competitively bid, the affected department must maintain records of quotes received, vendor names and addresses, a listing of items purchased, the total cost, date of purchase, and a copy of the purchase order. For larger purchases, requiring more complex procurement methods (e.g., competitive bidding), records will be maintained by the Board of County Commissioners to document the following, when applicable;

- 1) copies of published advertisements for bids or proposals;
- 2) copies of all respondents' replies;

- 3) narrative explaining the Board's basis for contractor selection or rejection;
- 4) copies of letters sent to known providers advising them of the goods and services sought;
- 5) identification of date, time and place bids or proposals were opened;
- 6) documentation that all bidding requirements pursuant to ORC Section 307.87 were adhered to;
- 7) proof of prior approval when required;
- 8) for purchases made with exemptions to competitive bidding under ORC Section 307.86, records documenting justification for exemption will be maintained which include;
 - a) a copy of the Board of County Commissioners' minutes;
 - b) a record of estimates obtained prior to the purchase.

IX. Monitoring:

Each contract entered into should be closely monitored by the affected elected official, department head, or assigned staff member to ensure compliance with all contract terms, conditions and specifications.

The monitoring process should involve careful review of contract terms prior to finalizing the agreement. All contracts for Commissioners' signature will be reviewed by the OMB prior to execution. With all agreements, a staff member should be assigned the responsibility of ensuring that the proper quantity and quality of goods/service is rendered.

Legal disputes arising out of contracted procurement will be referred to the County Prosecutor if efforts to resolve the problem at the Board of County Commissioners' level are unsuccessful.

The OMB should be informed about contract limitations and termination dates. A monitoring sheet or similar system should be utilized to avoid inappropriate payments.

Before purchasing any equipment, due consideration will be given to lease, rental and purchase alternatives to determine, consistent with prudent business judgment, which would be the most economical and practical procurement. In making this determination, due consideration will be given to the useful life of the equipment, technological, obsolescence, maintenance considerations, purchase price versus lease or rental cost and any other matters considered by management to be warranted under the circumstances.

X. Prevailing Wage Requirements (ORC Section 4115):

A. Construction on any project or facility deemed to be a public improvement is subject to prevailing wages. The threshold for the payment of prevailing wages on public improvement projects is adjusted every two years by the Director of Industrial Relations. Please check with OMB for current thresholds. The law defines these two separate categories of construction as follows:

- 1) New construction of any public improvement, if the cost exceeds the current threshold and is performed by other than full-time employees who have completed their

probationary periods in the classified service of the County (employees on probation must be paid prevailing wages on such projects).

- 2) Any reconstruction, enlargement, alteration, repair, remodeling, renovation or painting of any public improvement, if the cost exceeds the current threshold and is performed by other than full-time employees who have completed their probationary periods in the classified service of the County.
- B. The prevailing wage law prohibits any person, firm, corporation or public authority that constructs a public improvement from paying any employee (other than full-time employees who have completed their probationary periods in the classified civil service) less than the prevailing wage rate. The law also prohibits any employer from deducting the cost of food, sleeping accommodations, transportation, tools and other items necessary for performance of the work from the employees' wage unless an agreement has been entered into between the employer and the employees and the agreement has been submitted and approved by the public authority.
 - C. The law prohibits the County from subdividing any project into component parts or projects, the cost of which is less than the threshold for the purpose of circumventing the prevailing wage law. Public improvement projects may be treated as separate projects provided they are conceptually separate and unrelated to each other or encompass independent and unrelated needs of the public authority.
 - D. A prevailing wage determination must be obtained from the State Department of Industrial Relations prior to advertising for bids or the undertaking of contraction for each project involving prevailing wages. The response time for such requests is usually seven to ten days; therefore, it is important to request the determination in a timely manner. The OMB has order forms and phone numbers for ordering prevailing wage determinations.
 - E. For each public improvement project a department employee shall be designated to serve as Prevailing Wage Coordinator during the life of the contract. The duties of the Prevailing Wage Coordinator are defined under ORC Section 4115.071.
 - F. The threshold for the payment of prevailing wages on public improvement project utilizing Federal funds are \$2,000 regardless of the construction category.

Warren County Procurement Policy
Revised this.

WARREN COUNTY BOARD OF COMMISSIONERS

Tom Grossmann, President

David G. Young

Shannon Jones

ATTACHMENT "A"

OHIO REVISED CODE REQUIREMENTS FOR COMPETITIVE BIDDING

1. CRITERIA:

Ohio law requires competitive (formal) bidding for items costing in excess of \$50,000. This limitation is intended to apply to each individual purchase or lease. ORC Section 307.86 does not define what constitutes an individual purchase or lease, however, it is the intent of the threshold limitation to be interpreted as relating separately to any purchase or lease which may reasonably and in good faith be deemed to constitute a separate contract or purchase.

Note: Each purchase will be looked at individually in order to determine if the purchase must be competitively bid. The OMB should be consulted to make this determination based on local, state and federal law and/or regulation.

2. EXEMPTIONS:

ORC Section 307.86 provides exemptions to competitive bidding. Competitive bidding is not required when one of the following conditions exists:

- A. The Board of Commissioners, by a unanimous vote of its members, makes a determination That a real and present emergency exists and such determination, and the reasons therefore, Are entered in the minutes of the proceedings of the Board when: 1) the estimated cost is less than \$100,000; or 2) there is actual physical disaster to structures, radio communications equipment, or computers.

Whenever a contract for purchase, lease, or construction is exempted from competitive bidding as discussed above because the estimated cost is less than \$100,000, but is \$50,000 or more, the County or contracting authority shall solicit informal estimates from no fewer than three firms who could perform the contract, before awarding the contract. For each contract submitted, the County, or contracting authority, will maintain a record of such estimates, including the name of each person from whom an estimate is solicited, for no less than one year after the contract is awarded.

If federal funds are involved, and the cost exceeds \$25,000, the County will follow federal requirements as set forth in "Uniform Administrative Requirements and Cooperative Agreements" to State and Local Governments and "OMB Circular 102".

- B. The purchase consists of supplies, or a replacement or supplemental part or parts for a product or equipment owned or leased by the County, and the only source of supply is limited to a single supplier.
- C. The purchase is from the Federal government, State, another County or contracting authority thereof, a Board of Education, Township or Municipal Corporation.
- D. Public social services are purchased by the County Department of Human Services under ORC Section 329.04. For purchase of service contracts, Warren County Department of Human Services will refer to the Title XX Purchase of Service procedures.

- E. Human and social services are purchased by the Board of Commissioners from non-profit corporations or associations under programs which are funded entirely by the Federal government.
- F. The purchase consists of any form of insurance policy or contract authorized to be issued Under the ORC or any form of health care contract or plan authorized to be issued under the ORC and subject to provisions under this Section.
- G. The purchase consists of computer hardware, software, or consulting services that are Necessary to implement a computerized case management automation project administered by the Ohio Prosecuting Attorney's association and funded by a grant from the federal government.
- H. Child day-care services are purchased for provision of county employees.

3. NOTICE:

ORC Section 307.87 outlines the requirements for the notice of competitive bidding and the contents of the notice. When the Board of County Commissioners is required to bid competitively, the notice of competitive bidding shall be given in the following manner:

- A. Notice will be published for one week in a newspaper of general circulation and for two consecutive weeks on the County internet web page, preceding the day of the opening of bids for any purchase, lease, lease with option or agreement to purchase, or construction contract in excess of \$25,000. The Board of County Commissioners may also cause notice to be inserted in trade papers or other publication designed by it.

Notices shall state:

- 1) A general description of subject of the proposed contract and the time and place where the plans and specification or itemized list of supplies, facilities, or equipment and estimated quantities can be obtained or examined.
 - 2) The time and place where bids will be opened.
 - 3) The time and place for filing bids.
 - 4) The terms of the proposed purchase.
 - 5) Conditions under which bids will be received.
- B. The Board of County Commissioners shall also maintain in the Warren County Administration Building a bulletin board upon which it shall post and maintain a copy of such notice for at least two weeks preceding the day of the opening of the bids.

4. CONTENTS:

ORC Section 307.88 outlines the contents of the bids and the requirements for a bond. Bids submitted shall be in a form prescribed by the Board of County Commissioners and filed in a sealed envelope at the time and place mentioned in the advertisement. The bids received shall be opened and tabulated at the time stated in the notice. Each bid shall contain the full name of each person or company submitting a bid. If the bid is in excess of \$50,000 and for a contract for the construction, demolition,

alteration, repair, or reconstruction of an improvement, it must meet the requirements of ORC Section 153.54. This section requires each bidder to file a bid guaranty with the bid in the form of either a bond for the full amount of the bid or a certified check, cashier's check or letter of credit equal to ten (10%) percent of the bid.

If the bid is in excess of \$50,000 and for any other type of contract not listed in the previous paragraph and authorized by ORC Section 307.86 to 307.92, it shall be accompanied by a bond or certified check on a solvent bank in a reasonable amount stated in the advertisement but not to exceed five (5%) percent of the bid, conditioned that the bidder shall, if his bid is accepted, execute and contract in conformity to the invitation and his bid. Bonding requirements may be waived (Section 307.88(B)) on contracts up to \$50,000 in order to encourage small minority and female businesses to participate. The Board of Commissioners shall have sole determination as to when such waivers are appropriate.

5. **ACCEPTANCE:**

ORC Section 307.89 outlines the requirements for acceptance of bids and bonds.

6. **CONTRACT LET TO LOWEST BIDDER:**

ORC Section 307.90 states that the award of all contracts subject to ORC Section 307.86 to 307.92 shall be made to the lowest and best (most responsive) bidder. The contracting authority may reject all bids.

7. **ACTION WHEN ALL BIDS ARE REJECTED:**

Pursuant to ORC Section 307.91 when the contracting authority rejects all bids, it may either re-advertise, using the original estimate, or amend the estimate and proceed to advertise in the manner provided for advertisement in ORC Section 307.86.

INFORMAL PRICE QUOTATION FORM

This form is to be filled out in its entirety when purchasing items anticipated to cost ~~\$1,000~~ \$2,500 or more in the aggregate. If less than 3 quotes are indicated, please note the reason at the bottom of this page and/or attach justifying documentation.

Department/Office: _____ Date: _____

Purchase Order Number: _____ Item Description: _____

Quotation #1:

_____ Vendor Name	_____ Phone Number
_____ Street Address	
_____ City, State, Zip Code	_____ Total Price Quote

Quotation #2:

_____ Vendor Name	_____ Phone Number
_____ Street Address	
_____ City, State, Zip Code	_____ Total Price Quote

Quotation #3:

_____ Vendor Name	_____ Phone Number
_____ Street Address	
_____ City, State, Zip Code	_____ Total Price Quote

Authorized Signature

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1050

Adopted Date August 03, 2021

AUTHORIZE BOARD TO SIGN ENGAGEMENT LETTER WITH DINSMORE & SHOHL LLP TO ACT AS SPECIAL TAX COUNSEL RELATIVE TO THE IRS EXAMINATION OF WARREN COUNTY, OHIO \$9,099,075 EQUIPMENT LEASE – PURCHASE #23267 ISSUED APRIL 1, 2012

BE IT RESOLVED, to authorize the President of the Board to sign an engagement letter with Dinsmore & Shohl LLC to act as special tax counsel relative to the IRS examination of Warren County, Ohio \$9,099,075 Equipment Lease - Purchase #23267 Issued April 1, 2012; copy of said letter attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/TAD

cc: C/A—Dinsmore & Shohl
Auditor (file)
Prosecutor (file)
OMB



Legal Counsel.

DINSMORE & SHOHL LLP
255 East Fifth Street ^ Suite 1900
Cincinnati, OH 45202
www.dinsmore.com

July 27, 2021

VIA EMAIL: bquillen@wcauditor.org

Ms. Brenda Quillen
Deputy Auditor
Warren County Auditor's Office
406 Justice Drive
Lebanon, Ohio 45036

Re: IRS examination of Warren County, Ohio \$9,099,725 Equipment Lease-Purchase #23267, issued on April 1, 2012

Dear Ms. Quillen:

We have been asked to serve as Special Tax Counsel in connection with the examination by the Internal Revenue Service ("IRS") of the above-named bonds (the "Bonds") issued by Warren County, Ohio (the "Issuer"). We will work with the Issuer to execute a power of attorney authorizing our firm to speak with the IRS about the examination.

Scope of Engagement and Duties to Be Performed

As Special Tax Counsel, our chief function is to assist the Issuer in responding to the IRS' inquiries related to the Bonds, including reviewing legal and other documents, meeting with the IRS and drafting and reviewing responses to the IRS. We anticipate that the Issuer may want to discuss Federal tax matters generally as to the Bonds and specifically as to the IRS' inquiry.

Compensation and Reimbursement

We will provide the Issuer with the assistance of our attorneys and if necessary, our financial analysts. Based upon (i) the duties we will undertake pursuant to this engagement, (ii) the time we anticipate devoting to this matter and (iii) the responsibilities we assume, our fee for this matter will be time incurred at the below hourly rates plus all out-of-pocket expenses, including travel costs, photocopying, deliveries, fax charges, and other necessary office disbursements and any other disbursements incurred on behalf of the Issuer.

The members of our firm who may work on this matter are as follows:

Ms. Brenda Quillen
July 27, 2021
Page 2

<u>Name</u>	<u>Telephone</u>	<u>Hourly Rate</u>
Clifford A. Pastel, Esq.	412-261-4250	\$575/hr.
Lona J. Valentine, Esq.	513-639-9238	\$525/hr.
Catherine M. Fanello, Esq.	317-860-5348	\$400/hr
Matthew T. Ingersoll, Esq.	312-837-4329	\$330/hr.

If necessary, Francis C. Collins, CPA, and/or Alexander L. Collins, CPA, both of whom are financial analysts employed by our public finance tax department, may provide appropriate services at an hourly rate of \$130/hr.

Either party may terminate this agreement on 30 days written notice.

If the foregoing terms are satisfactory to the Issuer, please indicate by executing and returning the enclosed copy of this letter, retaining the original for your files.

Very truly yours,

DINSMORE & SHOHL LLP

Lona J. Valentine
Lona J. Valentine

ACCEPTED:

WARREN COUNTY, OHIO

By: *DG*
Name: David G. Young
Title: President
Date: 8-3-21

LJV/mh/22381886.1

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1051

Adopted Date August 03, 2021

APPROVE ENROLLMENT AGREEMENT WITH PROFESSIONAL DEVELOPMENT ACADEMY

BE IT RESOLVED, to approve the President of the Board to execute an Enrollment Agreement with Professional Development Academy for director training, as attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: c/a –Professional Development Academy
OMB (file)
S. Spencer



Enrollment Agreement

Program Name/Services	Program Start	Program End	# of Users*	Enrollment Costs Summary		
				Retail Price/User	Discounts**/user	Cost per User†
NACo High Performance	Sep 13 2021	Dec 17 2021	1	\$2,495.00	(\$950.00)	\$1,545.00
				Total Retail Price	Total Discounts	Total Invoice Price:
				\$2,495	\$950	\$1,545

* # of Users: If the number of users is specified, access and the license below are limited to that number of users.
 **Notes for discounts: 2021 discount for states at the MSA 250 level.
 † This is the fee for enrollment plus applicable sales tax per user after discounts.

AGREEMENT NOTES COMPANY IS: Warren County OH	Enrollment contact Luke Afeman
--	--

PAYMENT TERMS: Cost of enrollment will be invoiced within 5 days of signing this Agreement. Payment is due within thirty (30) days upon receipt of invoice or prior to the start of the program, whichever is earlier. Payment via credit card will be assessed an additional 3.5% processing fee.

ACCOUNTING CONTACT INFORMATION

Name: _____ Title: _____ Phone: _____
 Mailing Address: _____ Email Address: _____

TERMS & CONDITIONS: This Letter of Agreement and associated Fees are non-cancelable and non-refundable. We reserve the right to postpone sessions if there is any risk to the quality of the Participant experience. In the case of postponement, Participants will be accommodated at later Program Start dates.

The abovementioned number of users ("Participants") at COMPANY will be enrolled in the selected Program. Participants are expected to begin the Academy at the Program Start date. After enrollment, participants may not reschedule. Substitute participants are permissible before the start of Week 1 of the Program. We ask that the Primary Contact / Signatory below select the substitute participant.

During the term of the Agreement, the Professional Development Academy grants individual Participants a personal, non-exclusive, royalty-free, revocable, non-transferable and non-assignable license to use the Materials. To be sure, Materials means Program-specific materials and resources including publications, websites, webinars, tools and services prepared by the Professional Development Academy, including all portions, subsets and derivatives thereof and additionally, access to program participant learning management system/web portal; live event webinars; ongoing learning activities pre- and post-learning sessions; and graduation packets.

Individual program participants may continue to use Materials following the Program End date, but access to any online tools may be terminated at the Program End date. COMPANY understands and agrees that the license to the Materials is on a per user basis and such Materials may not be shared, copied or otherwise distributed within the COMPANY. COMPANY further agrees to not sublicense, sell, transfer, assign, or display the Materials for any third party. Except for the license granted herein, the Professional Development Academy shall retain all ownership, title and interest in any and all intellectual property relating to the Materials and Services. Access for additional participants can be purchased by contacting your enrollment director. [In recognition of the preferred pricing reflected in this Agreement, COMPANY agrees to provide the Professional Development Academy with a reasonable opportunity to capture and document the value created by the Professional Development Academy at COMPANY for potential use in marketing communications or as a general endorsement of the value of the Professional Development Academy to potential customers. All documentation and value capture from COMPANY will be conducted in compliance with COMPANY's policy regarding endorsements and shall be done utilizing mutually agreeable and convenient methods. Any Professional Development Academy marketing communications or general endorsements comprised of COMPANY information will only be made with COMPANY's prior written consent.]

* _____ *David G. Young* _____ *8-3-21*
 Signature Print Name Date

RECEIVED UMB...

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

JUL 28 '21 RCV



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1052

Adopted Date August 03, 2021

APPROVE AGREEMENT AND ADDENDUM WITH INSPIRING L.I.F.E. 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 Inspiring L.I.F.E., on behalf of Warren County Children Services, for calendar year 2021-2022, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Inspiring L.I.F.E.
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

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

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

Collectively the "Parties."

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **07/01/2021** through **05/31/2022**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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

completed.

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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

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

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

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

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

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

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

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

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

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, 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 QVUAC) 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. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the

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:

Contract ID : 19262714

Originally Dated :07/01/2021 to 05/31/2022

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

and

Provider Inspiring L.I.F.E.		
Street/Mailing Address 3611 Wabash Ave		
City Cincinnati	State OH	Zip Code 45207

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:

07/01/2021

Amendment End Date :

05/31/2022

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 07/06/2021
 Provider / ID : Inspiring L.I.F.E./ 27825880
 Contract Period : 07/01/2021 - 05/31/2022

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
Group Home	7629863			\$281.00	\$8.00							\$289.00	07/01/2021	05/31/2022

**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

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, 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:

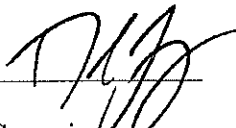
Provider: <i>Shalhorde Johnson</i>	7-12-2021
Printed Name Inspiring L.I.F.E.	Date
Agency: <i>Warren County</i>	
Printed Name Warren County Children Services	Date 7/24/21

APPROVED AS TO FORM

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

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 21-1052, dated 8-3-21, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

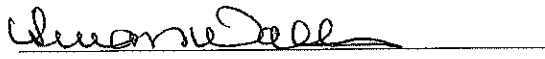


Provider

Date 8-3-21

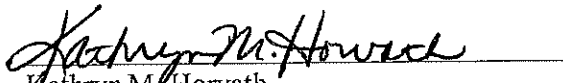
Date _____

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I, Sheronda Johnson, holding the title and position of OWNER at the firm INSPIRING LIFE, 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.

Sheronda Johnson
AFFIANT

Subscribed and sworn to before me this 12 day of July 20 21

Jamie Mutters
(Notary Public),

Hamilton County.
My commission expires Sept. 19 20 21



JAMIE MUTTERS
Notary Public, State of Ohio
My Comm. Expires Sept. 19, 2021
Recorded in Hamilton County



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2021

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

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

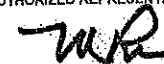
PRODUCER American Heritage Insurance Group 9675 Montgomery Road, Suite 101 Cincinnati, OH 45242	CONTACT NAME: Ravee Pope	FAX (A/C, No.): 513-984-5339	
	PHONE (A/C, No, Ext): 513-984-5255	E-MAIL ADDRESS: rpope@americanheritageins.com	
INSURED Inspiring L.I.F.E. 3611 Wabash Ave. Cincinnati, OH 45207	INSURER(S)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

COVERAGES CERTIFICATE NUMBER: 00020305-222190 REVISION NUMBER: 8

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 INSD 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 <input checked="" type="checkbox"/> Professional Liab <input checked="" type="checkbox"/> Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2250868	05/22/2021	05/22/2022	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	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2250868	05/22/2021	05/22/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	PHPK2250868	05/22/2021	05/22/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	OH 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	Property		PHPK2250868	05/22/2021	05/22/2022	Contents	20,000
B	Directors & Officers		NFP0HF158606982	08/04/2020	08/04/2021	Including Crime	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate is issued as a matter of information only with regards to the normal operations of the Named Insured.

CERTIFICATE HOLDER Warren County Childrens Services 416 South East Street Lebanon, OH 45036	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (KRP)

State of Ohio
Department of Job and Family Services

Mike DeWine
Governor

This is to Certify that

INSPIRING LIFE,
3611 WABASH AVENUE
CINCINNATI, OHIO 45207
(CERTIFICATION-STUDY #33047)

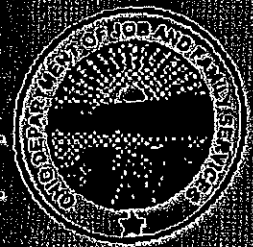
Has been inspected pursuant to Chapter 6103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying:

To operate a Group Home(s)

This certificate is effective From February 28, 2020 To February 27, 2022

Temporary certificate expiration date

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



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1053

Adopted Date August 03, 2021

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN QUALITY ASSURANCE SERVICE AGREEMENT WITH PRIORITY DISPATCH ON BEHALF OF WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

BE IT RESOLVED, to authorize the President of the Board to sign Priority Dispatch quality assurance service agreement between Priority Dispatch and Warren County Emergency Services office. Quality assurance service agreement for Q Plus for EFD and EMD, quality performance review expert case review and reporting. This agreement locks in the current billing price through 6/18/2023; copy of said warranty agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Priority Dispatch
Emergency Services (file)

QUALITY ASSURANCE SERVICE AGREEMENT

This QUALITY ASSURANCE SERVICE AGREEMENT (the "Agreement") is made by and between Priority Dispatch Corp. ("PDC") and Warren County Department of Emergency Service (the "Agency"). PDC and Agency are collectively referred to herein as the "Parties" or individually as a "Party."

BACKGROUND

- A. PDC is in the business of developing, licensing, distributing, and maintaining its proprietary emergency dispatch licensed products throughout the world.
- B. Agency is a current licensed user of the MPDS and FPDS and wishes to retain PDC for the purpose of performing quality assurance review (the "Services") on its emergency medical and fire dispatch calls. The services shall be provided by PDC's Client Performance Review ("QPR") department.

The Parties agree as follows:

1. The Quality Assurance ("QA") Process

a. Dedicated QPR Workstation.

- i. As needed, Agency will allow PDC to have remote access using SecureLink® software to a dedicated physical or virtual workstation per discipline in increments of 50 cases per week configured with AQUA®, ProQA® Admin Utility, XLerator®, server access and the respective audio logger. <http://www.securelink.com> <https://www.securelink.com/who-uses-securelink/>
- ii. As appropriate, CAD (Computer Aided Dispatch), RMS (Record Management System), JMS (Jail Management System), and NCIC (National Crime Information Center) Terminal Access should not be accessible on this workstation.
- iii. As part of the QA process, PDC will audit calls using Agency's software from this/these assigned workstation(s). Additional AQUA® Software License(s) will be provided by PDC for the Client Performance Review Department's access for the duration of the project.
- iv. The dedicated workstation will be installed and configured with AQUA®, ProQA® Admin Utility, XLerator®, server access and the respective audio logger player.
- v. As appropriate, CAD (*Computer Aided Dispatch*), RMS (*Record Management System*), JMS (*Jail Management System*), and NCIC (*National Crime Information Center*). Terminal Access should not be accessible on the QPR workstation.
- vi. An additional AQUA® Software License will be provided by PDC for access purposes for the term of the contract. This license will include an Audio Integration License if applicable.
- vii. The above may be modified by mutual consent of the Agency and PDC.

2. Quality Assurance ("QA") Services

- a. **Pre-QPR Preparation.** Planning Meeting - Overview of system and processes for QA Staff. This meeting is to go over the deliverables, as well as ensure the QPR Dept. has the correct setup to access cases/calls and to obtain a copy of the agencies policies and procedures and ensures the client understands the deliverables of the product being provided.
- b. **Case Review.** Quality Assurance review will be performed by the QPR Reviewer in accordance with the International Academies of Emergency Dispatch ("IAED") standards for Accreditation.
 - i. Agency will receive weekly completed QA reports based on QPR timelines. This will help the Agency give appropriate, timely, feedback and will help identify any issues or problems.
- c. The above may be modified by mutual consent of the Agency and PDC
- d. **Agency's ED-Q**
 - i. The Agency must identify an individual to receive and distribute case review feedback, as provided by the QPR Reviewer, to the Agency's staff. This individual must be certified by the IAED as an ED-Q or will be certified within one year from the start of the services.

- ii. Agency's contact person (the "ED-Q") will work directly with the QPR Analyst. As necessary, the ED-Q will provide any Quality Improvement feedback and training to Agency's dispatchers/calltakers. For example, the Agency's ED-Q will work with Agency's dispatchers/calltakers to help them understand structured protocol utilization and address protocol compliance and performance improvement requirements to become a more effective dispatcher/calltaker.
 - iii. In order to ensure the integrity of the QA Service, when the ED-Q provides feedback to the dispatcher/calltaker, the ED-Q should not provide education that is contrary to PDC's review of the relevant call in front of the dispatcher/calltaker. If the ED-Q does not understand, or agree with, the results of the QPR review of the call, or believes a mistake or miscommunication has occurred, the ED-Q should inform the dispatcher/calltaker that the issue shall be researched and shall then contact the QPR Analyst so that a resolution can be reached through the Appeal and Special Review process. The decision of the Appeal and Special Review panel is final.
 - e. **Updates.** Agency understands that use of the latest, updated version of AQUA is a material component of this Agreement. In addition, the Agency must be using the most-current version of the protocols as developed by the IAED.
 - f. **Technical Issue.** If the QPR Reviewer is unable to complete the case reviews or associated reporting due to an Agency related technical issue, the QPR and PDC will only be responsible for two (2) weeks of case review volume from the date of the identification of the problem/issue. Once all technical issues have been resolved QA will begin from that day forward and will not include any more than 2 weeks of down time for which case review was not conducted.
3. **Pricing.** Pricing for the Services are set forth in PDC's Quote #Q-56879 as Attachment A.
4. **Term.** This Agreement shall remain in effect for 3 years, and shall be renewed automatically for subsequent terms of one year, unless terminated as set forth below.
5. **Termination.**
- a. **Termination for Cause.** Either Party may terminate this Agreement if the other Party commits any material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice of the breach.
 - b. **Voluntary Termination.** Either Party may terminate this Agreement, with or without cause, at any time by giving 60-days advance written notice to the other Party.
 - c. **Mutual Termination.** This Agreement may be terminated by the mutual consent of each Party.
 - d. **Failure to use MPDS and FPDS.** This Agreement shall terminate immediately if the Agency no longer uses the MPDS and FPDS.
 - e. **Effect of termination.** Upon termination, Agency shall pay (within 14-days) to PDC any earned, but unpaid fees.
6. **Relationship of the Parties.** The Parties shall act as independent contractors in the performance of this Agreement. The employees of one Party shall not be deemed the employees of the other Party.
7. **Further Assurances.** Each Party shall do all acts and execute and deliver all documents as may be necessary to give effect and intent of the provisions in this Agreement.
8. **Confidentiality.** The Parties shall comply with all applicable government confidentiality regulations and restrictions. A Party may not publicly release any personally identifying information, unless authorized by applicable law. A Party may not share or further distribute the AQUA® data or other information shared hereunder, without the express written permission of the other Party.
9. **Rights in the Calls and Associated Data.** Notwithstanding anything to the contrary contained herein, PDC (or its affiliate the IAED) may use the calls, and data associated with the calls, for publications, research, statistical purposes, and training as long as all personally identifying information is removed.
10. **Intellectual Property.** Each Party acknowledges and understands that the copyrights, patents, trade secrets, trademarks, and other intellectual property, including derivatives and rights thereof, belonging to a Party are and shall remain the sole and exclusive property of that Party. This section shall survive termination or expiration of the Agreement.
11. **Limit of Liability.** IT IS UNDERSTOOD BY AGENCY THAT PDC DOES NOT GUARANTEE OR

INDEMNIFY, NOR SHALL PDC BE RESPONSIBLE FOR ANY LIABILITY, DAMAGES, OR EXPENSES SUFFERED OR INCURRED BY AGENCY ARISING UNDER THIS AGREEMENT. CONSEQUENTLY, PDC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ITS SERVICES HEREUNDER AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any obligations set forth in this Agreement which the Parties have expressly agreed shall survive any such termination or expiration, or by their nature would be intended to be applicable following any such termination or expiration.
13. **Compliance with Laws.** In performing services or obligations hereunder, the Parties shall comply with applicable local statutes, ordinances, and regulations.
14. **Notices.** Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person, by mail, facsimile, or email:

To PDC:

Priority Dispatch Corp.
Attn: Legal Department
110 South Regent Street, Suite 500
Salt Lake City, Utah 84111
Email: legal.dept@prioritydispatch.net


To Warren County Department of Emergency Service:

Attn: **Warren County Department of Emergency Services**
Melissa Bour **520 Justice Drive**
Lebanon, OH 45036
Email: Melissa.bour@wcoh.net

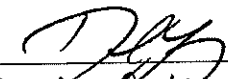
15. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either party may enter into this Agreement by executing a counterpart.
16. **Severability.** If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.
17. **Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, United States of America. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in the State of Ohio. Each Party hereby agrees to submit to the personal jurisdiction of these courts.

The parties have executed this Agreement by their authorized representatives as of the date written below.

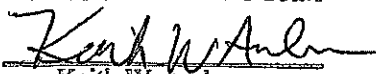
PRIORITY DISPATCH CORP.

Signature: 
Print Name: David M. Steinbach
Title: CFO
July 21, 2021

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICE

Signature: 
Print Name: David Gilliam
Title: President
Date: 8-3-21

APPROVED AS TO FORM


Keith W. Anderson
Asst. Prosecuting Attorney



QUOTE

110 Regent Street, Suite 500

Salt Lake City, UT 84111
USA

www.prioritydispatch.net

Prepared By: Jon Stones

Phone: (800) 363-9127

Email: jon.stones@prioritydispatch.net

Agency:

Warren County Department of
Emergency Service

Agency ID#:

8003

Quote #:

Q-56879

Date:

6/15/2021

Offer Valid Through:

7/15/2021

Payment Terms

Net 30

Currency:

USD

Bill To:

Warren County Department of Emergency Service

Melissa Bour

500 Justice Dr

Lebanon, Ohio 45036-2379

United States

Ship To:

Warren County Department of Emergency Service

Melissa Bour

520 Justice Dr

Lebanon, Ohio 45036-2486

United States

Line	Product Name	Qty	Unit Price	Amount
1	Q Plus for EFD Quality Performance Review Expert case review and reporting on up to 60 cases per month for 1 year Subscription auto-renews without written cancellation	720	18.00	12,960.00
2	Q Plus for EMD Quality Performance Review Expert case review and reporting on up to 80 cases per month for 1 year Subscription auto-renews without written cancellation	960	18.00	17,280.00
Quality Performance Review (QPR): 6/20/20 - 6/18/21 TOTAL:				USD 30,240.00

Line	Product Name	Qty	Unit Price	Amount
3	Q Plus for EFD Quality Performance Review Expert case review and reporting on up to 60 cases per month for 1 year Subscription auto-renews without written cancellation	720	18.00	12,960.00

"To lead the creation of meaningful change in public safety and health."



QUOTE

Line	Product Name	Qty	Unit Price	Amount
4	Q Plus for EMD Quality Performance Review Expert case review and reporting on up to 80 cases per month for 1 year Subscription auto-renews without written cancellation	960	18.00	17,280.00
Quality Performance Review (QPR): 6/20/21 - 6/18/22 TOTAL:				USD 30,240.00

Line	Product Name	Qty	Unit Price	Amount
5	Q Plus for EFD Quality Performance Review Expert case review and reporting on up to 60 cases per month for 1 year Subscription auto-renews without written cancellation	720	18.00	12,960.00
6	Q Plus for EMD Quality Performance Review Expert case review and reporting on up to 80 cases per month for 1 year Subscription auto-renews without written cancellation	960	18.00	17,280.00
Quality Performance Review (QPR): 6/20/22 - 6/18/23 TOTAL:				USD 30,240.00

Subtotal	USD 30,240.00
Estimated Tax	
Total	USD 30,240.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."

Resolution

Number 21-1054

Adopted Date August 03, 2021

ENTER INTO AN AGREEMENT WITH THE WARREN COUNTY SOIL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS FOR SERVICES REQUIRED TO MEET THE REQUIREMENTS OF THE WARREN COUNTY MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT PRESCRIBED UNDER THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PHASE II PROGRAM OF THE CLEAN WATER ACT, ON BEHALF OF THE WARREN COUNTY ENGINEER

BE IT RESOLVED, to enter into an agreement with the Warren County Soil and Water Conservation District (SWCD) Board of Supervisors, for services required to meet the requirements of the Warren County Municipal Separate Sewer System (MS4) Permit prescribed under the National Pollution Discharge Elimination System (NPDES) Phase II Program of the Clean Water Act, on behalf of the Warren County Engineer (WCEO), as attached and made part hereof, and

BE IT FURTHER RESOLVED, to memorialize the cooperation of the SWCD and WCEO and designate SWCD as an agent of the Warren County Board of County Commissioners in complying with various conditions of the MS4 permit.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Warren County Soil & Water Conservation District
Engineer (file)

**AGREEMENT BETWEEN
THE WARREN COUNTY ENGINEER'S OFFICE
AND
WARREN COUNTY SOIL & WATER CONSERVATION DISTRICT**

This working agreement is entered between the Board of Warren County Commissioners (Commissioners) located at 406 Justice Drive, Lebanon, Ohio 45036 on behalf of the Warren County Engineer (WCEO) and the Board of Supervisors of the Soil and Water Conservation District of Warren County (SWCD), located at 320 East Silver Street, Lebanon, Ohio 45036 for services required to meet the requirements of the Warren County Municipal Separate Storm Sewer System (MS4) Permit (Permit) prescribed under the National Pollution Discharge Elimination System (NPDES) Phase II Program of the Clean Water Act. This agreement becomes effective on January 1, 2021. The agreement is subject to the limitations of authorities, resources and policies of the SWCD and the WCEO. The Warren County Engineer serving as the Warren County Stormwater Engineer for Drainage is the acting agent of the EPA National Pollutant Discharge Elimination System (NPDES) Small Municipal Separate Storm Sewer (MS4) Permit (Permit) for Warren County.

The purpose of this agreement is to detail services that SWCD and WCEO will provide as working partners in preparing and meeting the terms of the Permit for the Warren County MS4 and its co-permittees.

SWCD will provide the following services:

1. Write and update the Stormwater Management Plan (SWMP) as agent for the MS4 permit including Warren County unincorporated areas and its co-permittees (Clearcreek, Franklin, Hamilton, Turtlecreek, and Union Townships and the Villages of Maineville, Morrow and South Lebanon) as required by the permit. The Stormwater Management Plan (SWMP) will be submitted to WCEO in accordance with 40 CFR Part 122.32 and Ohio law. The WCEO will then be responsible for submitting this document to the OEPA through the online portal STREAMS. The SWMP document outlines the steps Warren County and its co-permittees need to take to develop, implement and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable, to protect water quality, and to satisfy the appropriate requirements of the Clean Water Act in accordance with the OEPA Phase II program in Ohio. The SWMP addresses the six minimum control measures (MCMs) as required by state regulations.
2. The permit contains six minimum control measures (MCMs) that must be met for permit compliance. The six MCMs and Warren SWCD's related services are as follows:
 - MCM 1 – Public Education & Outreach: provide educational programming opportunities for K-12 students of Warren County through non-traditional educational programming, multi-media outreach and school programming.
 - MCM 2 – Public Involvement & Participation: provide educational programming opportunities to Warren County residents through volunteer and participation opportunities at workshops, festivals, and special events/meetings.
 - MCM 3 – Illicit Discharge Detection and Elimination: oversee the Illicit Discharge Detection and Elimination (IDDE) program in accordance with permit requirements. The District will provide leadership to MCM 3 by,
 - a. leading the IDDE Advisory committee which includes the WCEO as a collaborator,

- b. conducting dry-weather screening of outfalls per permit requirements,
 - c. upkeep the system map by adding new infrastructure and track yearly reported outfalls, and
 - d. collaborate with the Warren County Health Department and,
 - e. update the County IDDE program management document.
 - MCM 4 – Construction Site Storm Water Runoff Control: oversee the Construction Site Storm Water Runoff Control program in accordance with the County, State and Federal applicable erosion and sediment control regulations. Warren Co SWCD will provide leadership to MCM 4 by,
 - a. responding to all construction stormwater complaints and track the number of complaints,
 - b. collaborating with the WCEO’s office in reviewing, approving and permitting plans and SWP3 documents for all projects greater than one acre in size,
 - c. issuing an Earth Disturbing permit for each construction site,
 - d. bill developers a permit fee of \$125 per disturbed acre of earth,
 - e. inspecting all active sites in accordance with permit frequency policy, and
 - f. assist the County and co-permittees with enforcement actions for non-compliance. For co-permittees with home rule authority, Warren Co SWCD will work individually with each municipality, assisting with enforcement actions for non-compliance based on their local ordinances and regulations.
 - MCM 5 – Post-Construction: oversee inspections of the stormwater control basins for the post-construction storm water management program in accordance with permit requirements. SWCD will also provide,
 - a. updates to the County Basin Maps as inspections are done with results of the visual inspection,
 - b. work with WCEO to provide communication of maintenance to basin owners documenting concerns that need to be addressed so that basins continue to operate properly, and
 - c. provide basin owners with technical assistance for maintenance and repair of stormwater control basins.
 - MCM 6 – Good Housekeeping & Pollution Prevention: oversee the pollution prevention and good housekeeping practices for municipal operation program to meet the permit’s requirements. This will be done by providing,
 - a. yearly training for municipal, township and county (Municipal)workers,
 - b. lead local (Municipal) facilities to identify BMPs that protect stormwater,
 - c. provide yearly inspection for Municipal facilities as outlined in the Stormwater Pollution Prevention Plans (SWPPPs), and
 - d. provide SWPPPs (SWPPP records held at facilities and SWCD) as deemed necessary for Municipal facilities.
3. Write and update the MS4 annual report for the Warren County MS4 and its co-permittees as required by the permit.
 4. Provide office space, administrative oversight, work assignment and training as needed for a GIS Technician that will serve both the Engineer’s Office and SWCD in MS4 work and general GIS input.

The WCEO will:

1. Administer the Phase II Stormwater Program and ensure that the requirements of the Phase II Stormwater permit are met.

2. The WCEO stormwater engineer will coordinate with SWCD in reviewing, approving and permitting plans and SWP3/O&M documents for all projects greater than one acre in size.
3. The WCEO will be the lead in requiring recording of O&M documents as well as post construction stormwater management SCM documentation.
4. Submit a Notice of Intent (NOI) to the OEPA requesting coverage under the NPDES Small MS4 Stormwater Permit.
5. Submit the SWMP and annual report to the OEPA through the online portal STREAMS.
6. Assist SWCD with all technical stormwater items.
7. Assist SWCD with post construction stormwater control basin maintenance communication and technical assistance to basin owners.
 - a. Appropriate funds to SWCD based on the following formula: WCEO will appropriate 60% of stormwater fee obtained from tax bill to SWCD
 - b. WCEO will appropriate 100% of the GIS Technician salary to SWCD. SWCD will pay for the GIS Technician benefits, carry leave balances, provide office space, overhead and management for GIS Technician.


Term and Termination:

This agreement shall be in effect for a one-year term, and unless terminated as stated below, shall automatically renew for additional one-year terms for no more than four subsequent years. This agreement may be terminated at any time by mutual consent of the parties involved or may be terminated by either party by giving six (6) months notice in writing to the other.

Warren County Soil and Water Conservation District

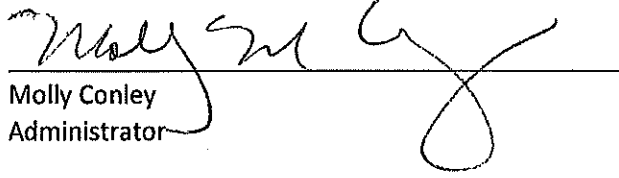
Signature	Title	Date
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Warren County Board of County Commissioners

Signature	Title	Date
	President	8.3.21

Recommended by

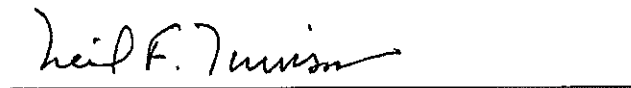
Warren County Soil and Water Conservation District



Molly Conley
Administrator

Recommended by


Warren County Engineer



Neil F. Tunison, P.E., P.S.
Warren County Engineer

Approved as to Form

David Fornshell
Warren County Prosecuting Attorney



Adam Nice
Assistant County Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1055

Adopted Date August 03, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE THE SUBGRANT AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF JOB AND FAMILY SERVICES (ODJFS) AND THE OHIO DEPARTMENT OF MEDICAID (ODM) ON BEHALF OF WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute the Subgrant Agreement with the State of Ohio Department of Job and Family Services (ODJFS) and the Ohio Department of Medicaid (ODM) effective July 1, 2021 to June 30, 2023 on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that in the event funding is not available from the State of Ohio Department of Job and Family Services, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Job and Family Services
c/a—Ohio Department of Medicaid
Juvenile (file)

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

G-2223-06-0216

RECITALS:

This Subgrant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS), the Warren County Juvenile Court (SUBGRANTEE), and the Warren County Board of Commissioners (COMMISSIONERS) and the Ohio Department of Medicaid (ODM) is created pursuant to the Subgrant awarded by ODJFS to SUBGRANTEE. SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement. SUBGRANTEE agrees to the Business Associate Requirements under Health Insurance Portability and Accountability Act (HIPAA) between SUBGRANTEE and ODM.

The information below is referred to herein in accordance with Title 2 of the Code of Federal Regulations (CFR), Section 200.331:

SUBGRANTEE's Data Universal Numbering System (DUNS) number is 049436095.

The Subgrant is made pursuant to the Title IV-E Foster Care Program, awarded by the United States Department of Health and Human Services (HHS) on March 31, 2001.

The total amount of this federal award to ODJFS is \$83,890,184. The total amount of funds awarded to SUBGRANTEE is specified in ARTICLE III of this Agreement.

The federal contact is Eric Staples, 223 North Michigan Avenue, Suite 400, Chicago, IL 60601, phone: 312-353-6350.

The Catalogue of Federal Domestic Assistance (CFDA) number is 93.658.

The Federal Grant Document Numbers are 1601OHFOST and 1701OHFOST.

This Agreement is not for research and development purposes.

The federal award project description for this Agreement is summarized as follows: administration of Title IV-E foster care. In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the full project description can be obtained at <http://usaspending.gov>, under the Federal Award Title.

DEFINITIONS

- A. For the purposes of this Agreement, the terms "auditee," "auditor," "audit finding," "CFDA number," "Federal award," "Federal awarding agency," "Federal program," "internal controls," "management decision," "non-Federal entity," "nonprofit organization," "Office of Management and Budget (OMB)," "pass-through entity," "single audit," "state," "subaward" and "subrecipient" have the same meanings as provided in 2 CFR Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular".
- B. For the purposes of this Agreement, the terms "equipment," "HHS awarding agency," "real property," "subaward," "subrecipient," "supplies," "suspension of award activities," and "termination" have the same meanings as provided in 45 CFR 75.

ARTICLE I. PURPOSE; SUBGRANT ACTIVITIES

A. Purpose of the Agreement:

This Agreement allows SUBGRANTEE to administer programs under Title IV-E of the Social Security Act (Title IV-E) in accordance with all applicable laws, including but not limited to rules or regulations promulgated by the federal government, Chapter 2151 of the Ohio Revised Code (ORC), the Ohio Rules of Juvenile Procedure, and rules adopted by ODJFS related to Title IV-E and related fiscal reimbursement and auditing

rules and procedures. Effective October 1, 2021, the state of Ohio is implementing Public Law 115-123 the Family First Prevention Services Act (FFPSA). ODJFS hereby recognizes SUBGRANTEE as a unit of government, within the meaning of 42 United States Code (USC) 672(a)(2), which has responsibility for the placement and foster care of children within the State of Ohio and within Warren County.

B. Responsibilities and Activities of SUBGRANTEE:

In order to receive Title IV-E funding under this Agreement, SUBGRANTEE will perform in compliance with the following provisions:

1. As a unit of government with responsibility for the placement and foster care of children, SUBGRANTEE will exercise the authority granted under ORC Chapter 2151 and the Ohio Rules of Juvenile Procedure to render adjudicatory and dispositional judicial determinations for children within the jurisdiction of SUBGRANTEE, to supervise the implementation of such determinations, as necessary, and to perform any other duties that may be required of it under Title IV-E.
2. As a further condition precedent to the receipt of foster care maintenance (FCM) payments on behalf of a child who meets the requirements of ARTICLE I, Section B, Paragraph 5, SUBGRANTEE agrees that during the period of time in which SUBGRANTEE has responsibility for the care and placement of the child, SUBGRANTEE will comply with all applicable federal laws and regulations, state laws and rules relevant to the Title IV-E program, including but not limited to:
 - a. Substitute Care;
 - b. Supportive Services;
 - c. Indian Child Welfare;
 - d. Interstate Placement;
 - e. Case Plan;
 - f. Case Review; and
 - g. Family First Prevention Services (optional services).
3. SUBGRANTEE agrees that it will not deliberately adjudicate a child unruly or delinquent for the sole purpose of receiving Federal Financial Participation (FFP) under this Agreement. FFP is a federal match of expenditures deemed necessary to support "efficient and effective" administration of the Medicaid program under Title IV-E. SUBGRANTEE agrees it will not place into the legal responsibility of the county child welfare agency any child who it adjudicates to be unruly or delinquent unless SUBGRANTEE finds, and explicitly states such findings and reasons therefore in its dispositional order, that such legal care and placement responsibility is in the child's best interest. SUBGRANTEE further agrees that it will not adjudicate a child to be dependent, neglected, or abused who it would otherwise adjudicate to be delinquent or unruly, solely for the purpose of placing that child into the legal responsibility of the county public children services agency (PCSA).
4. SUBGRANTEE agrees to allow ODJFS to periodically assess and monitor SUBGRANTEE's adherence to the requirements of ARTICLE I, as follows:
 - a. Within 60 calendar days of the completion of any such assessment, ODJFS agrees to produce and submit a written report on its findings to SUBGRANTEE. After the written findings' submission, the following actions are to be taken:
 - (1) Within 60 calendar days of the receipt of the report, SUBGRANTEE agrees to file a written response to ODJFS noting areas of disagreement. The response will include a continuous improvement plan (CIP) to remedy, within 90 calendar days, any deficiencies noted in the assessment with which SUBGRANTEE concurs. In the event that SUBGRANTEE disagrees with any portion, it agrees to note the areas of disagreement in its response and state its reasons why.

- (2) Within 60 calendar days of the receipt of SUBGRANTEE's response, ODJFS will inform SUBGRANTEE, in writing, of its final determination related to the matters in dispute.
 - (3) SUBGRANTEE agrees to accept the decision of ODJFS as final and binding, and further agrees to develop and implement, within 30 calendar days of the final decision, a written CIP to remedy any deficiencies within 90 calendar days of the final decision.
 - b. SUBGRANTEE expressly agrees to immediately take action to refund to ODJFS any FFP that ODJFS deems unallowable as a result of the performance deficiencies noted in the assessment.
 - c. ODJFS agrees to provide SUBGRANTEE with technical assistance necessary to develop and implement a CIP. ODJFS expressly agrees that nothing herein will be interpreted or otherwise construed as permitting ODJFS to substitute its judgment for any judicial determination of fact, law, or disposition made by SUBGRANTEE in the exercise of its powers and duties.
5. SUBGRANTEE may seek reimbursement for actual foster care maintenance costs incurred by SUBGRANTEE for an adjudicated child placed in foster care provided that all of the following elements are present:
 - a. The child for whom reimbursement is sought has been adjudicated by SUBGRANTEE to be unruly or delinquent.
 - b. The child for whom reimbursement is sought has been determined to be eligible for FFP.
 - c. The child for whom reimbursement is sought has been placed in a foster care facility that is certified, licensed, or approved by ODJFS or by another state agency described in ORC Section 5103.02 and who ODJFS further recognizes as a placement that qualifies for Title IV-E maintenance FFP. Such a foster care facility will meet all federal requirements for Title IV-E reimbursement and does not include any public facility that accommodates more than 25 children, nor any detention facility, forestry camp, training school, or other facility operated primarily for the detention of children who have been determined to be delinquent.
 - d. Foster care placement in child care institutions (CCI)/congregate care facilities on or after October 1, 2021, must be in a Qualified Residential Treatment Provider (QRTP) to receive foster care maintenance reimbursement under Ohio Administrative Code (OAC) Chapter 47 rules for foster care.
 - e. The child for whom reimbursement is sought has been placed in a child care institution(CCI)/congregate care facility, in accordance to sections 472(c)(2)(A) and (C) of the Social Security Act and must be certified, licensed and accredited by one of the independent, not for profit organizations specified in the statute or one approved by the Ohio Secretary of State described in OAC 5101:2-9-42.
 - f. The foster care maintenance cost claimed for reimbursement has been made solely with local or state funds, has been made in accordance with Title IV-E foster care reimbursement ceilings as prescribed by ODJFS and in effect at the time the placement cost was incurred, and will not be claimed by any other federal reimbursement source.
 - g. As described in ORC Section 2151.419, SUBGRANTEE has journalized a dispositional order finding that reasonable efforts were made to prevent the removal of a child from his or her home or to make it possible for a child to return home, where such efforts were feasible. In making a determination of feasibility in matters involving a disposition of delinquency or unruliness, SUBGRANTEE hereby expressly acknowledges that any decision to pursue any such reasonable efforts must, of necessity, be solely governed by SUBGRANTEE's

- determination of what actions are in the best interest of the child, and not a desire to remove the child into placement for the purpose of detention, restraint, or punishment.
- h. The placement chosen for the child is in the least restrictive setting, is in close proximity to the child's family, and is consistent with the best interest of the child.
 - i. SUBGRANTEE has developed and implemented a case plan for the child as required by ORC Section 2151.412.
 - j. As applicable, SUBGRANTEE has conducted the periodic review of the child's case plan, care and placement responsibility agreement as required by ORC 2151.416, ORC 2151.417, and 42 USC 675(5)(A), and has incorporated any findings of that review into the child's case plan.
 - k. SUBGRANTEE has referred the child's case to the county child support enforcement agency (CSEA), whenever appropriate.
 - l. SUBGRANTEE has conducted all dispositional hearings required by ORC Sections 2151.354 and 2152.11.
 - m. SUBGRANTEE has entered into a dispositional order that:
 - (1) Places the child into the care and placement responsibility of a probation officer employed by SUBGRANTEE and has explicitly stated in the order that SUBGRANTEE has assumed full responsibility for the care and placement of the child; or
 - (2) Commits the child into the temporary or permanent care and placement responsibility of SUBGRANTEE.
 - n. In the case of a child who has been adjudicated to be a delinquent, SUBGRANTEE has entered into a dispositional order explicitly and expressly stating that SUBGRANTEE, with the entry of such order, has assumed full and direct responsibility for the placement and care of the child.
6. SUBGRANTEE may seek reimbursement for foster care maintenance costs for children who have not yet been adjudicated, but for whom SUBGRANTEE has assumed legal responsibility for the care and placement, provided that the requirements of ARTICLE I, Section B, Paragraph 5, Subsections (b), (c), and (d), and, where applicable, regulations listed in Section B, Paragraph 2 have been followed.
7. The Title IV-E agency that has care and placement responsibility for the child may receive reimbursement for that child's placement and care costs. SUBGRANTEE agrees that in those instances in which a child is committed to its legal care and placement responsibility from the legal custody and/or care and placement responsibility of another Title IV-E agency, SUBGRANTEE will affirmatively act to coordinate the performance of its duties with such Title IV-E agency who formerly held legal custody and/or care and placement responsibility of such child. When a child is in the care and placement responsibility of SUBGRANTEE and subsequently court ordered to the custody and/or care and placement responsibility of another Title IV-E agency, SUBGRANTEE agrees that only the Title IV-E agency that has the most recent court ordered legal responsibility for the child may bill for and receive federal reimbursement for the child's placement and care costs.
8. SUBGRANTEE may seek reimbursement for associated administrative and training costs related to children who are eligible to receive foster care maintenance payments and who are determined by SUBGRANTEE to be at imminent risk of removal from the home pursuant to OAC 5101:2-45-04, Traditional Candidate for Title IV-E foster care, and has undertaken a plan of reasonable effort to prevent such removal, when such costs are associated with the following examples of reimbursable activities:
- a. Referral of a child to services as permitted under Title IV-E and Title IV-B;

- b. Preparation for and participation in judicial determinations;
 - c. Arrangement for the placement of the child;
 - d. Development, ongoing management, implementation, and supervision of the child's case plan, but not the cost of any therapeutic treatment or counseling services required;
 - e. Preparation for and participation in case reviews;
 - f. Determination of Title IV-E eligibility, whether such determination is affirmative or negative;
 - g. Participation by casework staff in formal and organized training activities. For the purpose of claiming administrative costs for this activity, such costs will be limited to the salary and fringe benefits of such staff proportionate to the time spent on such activity; or
 - h. Case management on behalf of children determined by SUBGRANTEE to be at imminent risk of removal from home and for whom SUBGRANTEE has undertaken a plan of reasonable efforts to prevent such removal.
9. SUBGRANTEE may seek reimbursement for prevention services costs under the Family First Prevention Services Act, Public Law 115-123, as outlined in OAC 5101:2-45-01 through 5101:2-45-03, Title IV-E Candidate for prevention services program including associated administrative, training, and direct service costs not related to children who are eligible to receive foster care maintenance payments and who are determined by SUBGRANTEE to be at imminent risk of removal from the home, and has undertaken a plan of reasonable effort to prevent such removal and/or the child is a pregnant/parenting foster youth. Family First Prevention Services (FFPS) may also be provided to the parent(s) and/or kinship caregiver(s) of the identified children in this paragraph:
- a. Referral of a child, parent(s)/kinship caregiver(s) to evidence-based practice services as permitted under Title IV-E,
 - b. Payment for the cost of evidence-based practice services as outlined in OAC 5101:2-45-03;
 - c. Preparation for and participation in judicial determinations;
 - d. Arrangement for the placement of the child;
 - e. Development, ongoing management, implementation, and supervision of the child's case plan;
 - f. Preparation for and participation in case reviews;
 - g. Supervision of the child's placement;
 - h. Participation by casework staff in formal and organized training activities. For the purpose of claiming administrative costs for this activity, such costs will be limited to the salary and fringe benefits of such staff proportionate to the time spent on such activity; or
 - i. Case management on behalf of children determined by SUBGRANTEE to be at imminent risk of removal from home and for whom SUBGRANTEE has undertaken a plan of reasonable efforts to prevent such removal.

SUBGRANTEE may not seek reimbursement from both Candidacy programs (Traditional / FFPS) for the same child at the same time.

10. The activities in this ARTICLE I, above, may be performed by personnel of SUBGRANTEE or, by contractual agreement in accordance with ARTICLE III, by another party on behalf of SUBGRANTEE. To be claimable, the activity must be made on behalf of children eligible to receive foster care

maintenance payments or children determined by SUBGRANTEE to be at imminent risk of removal from the home and for whom SUBGRANTEE has undertaken a plan of reasonable efforts to prevent such removal. Further costs claimed must have originally been sourced from state or local funds appropriated to SUBGRANTEE and may not have been charged to any other federal program.

- a. If SUBGRANTEE contracts with a third party to perform some or all of the activities enumerated in ARTICLE I of this Agreement the contract will expressly specify:
 - (1) Which of the service(s) are to be performed by the contractor;
 - (2) A specific and discrete rate of compensation that will be paid for the performance of these services relevant to Title IV-E eligible children. The rate of compensation will not exceed the amount charged for children who are not Title IV-E eligible;
 - (3) SUBGRANTEE retains ultimate control and responsibility for care, maintenance, treatment, supervision, and case planning for children covered by the contract;
 - (4) An officer of SUBGRANTEE who will be responsible for supervising the performance of the contractor; and
 - (5) All procedures SUBGRANTEE will follow for supervising the performance of the contractor including, but not limited to, reporting requirements by the contractor to SUBGRANTEE.
 - b. Subgrantee may enter into a contract with a public children services agency (PCSA) to perform Title IV-E eligibility determinations in accordance with OAC 5101:9-7-08.
- C. SUBGRANTEE understands they shall enter applicable child welfare information required in OAC 5101:2-33-70 and/or federal or state regulations, or rule directly into the Statewide Automated Child Welfare Information System (SACWIS) to receive Title IV-E reimbursement. Failure to enter such child welfare information may result in sanctions in accordance with sections 5101.24 of the Ohio Revised Code or withholding of state and/or federal funding.
- a. Subgrantee understands SACWIS information is confidential and unauthorized release or failure to take safeguards, whether intentional or unintentional, to protect SACWIS data may result in applicable civil and criminal sanctions and penalties, including but not limited to, those stipulated in ORC 5101.99(C) and/or ORC 2151.99(A). Only individuals who are authorized to do so may access the information contained within SACWIS. No person shall access, use or disclose information contained in SACWIS other than in accordance with state law and ODJFS rule, including but not limited to: OAC 5101:2-33-70 and OAC 5101:2-33-21, Confidentiality and dissemination of child welfare information. Information contained in SACWIS is confidential and not subject to disclosure pursuant to Ohio Public Records Act ORC 149.43 or ORC 1347.08.
- D. The ODJFS Agreement Manager is Ricardo Murph, or his successor.
- E. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to SUBGRANTEE concerning the performance of activities described in this Agreement. SUBGRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 business days after SUBGRANTEE's receipt of the requests or instructions. ODJFS and SUBGRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Subgrant activities described in this Agreement and are not intended to amend or alter this Agreement in any way. If SUBGRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, SUBGRANTEE will immediately notify ODJFS pursuant to the Notice provision of this Agreement. SUBGRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Subgrant activities and the successful completion thereof.

- F. The SUBGRANTEE to whom this Agreement is awarded shall be deemed the subrecipient of the federal award received by ODJFS. Any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement is also considered a subrecipient of federal funds and must meet the requirements of OMB Omni-Circular, 2 CFR Part 200. SUBGRANTEE is required to conduct monitoring activities consistent with OMB Omni-Circular, 2 CFR Part 200 Subpart D and F for any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement.

ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from July 1, 2021 through June 30, 2023, unless this Agreement is suspended or terminated prior to the expiration date.
- B. It is expressly understood by both ODJFS and SUBGRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Agreement Manager will notify SUBGRANTEE when this certification is given.

ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

- A. The total amount of the Subgrant is \$1,000,000.00. ODJFS will provide SUBGRANTEE with funds in an amount up to \$500,000.00 for State Fiscal Year (SFY) 2022 and up to \$500,000.00 for SFY 2023 expressly to perform the Subgrant activities. SUBGRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. SUBGRANTEE hereby waives the interest provisions of ORC 126.30.
- B. ODJFS agrees to reimburse SUBGRANTEE, to the extent allowed by the federal government, not to exceed the amounts listed in ARTICLE III, Section A above, and to the extent FFP is available from the federal government as follows:
1. To the extent that such costs are allowed by the federal government and FFP related to those costs is awarded, all reimbursements will consist solely of available FFP payable at the applicable federal matching rate for allowable Title IV-E administrative, training, and foster care maintenance costs. ODJFS agrees to distribute to SUBGRANTEE, net of the user fee imposed by this Agreement, the FFP awarded and received by ODJFS. SUBGRANTEE agrees to allow ODJFS to retain a user fee of not more than 5% of all FFP disbursed to SUBGRANTEE under ARTICLE III, Section B, Paragraph 3 and 4, below. SUBGRANTEE expressly acknowledges that it is aware that any funding received under this Agreement will not constitute full reimbursement for any costs incurred in the performance of this Agreement. SUBGRANTEE further acknowledges that ODJFS is not obligated to make any payments in excess of the net FFP herein authorized.
 2. SUBGRANTEE may seek reimbursement of training costs of SUBGRANTEE staff who are covered by ARTICLE I, Section B, Paragraph 9, provided that such costs are originally sourced solely from state or local funds appropriated to SUBGRANTEE and are not charged to any federal program.
 3. When SUBGRANTEE seeks to claim administrative and training costs for activities performed by its own staff per ARTICLE I, Section B, Paragraph 9, SUBGRANTEE agrees to do so solely for those staff members who perform the activities enumerated in ARTICLE I, Section B, of this Agreement. Administrative and training costs payable to SUBGRANTEE will be determined utilizing the Juvenile Court Random Moment Sample Time Studies Methodology (see Attachment A) and the Juvenile Court Social Services Random Moment Cost Allocation Methodology (see Attachment B). Both Attachment A and Attachment B are hereby incorporated by reference.
 4. SUBGRANTEE may seek reimbursement for allowable training costs per ARTICLE I, Section B for current and prospective relative guardians, Guardians *ad litem* (GALs) or other Court Appointed Special Advocates (CASAs). This includes attorneys representing children or parents, and child abuse and neglect court staff, in proceedings of child abuse and neglect provided that such costs are originally sourced solely from state or local funds appropriated to SUBGRANTEE and are not charged to any other federal program. Training costs payable to SUBGRANTEE will be determined utilizing

the Juvenile Court Social Services Random Moment Cost Allocation Methodology and the form JFS 01797 (see Attachment B).

5. SUBGRANTEE may seek reimbursement for actual foster care maintenance costs incurred for an adjudicated child placed in foster care provided that all of the elements listed in ARTICLE I, Section B, Paragraph 5 are present.
6. SUBGRANTEE will provide documentation for all administrative and training costs claimed for reimbursement to reflect actual costs incurred and paid. SUBGRANTEE will maintain accounting records to support this documentation. SUBGRANTEE acknowledges that administrative and training costs claimable against Title IV-E are limited to those articulated under 45 CFR 1356.60. SUBGRANTEE will be responsible for the identification of costs for the activities enumerated in ARTICLE I, Section B, of this Agreement and will devise and implement accounting practices and procedures that will allow for audits of such costs. The accounting procedures will conform to generally accepted accounting principles and will treat both costs and activities consistently.
7. SUBGRANTEE agrees to use any FFP provided by this Agreement to improve children and youth services in the county and to emphasize the development of community and neighborhood-based foster care resources in the county. SUBGRANTEE agrees to affirmatively act to coordinate service improvements with the county Family and Children First Council, a partnership of government agencies and community organizations committed to improving the well-being of children and families.
8. SUBGRANTEE agrees to complete the County Title IV-E Court Letter of Assurances annually by January 1 of each year of this agreement (see Attachment C) is hereby incorporated by reference.

C. The responsibilities of the COMMISSIONERS are as follows:

1. COMMISSIONERS agree to establish an account within COMMISSIONERS' general ledger into which the COMMISSIONERS will record Title IV-E receipts and disbursements to the SUBGRANTEE. COMMISSIONERS expressly agree that not less than 75% of the Administrative FFP received from ODJFS and deposited into the established account will be made available to the credit of SUBGRANTEE, in a timely manner, to enable SUBGRANTEE to render performance of its obligations pursuant to ARTICLE I, Section B of this Agreement.
2. COMMISSIONERS agree that any Title IV-E FFP received pursuant to this Agreement, whether past, present, or anticipated, will not be treated as countervailing income or resources in the determination of current or future general appropriations made in support of the operation of SUBGRANTEE, or the county child welfare agency.
3. At the close of any fiscal year, should SUBGRANTEE show a net positive balance in FFP received under this Agreement, COMMISSIONERS agree to re-appropriate such balance as available for the next subsequent fiscal year.
4. COMMISSIONERS agree not to subject SUBGRANTEE, or the county child welfare agency to new costs not presently borne by SUBGRANTEE or the county child welfare agency because of anticipated revenue that will be received by SUBGRANTEE under this Agreement.
5. COMMISSIONERS agree to develop and implement accounting procedures and standards which will provide an audit trail adequate to assess their performance under ARTICLE I of this Agreement.
6. COMMISSIONERS expressly agree to immediately take action to refund any FFP ODJFS deems unallowable as a result of any performance deficiencies noted by ODJFS in its assessment per ARTICLE I, Section B, Paragraph 4 of this Agreement.

- D. SUBGRANTEE agrees to use the ODJFS approved Form JFS 01797, Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost Allocation, Quarterly Billing. SUBGRANTEE agrees to submit the completed JFS 01797 and supporting documentation via e-mail to: JFS01797@jfs.ohio.gov, or in the case where there is no e-mail access available, one hard copy may be

mailed via US Postal Service to: Ricardo Murph, Ohio Department of Job and Family Services, P.O. Box 183204, Columbus, Ohio 43218-3204.

- E. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to 45 CFR Part 75 as well as the OMB Omni-Circular, 2 CFR Part 200, including but not limited to the following federal rules:
1. **Financial Management and Standards for Financial Management Systems.** SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 45 CFR 75.302, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Effective internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation and cash management;
 - f. Written procedures to implement the requirements of 45 CFR 75.305; and
 - g. Written procedures for determining the allowability of costs in accordance with 45 CFR 75 Subpart E and the terms and conditions of the Federal award.
 2. **Period of Performance and Availability of Funds.** Pursuant to 45 CFR 75.309, SUBGRANTEE and its subgrantee(s) may charge to the award only allowable costs resulting from obligations incurred during this Agreement period. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the funding period, unless otherwise specified herein.
 3. **Cost Sharing or Matching.** Matching or cost sharing requirements applicable to the federal program must be satisfied by allowable costs incurred or third-party in-kind contributions, as provided in 45 CFR 75.306, and subject to the qualifications, exceptions, and requirements of that section.
 4. **Program Income.** Program income, as defined in 45 CFR 75.307, must be used as specified in this section.
 5. **Real Property.** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property shall be governed by the provisions of 45 CFR 75.318.
 6. **Equipment.** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, shall be governed by the provisions of 45 CFR 75.320.
 7. **Supplies.** Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds shall be governed by the provisions of 45 CFR 75.321.
- F. SUBGRANTEE expressly understands that ODJFS will not compensate SUBGRANTEE for any work performed prior to SUBGRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- G. SUBGRANTEE expressly understands that ODJFS does not have the ability to compensate SUBGRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per SFY. SUBGRANTEE must submit final invoices for payment for each SFY no later than 90 calendar days after the end date of each SFY, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

- H. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

ARTICLE IV. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of 45 CFR 75.501 and OMB Omni-Circular, 2 CFR 200.501, SUBGRANTEE must have an entity-wide single audit. SUBGRANTEE must send 1 copy of every audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the SUBGRANTEE's receipt of any such audit report.
- B. SUBGRANTEE has additional responsibilities as an auditee under OMB Omni-Circular, 2 CFR 200.508-that include, but are not limited to:
1. Proper identification of federal awards received;
 2. Maintenance of required internal controls;
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
 4. Procure or otherwise arrange for the audit required in accordance with 2 CFR 200.509, and ensure proper performance and timely submission of the audit in accordance with 2 CFR 200.512;
 5. Preparation of appropriate financial statements, including the schedule of federal award expenditures in accordance with 2 CFR 200.510;
 6. Promptly follow up and take corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan, in accordance with 2 CFR 200.511; and
 7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this ARTICLE.

ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon a 30-calendar day written notice to the other party, either party may terminate this Agreement. Upon written notice to SUBGRANTEE, at the sole discretion of ODJFS, this Agreement may be suspended.
- C. Notwithstanding the provisions of Sections, A or B above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE if:
1. ODJFS loses funding as described in ARTICLE III;
 2. ODJFS discovers any illegal conduct by SUBGRANTEE; or
 3. SUBGRANTEE has violated any provision of ARTICLE IX.

Suspension or termination under this provision shall not entitle SUBGRANTEE to any rights or remedies described in Section E of this ARTICLE.

- D. SUBGRANTEE, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Subgrant activities;

2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Subgrant activities and refusing any additional orders;
 3. Prepare and furnish a report to ODJFS that describes the status and percentage of completion of all Subgrant activities and includes the results accomplished and the conclusions reached through Subgrant activities;
 4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and deliver any and all materials or work produced under or pertaining to this Agreement whether completed or not; and
 5. Perform any other tasks ODJFS requires.
- E. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from SUBGRANTEE, determine the amount of any unpaid Subgrant funds due to SUBGRANTEE for Subgrant activities performed before SUBGRANTEE received notice of termination or suspension. In order to determine the amount due to SUBGRANTEE, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further invoice claims submitted by SUBGRANTEE.
- F. Upon SUBGRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedy available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE VI. NOTICES

- A. ODJFS and SUBGRANTEE agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE and the identified ODJFS Agreement Manager.
- B. Notices to ODJFS from SUBGRANTEE that concern changes to SUBGRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE IX, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to SUBGRANTEE's representative at the address appearing on the signature page of this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., registered or certified mail, postage prepaid).

ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION

SUBGRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any agreements executed for the performance of Subgrant activities relative to this Agreement:

- A. SUBGRANTEE agrees that any media produced pursuant to this Agreement or acquired with Subgrant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. SUBGRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items

produced under this Agreement, SUBGRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.

- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by SUBGRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. SUBGRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Subgrant activities of this Agreement. SUBGRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. SUBGRANTEE agrees that the terms of this Section B will be included in any contract or subgrant executed by SUBGRANTEE for work under this Agreement.
- C. SUBGRANTEE information that is proprietary and has been specifically identified by SUBGRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put SUBGRANTEE at a competitive disadvantage in SUBGRANTEE's market-place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. SUBGRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secret" found at ORC 1333.61 and shall defend such a claim.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE and will be made available for audit by state and federal government entities that include, but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of 3 years after SUBGRANTEE receives the last payment pursuant to this Agreement. If an audit, or similar action is initiated during this time period, SUBGRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the 3 year period if the action is resolved prior to the end of the 3 year period, unless otherwise directed below in Section E of this ARTICLE. If applicable, SUBGRANTEE must meet the requirements of the OMB Omni-Circular, 2 CFR Part 200, Subpart D and F. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Agreement is 5 years. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. SUBGRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require SUBGRANTEE to keep the records longer than the approved records retention schedule. SUBGRANTEE will be notified by ODJFS when the litigation hold ends, and retention can resume based on the approved records retention schedule. If SUBGRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. If applicable, SUBGRANTEE hereby agrees to current and ongoing compliance with Title 42, Section 1320d through 1320d-8 of the United States Code (42 USC 1320d to 1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, SUBGRANTEE further agrees to include the terms of this Section G in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUBAWARD

- A. **Amendment.** This writing constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and SUBGRANTEE agree that any amendments to any laws or regulations cited herein will result in the

correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.

- B. **Assignment of Interests.** SUBGRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Subgrant without the prior written approval of ODJFS. SUBGRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least 10 days prior to the desired effective date. SUBGRANTEE understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Subgrant amount specified in ARTICLE III of this Agreement.
- C. **Subawards.**
1. **Subgrants.** Any subgrants by SUBGRANTEE will be made in accordance with 45 CFR 75.352.
 2. **Suspension and Debarment.** As provided in 45 CFR 75.213, SUBGRANTEE and its subgrantees must not make any award or permit any award at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
 3. **Procurement.** While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 4. **Monitoring and Reporting Program Performance.** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 75.342.
- D. **Duties as Pass-through Entity.** In the event that SUBGRANTEE subgrants federal funds received under this Agreement to a subrecipient, SUBGRANTEE, as a pass-through entity, must follow the procedures and requirements specified in 2 CFR 200.331 and must perform duties, including but not limited to:
1. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.331(a)(1). When some of this information is not available, the SUBGRANTEE will provide the best information available to describe the federal award;
 2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by ODJFS and any subsequent pass-through entity;
 3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations, and the provisions of contracts or subgrant agreements and that all performance goals are achieved;
 4. Ensure that subrecipients expending Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this Agreement for that fiscal year. One copy of every audit report must be sent to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report;
 5. Determine whether its subrecipients spent federal assistance funds provided in accordance with applicable laws and regulations;
 6. Issue a management decision on audit findings within 6 months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action;
 7. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records;

8. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this section; and
9. Ensure that any subgrant agreement includes the approved indirect cost rate negotiated between the subrecipient and the federal government, or other indirect cost rate information as required.

ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Subgrant and by executing this Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the State of Ohio paid SUBGRANTEE for work performed before SUBGRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 1. **Federal Debarment Requirements.** SUBGRANTEE affirms that neither SUBGRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** SUBGRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Subgrant activities.
 3. **Unfair Labor Practices.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in

compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.

1. **Americans with Disabilities.** SUBGRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990, as amended and Section 504 of the Rehabilitation Act of 1973, as amended.
2. **Fair Labor Standards and Employment Practices.**
 - a. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Agreement, SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. SUBGRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. SUBGRANTEE will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics and Conflicts of Interest Laws.**
 - a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2019-11D pertaining to ethics. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
 - b. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous 2 calendar years.
 - c. SUBGRANTEE agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
 - d. SUBGRANTEE agrees that SUBGRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement. If SUBGRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. SUBGRANTEE further agrees that the person with the conflicting interest will not participate in any Subgrant activities until ODJFS determines that participation would not be contrary to public interest.
4. **Lobbying Restrictions.**
 - a. SUBGRANTEE affirms that no federal funds paid to SUBGRANTEE by ODJFS through this Agreement or any other agreement have been or will be used to lobby Congress or any

- federal agency in connection with a particular contract, grant, cooperative agreement or loan. SUBGRANTEE further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Agreement exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), SUBGRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. SUBGRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 through 121.69.
5. **Child Support Enforcement.** SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable Sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Subgrant activities call for services to minors, SUBGRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** SUBGRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. SUBGRANTEE will make a good faith effort to ensure that none of SUBGRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, SUBGRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. SUBGRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, SUBGRANTEE agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
- a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, SUBGRANTEE must disclose:
- (1) The location(s) where all services will be performed by SUBGRANTEE or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for SUBGRANTEE and all subcontractors.

- c. SUBGRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
- d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and SUBGRANTEE shall immediately return to ODJFS all funds paid for those services.

In addition, if SUBGRANTEE or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE. If ODJFS terminates the Agreement, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

11. **Combating Trafficking in Persons.** Pursuant to 22 USC 7104(g), of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104), see 2 CFR Part 175 this Agreement may be terminated without penalty if SUBGRANTEE or any subcontractor or subgrantee paid with Subgrant funds:
 - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Agreement or any subcontracts or subgrants are in effect; or
 - b. Uses forced labor in the performance of activities under this Agreement or under any subcontracts or subgrants.
 - c. SUBGRANTEE agrees that it shall notify and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities.
 - d. ODJFS has the right to immediately and unilaterally terminate this Agreement if any provision in this section is violated and ODJFS may implement Section 106(g) of the TVPA.
12. **Civil Rights Assurance.** The SUBGRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.) and all provisions required by the implementing regulations of HHS. SUBGRANTEE shall require all entities with which it subgrants and contracts to incorporate this Section in all its agreements that are funded in whole or in part with funds from HHS.
13. **Clean Air Act and Federal Water Pollution Control Act.** SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.
14. **Rights to Inventions.** If applicable, if any products or services provided under this Agreement meet the definition of "funding agreement" under 37 CFR 401.2(a), and SUBGRANTEE enters into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the SUBGRANTEE must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
15. **Certification of Compliance.** SUBGRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and SUBGRANTEE. SUBGRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. SUBGRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to SUBGRANTEE under ARTICLE III or the actual amount of direct damages incurred by any party whichever is less. SUBGRANTEE's sole and exclusive remedy for ODJFS's failure to perform under this Agreement is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the limitations set forth in this ARTICLE. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by SUBGRANTEE are found to be infringing items of patent or copyright and the use or publication thereof is enjoined, SUBGRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of SUBGRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE VI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by SUBGRANTEE's subcontractor(s) will be considered controllable by SUBGRANTEE, except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTEE's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE agrees to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- G. **Counterpart.** This Agreement may be executed in one, or more than one counterpart and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE XI. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. SUGBRANTEE, who has placement and care responsibilities of children, will have read only access to ODM's Medicaid Information Technology System (MITS) to confirm managed care plan selections and the start dates of managed care.
- B. The authority to release this data is found in Title 42 of the Code of Federal Regulations (CFR), specifically 42 CFR 431.300, 431.302, 431.304, 431.305 431.306, 435.945; Privacy regulations 45 CFR 164.502(e); 164.504(e) and security regulations 45 CFR 164.308, 164.314 issued pursuant to the Health Insurance Portability and Accountability Act [42 USC 1320d. 1320d-8]; relevant amendments effected by the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5, §§ 13400, et seq.], the terms of this Agreement, or more stringent provisions of the law, rules, or regulations of the State of Ohio. The parties agree that any MITS data or records provided under this Agreement may only be used or disclosed in accordance with Medicaid regulations. SUBGRANTEE staff will need to complete and submit the ODM 7078 before access to MITS is granted.

The Agreement Manager for ODM is Roger Fouts, or his successor.

- C. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.
1. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.
 2. **Specific Definitions.**
 - a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.
 - b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.
 - d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.
 - e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of ODM.
- C. SUBGRANTEE acknowledges that ODM is a Covered Entity under HIPAA. SUBGRANTEE further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Agreement, agrees to comply with all of the following provisions:
1. **Permitted Uses and Disclosures.** SUBGRANTEE will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.

2. **Safeguards.** SUBGRANTEE will implement sufficient safeguards and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.
3. **Reporting of Disclosures.** SUBGRANTEE agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident SUBGRANTEE has knowledge of or reasonably should have knowledge of under the circumstances.

Further, SUBGRANTEE shall report to ODM the following:

- a. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and
- b. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

As soon as is practical following of discovery of a reportable security incident, SUBGRANTEE shall notify ODM of the existence and nature of the incident as understood at that time. SUBGRANTEE shall immediately investigate the incident and within 24 hours of discovery shall provide ODM, in writing, a report describing the status and any results of SUBGRANTEE's investigation.

Reporting and other communications made to ODM under this section must be made to ODM's HIPAA privacy officer and Office of Legal Counsel at: PrivacyOffice@medicaid.ohio.gov and Mclegal@medicaid.ohio.gov

4. **Mitigation Procedures.** SUBGRANTEE agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. SUBGRANTEE will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.
5. **Incidental Costs.** SUBGRANTEE shall bear the sole expense of all costs to mitigate any harmful effect of any breaches or security incidents of which SUBGRANTEE has knowledge which are directly caused by the use or disclosure of protected health information by SUBGRANTEE in violation of the terms of this Agreement. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.
6. **Agents and Subcontractors.** SUBGRANTEE, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of SUBGRANTEE and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to SUBGRANTEE with respect to the use or disclosure of PHI.
7. **Accessibility of Information.** SUBGRANTEE will make available to ODM such information as ODM may require to fulfill its obligations to provide access, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
8. **Amendment of Information.** SUBGRANTEE shall make any amendment(s) to PHI as directed by, or agreed to, by ODM pursuant to 45 CFR 164.526, or take other steps as

necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that SUBGRANTEE receives a request for amendment directly from the individual, agent, or subcontractor, SUBGRANTEE will notify ODM prior to making any such amendment(s). SUBGRANTEE's authority to amend information is explicitly limited to information created by SUBGRANTEE.

9. **Accounting for Disclosure.** SUBGRANTEE shall maintain and make available to ODM or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.
10. **Obligations of ODM.** When SUBGRANTEE is to carry out an obligation of ODM under Subpart E of 45 CFR 164, SUBGRANTEE agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.
11. **Access to Books and Records.** SUBGRANTEE shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.
12. **Material Breach.** In the event of material breach of SUBGRANTEE's obligations under this Article, ODM may immediately terminate this Agreement as set forth in ARTICLE VI, Section B. Termination of this Agreement will not affect any provision of this Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
13. **Return or Destruction of Information.** Upon termination of this Agreement and at the request of ODM, SUBGRANTEE will return to ODM or destroy all PHI in SUBGRANTEE's possession stemming from this Agreement as soon as possible but no later than 90 days and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Agreement. If SUBGRANTEE, its agent(s), or subcontractor(s) destroy any PHI, then SUBGRANTEE will provide to ODM documentation evidencing such destruction. Any PHI retained by SUBGRANTEE will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Agreement for as long as it is maintained.
14. **Survival.** These provisions shall survive the termination of this Agreement.

ARTICLE XII. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

Signature Page Follows:

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**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT**

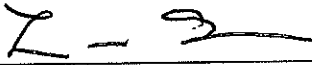
SIGNATURE PAGE

G-2223-06-0216

THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Warren County Juvenile Court

Ohio Department of Job and Family Services


Authorized Signature (Blue Ink Please)

Matt Damschroder, Director Signature

Laura Schnecker
Printed Name

Printed Name

7/23/21
Date

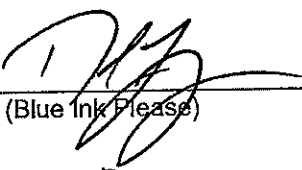
Date

570 Justice Drive
Lebanon, Ohio 45306

30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

Warren County Board of Commissioners

Ohio Department of Medicaid

* 
Authorized Signature (Blue Ink Please)

Maureen M. Corcoran, Director Signature

David G. Young President
Printed Name and Title


Printed Name

8.3.21
Date

Date

50 West Town Street
Columbus, Ohio 43215

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

**ATTACHMENT A
Title IV-E**

Juvenile Court Random Moment Sample (JCRMS) Time Studies Methodology

- (A) The juvenile court random moment sample (JCRMS) time studies are designed to measure juvenile court staff activity regarding the Title IV-E program for juvenile courts that have entered into a sub-grant agreement with the Ohio Department of Job and Family Services (ODJFS). The JCRMS is a subset of the social service RMS and is completed on a quarterly basis for employees of the juvenile court. Data collected from these time studies is used to calculate the percentage of time spent on the Title IV-E program by the county juvenile court. The "Juvenile Courts Random Moment Sample (JCRMS) Time Studies Observation Form, JFS 01794" is used to report juvenile court staff activity regarding the Title IV-E program.
- (B) Juvenile courts may seek reimbursement for associated administrative and training costs associated with court actions for children eligible to receive foster care maintenance payments and children determined by the court to be at imminent risk of removal from home and for whom the court has undertaken a plan of reasonable efforts to prevent such removal.
- (C) In cases where county juvenile courts desire to claim administrative and training costs for activities performed by their own staff, the court agrees to do so solely on behalf of staff that performs the Title IV-E activities.
- (D) Administrative and training cost payable to the court will be determined utilizing the "Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost Allocation Quarterly Billing" JFS 01797, a random moment sample time study, and other procedures and forms as applicable.
- (E) Title IV-E activities may be performed by personnel of the court, by contractual agreement, or by another party on behalf of the court. The activity must be made on behalf of children eligible to receive foster care maintenance payments or children determined by the court to be at imminent risk of removal from the home and for whom the court has undertaken a plan of reasonable efforts to prevent such removal. Reimbursement of costs claimed for these activities must originally be expended solely from state or local funds appropriated to the court and may not be charged to any other federal program.
- (F) The JCRMS reporting quarter offsets the calendar quarter by one month as follows:

RMS Sampling Period	Billing Quarter
First Quarter: Jun, Jul, Aug,	First Quarter: Jul, Aug, Sept,
Second Quarter: Sept, Oct, Nov,	Second Quarter: Oct, Nov, Dec,
Third Quarter: Dec, Jan, Feb,	Third Quarter: Jan, Feb, Mar,
Fourth Quarter: Mar, Apr, May.	Fourth Quarter: Apr, May, Jun.

**ATTACHMENT A
Title IV-E**

Juvenile Court Random Moment Sample (JCRMS) Time Studies Methodology

- (G) Employees engaged in directly related program functions shall participate in the RMS time studies and cannot participate in more than one type of time study, per OAC 5101:9-7-20.
- (H) The JCRMS is designed to identify the county juvenile court staff activities directly related to program functions benefiting the Title IV-E program.
- (I) The juvenile court must assign a random moment coordinator and alternate coordinator(s) to administer the JCRMS. At least one alternate must be selected to complete the RMS process in the coordinator's absence. The responsibilities of the coordinator include but are not limited to:
 - (1) Acting as the liaison for communications with the ODJFS JCRMS time study administrator;
 - (2) Acting as the liaison for communications with ODJFS staff;
 - (3) Providing quarterly updates to ODJFS JCRMS time study administrator regarding new appointments, terminations, transfers, staff assignments, county holidays or other information likely to affect RMS operations;
 - (4) Insuring the 10% quality assurance process is being properly administered.
- (J) The juvenile court random moment sample observation form JFS 01794 and the instructions JFS 01794I can be found at www.odjfs.state.oh.us/forms/inter.asp.

ATTACHMENT B
Title IV-E
Juvenile Court Social Services Random Moment Cost Allocation Methodology
Quarterly Billing

- (A) Juvenile courts having subgrant agreements with ODJFS will use the "Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost Allocation Quarterly Billing" form JFS 01797 to bill for services; ODJFS will use the form as a basis for reimbursement to the courts. In completing the social services random moment allocation quarterly billing form, costs are divided into direct, shared, and purchased administrative costs.

ALLOWABLE COSTS

- (B) **Direct administrative costs** are costs for staff, and employees who perform direct case services related to the award, and who participate in the JCRMS. Occupancy rental and utility costs for the housing of such staff may only be claimed for reimbursement if such staff is housed in quarters that are not owned by the county and for which the court has entered into a lease agreement. Specific direct administrative costs for staff include, but are not limited to:
- (1) Payroll and fringe benefit costs;
 - (2) Equipment and consumable supply costs;
 - (3) Separately metered postage and telephone costs;
 - (4) Cost of liability insurance provided that the cost of such insurance is related to the performance of the award and is separately identified in a master policy, is carried as a separate policy, or as a rider to an existing policy;
 - (5) Travel and per diem costs;
 - (6) Training registration fees;
 - (7) Operational costs inclusive of rent, leases, and utilities.
- (C) **Child Welfare Training Costs** are staff time incurred preparing for, traveling to or from, engaged in conducting or attending training specifically related to child welfare. This training is for activities related to conducting or attending allowable short-term training costs for current and prospective relative guardians, Guardians *ad litem* (GALs) or other Court Appointed Special Advocates (CASAs), including attorneys representing children or parents, child abuse and neglect court staff, in proceedings of child abuse and neglect. The guardian has to be appointed by court order and the reimbursement allows for non-federal funds spent on allowable training activities to the eligible trainees. The reimbursement costs are part of the allowable cost pool. Child Welfare training costs may include, but are not limited to:

ATTACHMENT B
Title IV-E
Juvenile Court Social Services Random Moment Cost Allocation Methodology
Quarterly Billing

- (1) Modifications to the case plan,
- (2) Completing the risk assessment,
- (3) Making reasonable candidate determinations,
- (4) Case review requirements of candidates for foster care,
- (5) Monitoring plans for compliance with candidate policy,
- (6) Facilitating eligibility determinations,
- (7) Fair hearings and appeals,
- (8) Service referrals,
- (9) Preparing for and participating in judicial determinations for children in foster care settings,
- (10) Placement activities,
- (11) Developing a case plan,
- (12) Case reviews,
- (13) Case management and supervision.

The activities for **attending** training include but are not limited to:

- (14) Staff travel to and from,
- (15) Attending training.

The activities for **conducting** training include but are not limited to:

- (16) Staff travel time to and from,
- (17) Preparing for the training,
- (18) Conducting the training,
- (19) Researching training material
- (20) Copying training material.

(D) **Purchased administrative costs** are the payments made under contracts or governmental agreements directly related to the performance of activities required by the court's Title - IV-E agreement with ODJFS. Such costs would include professional fees paid for case management activities and home studies, payments made to the county public children services agency (PCSA) to eligibility determinations or claims processing activities performed by that agency, and fees paid to outside vendors to operate the JCRMS if the court chooses not to conduct the time study using its own staff.

(E) **Shared administrative costs** are to be proportionately allocated to both allowable and unallowable costs centers. The court must determine an appropriate allocation methodology to be used as long as the allocation methodology is reasonable, consistently applied, and fairly distributes shared costs to both allowable and unallowable costs centers. The allocation methodology must be documented and adjusted when necessary to maintain a reasonable and fair distribution of administrative funds. Shared administrative costs allocable to allowable direct administrative costs are to be reported on the "Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost

ATTACHMENT B
Title IV-E
Juvenile Court Social Services Random Moment Cost Allocation Methodology
Quarterly Billing

Allocation Quarterly Billing" JFS 01797. Shared costs include salaries, related compensation and operational costs inclusive of rent, leases, utilities, supplies, etc., for all employees assigned to indirect agency functions and may include administrative contracts related to all major program areas of the court.

(F) **Unallowable Costs** not to be reported on the "Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost Allocation Quarterly Billing" form JFS 01797 include, but are not limited to the following:

- (1) All costs associated with the operation of a detention facility;
- (2) All costs associated with the operation of a placement setting for which ODJFS computes an IV-E reimbursement rate;
- (3) Personnel cost of an elected official;
- (4) Costs stemming from the court exercising its authority as a judicial body specifically including costs incurred to:
 - (a) Docket cases;
 - (b) Conduct hearings;
 - (c) Maintenance of the court journal;
 - (d) Personnel costs for magistrates, clerks, and bailiffs;
 - (e) Providing notice to compel the presence of parties to appear before the court;
 - (f) Operation and maintenance of a law library; and
 - (g) Subscription to a legal reference service.
- (5) Fees paid for services provided to children who are in the legal custody of the court, its probation department, or a probation officer or fees paid for services provided to the families of such children;
- (6) Fees paid for services, other than case management services, provided to children, or their families, where the court has determined and documented that such children are at imminent risk of removal into placement and for whom the court has initiated a program of reasonable efforts to prevent that removal;

ATTACHMENT B
Title IV-E
Juvenile Court Social Services Random Moment Cost Allocation Methodology
Quarterly Billing

- (7) All foster care maintenance costs paid for any child;
 - (8) All costs incurred for mechanical or electronic detention devices and services.
 - (9) Salary or compensation for eligible GALs/CASAs trainees.
- (G) **The Title IV-E foster care eligibility rate** (sometimes called the participation, penetration or discount rate) is determined by dividing the total number of days served by Title IV-E foster care eligible children (the numerator) by the total number of days served by all children in foster care (the denominator). The definition of foster care per 45 Code of Federal Regulations (CFR) 1355.20: Foster care means 24-hour substitute care for children placed away from their parents or guardians and for whom the Title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes.

The numerator is comprised of the total number of placement days experienced by Title IV-E eligible children in foster care housed in licensed settings. Days to be included/not included are as follows:

1. Include days Title IV-E eligible children are placed in a licensed setting;
2. Include days when a Title IV-E eligible child is on eligible leave from a licensed setting. (e.g. trial, parental, relative or non-relative home visit, hospital stay, absence without leave (AWOL) camp or vacation);
3. Do not include days when a Title IV-E eligible child is placed in a non-licensed setting. (e.g. Detention facilities, forestry camps, training schools, a non-licensed relative);
4. Do not include days on behalf of Non-Title IV-E eligible children.

The denominator is comprised of the total number of placement days experienced for all children who are in foster care. Days to be included/not included are as follows:

1. Include days for all children in foster care, regardless of Title IV-E eligibility, placed in a licensed setting or non-licensed setting;
2. Include days for all children in foster care, regardless of Title IV-E eligibility, on leave from a licensed or non-licensed setting;
3. Do not include days when a child is removed from their home and placed directly into detention or a forestry camp, as the child is not considered to be in foster care.

ATTACHMENT B
Title IV-E
Juvenile Court Social Services Random Moment Cost Allocation Methodology
Quarterly Billing

When a child who is placed directly into detention or a forestry camp is subsequently placed into foster care, their days will be counted regardless of Title IV-E eligibility and regardless of the placement setting.

- (H) The juvenile court social services random moment allocation quarterly billing form JFS 01797 can be found at www.odjfs.state.oh.us/forms/inter.asp

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1056

Adopted Date August 03, 2021

ENTER INTO CONTRACT WITH FILLMORE CONSTRUCTION LLC FOR THE FY2021 FRANKLIN TOWNSHIP NE PENNYROYAL AREA ROAD PAVING CDBG PROJECT

WHEREAS, pursuant to Resolution #21-0952, adopted July 20, 2021, this Board approved a Notice of Intent to Award Bid for the FY2021 Franklin Township NE Pennyroyal Area Road Paving CDBG Project to Fillmore Construction LLC, for a total bid price of \$138,618.70; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Fillmore Construction LLC, 11741 State Route 72 Leesburg, Ohio 45135, for said project, for a total contract price of \$138,618.70; as attached hereto and made a part hereof.

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


Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP\

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

CONTRACT

THIS AGREEMENT made this 3rd day of August, 2021, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and Fillmore Construction, LLC, 11741 Sate Route 72 Leesburg, Ohio 45135, doing business as a corporation, hereinafter called "Contractor".

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

"FY2021 Franklin Township – NE Pennyroyal Area Road Paving CDBG Project" hereinafter called the project, for the sum of One Hundred Thirty- Eight Thousand Six Hundred Eighteen Dollars and Seventy Cents (\$138,618.70) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project within 45 days. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

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

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

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

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

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

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

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

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

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

(Seal)

WARREN COUNTY BOARD OF COMMISSIONERS

ATTEST:

Kristal Powell
Name

David G. Young
President



(Seal)

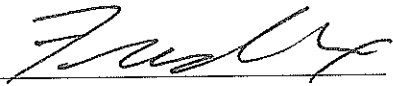
CONTRACTOR

Fillmore Construction LLC

ATTEST:

Christy E. Lip
Name

Name



Operations Manager
Title

APPROVED AS TO FORM:

Keith Anderson
Keith Anderson Assistant County
Prosecutor

Resolution

Number 21-1057

Adopted Date August 03, 2021

AUTHORIZE THE PRESIDENT OF THIS BOARD TO ENTER INTO A COOPERATION AGREEMENT WITH THE FAMILY PROMISE OF WARREN COUNTY RELATIVE TO THE FY19 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM-CV – AMENDMENT #2

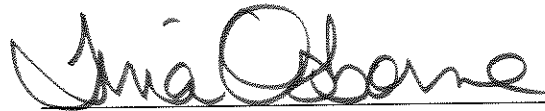
BE IT RESOLVED, to authorize the President of this Board to enter into a Cooperation Agreement with Family Promise of Warren County relative to the FY 2019 Community Development Block Grant Entitlement Program – CV – Amendment #2, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Family Promise
OGA (File)
Family Promise, FKA IHN

**CDBG COOPERATION AGREEMENT
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 3 day of AUGUST, 2021, by and between the Family Promise of Warren County, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 3 day of AUGUST, 2021 (hereinafter referred to as "FPWC"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. _____, adopted by its Board of County Commissioners on the 3 day of AUGUST, 2021 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the FPWC for calendar year 2021, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2019 Community Development Block Grant (CDBG) Entitlement Program - Covid Response – Amendment 2; and

WHEREAS, Family Promise of Warren County has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

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

I. PERMISSION TO CARRY OUT PROJECT

FPWC grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY

Upon commencement of a substantial portion of the project improvements, FPWC shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by FPWC throughout the course of this CDBG Program as well as after Project completion.

III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$270,574 for capital and \$22,548 for operating of their allocation from the FY 2019 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to FPWC by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) FPWC shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, FPWC and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by FPWC.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by FPWC;

- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by FPWC.

IV. REMAINING FUNDS

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2019 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for FPWC.

V. CONTINUED OWNERSHIP AND MAINTENANCE

FPWC agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

VI. DISCRIMINATION PROHIBITED

FPWC agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. FPWC shall also cooperate with the County in providing records of program beneficiaries, when necessary.

VII. RELEASE FROM LIABILITY

FPWC shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

VIII. PROJECT REPRESENTATIVES

The County and FPWC shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project and to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County: Susanne Mason, Program Manager
Warren County Office of Grants Administration
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1259

Family Promise of Warren County: Linda Raybolt, Executive Director

IX. FAMILY PROMISE OF WARREN COUNTY PARTICIPATION

FPWC, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and FPWC, the County shall have final authority in project administration.

FPWC Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each;
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s);
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting FPWC's property or interests;
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor;
- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.

- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful review to determine compatibility with appropriate federal and state regulations, shall become the responsibility of FPWC to implement in a timely manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.

X. OTHER LAWS AND REGULATIONS

Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, FPWC agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.

FPWC hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of FPWC's failure to follow said CDBG Program regulations and local, state and federal laws.

IN WITNESS WHEREOF, FPWC and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

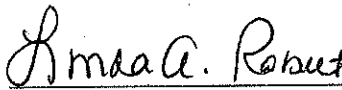
WARREN COUNTY BOARD OF COMMISSIONERS


Tina Osborne, Clerk

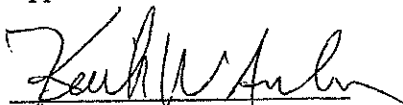
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ATTEST:

FAMILY PROMISE OF WARREN
COUNTY

_____ 

Approved as to form:


Keith Anderson

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1058

Adopted Date August 03, 2021

AUTHORIZE THE PRESIDENT OF THIS BOARD TO ENTER INTO A COOPERATION AGREEMENT WITH SHARED HARVEST FOODBANK RELATIVE TO THE FY19 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM-CV – AMENDMENT #2

BE IT RESOLVED, to authorize the President of this Board to enter into a Cooperation Agreement with Shared Harvest Foodbank relative to the FY 2019 Community Development Block Grant Entitlement Program – CV – Amendment #2, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Shared Harvest Foodbank
OGA (File)
Shared Harvest

**CDBG COOPERATION AGREEMENT
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 3 day of AUGUST, 2021, by and between the Shared Harvest Foodbank (SHF), by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 3 day of AUGUST, 2021 (hereinafter referred to as "SHF"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. _____, adopted by its Board of County Commissioners on the 3 day of AUGUST, 2021 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the SHF for calendar year 2021, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2019 Community Development Block Grant (CDBG) Entitlement Program - Covid Response – Amendment 2; and

WHEREAS, Shared Harvest Foodbank has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

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

I. PERMISSION TO CARRY OUT PROJECT

SHF grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY

Upon commencement of a substantial portion of the project improvements, SHF shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by SHF throughout the course of this CDBG Program as well as after Project completion.

III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$241,983 of their allocation from the FY 2019 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to SHF by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) SHF shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, SHF and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by SHF.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by SHF;
- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent

change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by SHF.

IV. REMAINING FUNDS

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2019 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for SHF.

V. CONTINUED OWNERSHIP AND MAINTENANCE

SHF agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

VI. DISCRIMINATION PROHIBITED

SHF agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. SHF shall also cooperate with the County in providing records of program beneficiaries, when necessary.

VII. RELEASE FROM LIABILITY

SHF shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

VIII. PROJECT REPRESENTATIVES

The County and SHF shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project

and to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County: Susanne Mason, Program Manager
Warren County Office of Grants Administration
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1259

Shared Harvest Foodbank: Terry Perdue, Executive Director

IX. SHARED HARVEST PARTICIPATION

SHF, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and SHF, the County shall have final authority in project administration.

SHF Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each;
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s);
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting SHF's property or interests;
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor;
- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.
- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful review to determine compatibility with appropriate federal and state

regulations, shall become the responsibility of SHF to implement in a timely manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.

X. OTHER LAWS AND REGULATIONS


Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, SHF agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.


SHF hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of SHF's failure to follow said CDBG Program regulations and local, state and federal laws.

IN WITNESS WHEREOF, SHF and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

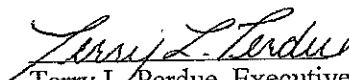
WARREN COUNTY BOARD OF COMMISSIONERS


Tina Osborne, Clerk

_____ 

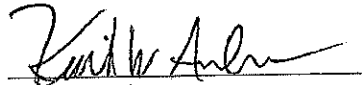
ATTEST:

SHARED HARVEST FOODBANK


Terry L. Perdue, Executive Director

5901 Dixie Highway, Fairfield, OH 45014

Approved as to form:


Keith Anderson
Assistant County Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1059

Adopted Date August 03, 2021

APPROVE AND ENTER INTO AN AGREEMENT WITH WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES ON BEHALF OF THE WARREN COUNTY TRANSIT SERVICE

BE IT RESOLVED, to approve and enter into an agreement with Board of Developmental Disabilities, 42 Kings Way, Lebanon, OH 45036 on behalf of the Warren County Transit Service, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

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

TRANSPORTATION SERVICES AGREEMENT

This agreement, effective 6/1/2021 is made as of this 6th day of June, 2021 by and between the Warren County Board of Commissioners, as owners of Warren County Transit Service, hereinafter referred to as WCTS and Warren County Board of Developmental Disabilities 42 Kings Way, Lebanon, OH 45036, hereinafter referred to as WCBDD, for transportation services to be provided by the Warren County Transit Service (WCTS). The term of this agreement shall be for a period of one (1) year beginning on June 1, 2021.

DESCRIPTION OF SERVICE:

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

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

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

CONTRACT TERMS:

WCTS agrees to provide the described transportation services on a cost per hour per vehicle basis which includes the cost of all labor, materials, equipment, etc. to complete their obligations under this agreement. The current rate is \$36.50 per hour per vehicle. The total cost of the contract not to exceed \$10,000.00.

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

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

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

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

WCTS shall:

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

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

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

For the purposes of administering this agreement, the point of contact for the WCBDD will be the Transition Manager or designee. The point of contact for WCTS will be the director of the Office of Grants Administration.

BUSINESS ASSOCIATE AGREEMENT

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

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

1. Definitions

Catch-all definition:

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

Specific definitions:

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

- a. applicable law
 - b. policies and procedures of the DD Board which are consistent with applicable law and which apply to information covered by this Agreement and
 - c. the requirements of this Agreement.
- d. *ARRA* means the American Recovery and Reinvestment Act of 2009.
- e. *Business Associate* means the same as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement.
- f. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 -1320d-8 and regulations promulgated there under as may be amended.
- g. *HIPAA Rules* means the Privacy, Security, Breach Notification, and Enforcement Rules at A 45 CFR Part 160 and Part 164.
- h. *Individual* includes the individual receiving services from the DD Board and the Personal Representative selected by the individual of other person legally authorized to act on behalf of the individual.
- i. *Protected Health Information* ("PHI") is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.
- j. *Underlying Service Contract* means the contract entered into between the DD Board and the Business Associate for Licensed Facility Services.

2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the DD Board any right to control the Business Associate's conduct in the course of performing a *service* on behalf of the DD Board.

3. The DD Board shall provide the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

4. This Business Associate Agreement states terms and conditions which are in addition to those in the Underlying Service Contract. Nothing in this Agreement shall be interpreted to change the terms of the Underlying Service Contract except to the extent that such a change is specifically required under the terms of this Agreement.

5. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPPA Rules applicable to covered entities and business associates, and as follows:

- a. Licensed Facility Services;

- b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
- Disclosure is required by law; or
 - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the APHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
 - The person/entity agrees to notify the Business Associate of any breaches of confidentiality;
- c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.

6. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

7. The Business Associate shall establish, use, and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall comply with the HIPAA Rules and Requirements regarding security of electronic PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).

8. The Business Associate shall report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:

- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
- b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- c. Any steps individuals should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
- d. uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.

9. The Business Associate shall ensure that any of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, and shall *give* prior notice to the DD Board of any

subcontractors or agents who are to be given access to PHI.

10. The Business Associate shall make all PHI and related information in its possession available as follows:

- a. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form;
- b. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to account for disclosures of PHI in accordance with 45 CFR § 164.528.

11. The Business Associate shall make PHI available to the DD Board to fulfill the DD Board's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the DD Board, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.

12. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the DD Board available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the DD Board's compliance with the HIPAA Rules, and any amendments thereto.

13. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Rules, including, without limitation, accountings required under 45 CFR 164.528

14. Upon termination of this Agreement, the Business Associate shall, at the option of the DD Board, return or destroy all PHI created or received from or on behalf of the DD Board. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the DD Board with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable HIPAA Rules to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

15. The PHI and any related information created or received from or on behalf of the DD Board is and shall remain the property of the DD Board. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

16. Any non-compliance by the Business Associate or DD Board with the terms of this Agreement or the HIPAA Rules shall be a breach of this Agreement. If either the Business Associate or DD Board knows of such a breach, each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.

17. Notwithstanding any rights or remedies under this Agreement or provided by law, the DD Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any

third party who has received **PHI** from the Business Associate.

18. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

19. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

20. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated there under. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

WARREN COUNTY BOARD OF DD REPRESENTATIVE

Megand Manuel
Signature

6/15/2021
Date

Title: Superintendent

WARREN COUNTY BOARD OF COMMISSIONERS

[Signature]
Signature

8.3.21
Date

Title: President

ACKNOWLEDGEMENT BY WARREN COUNTY TRANSIT SERVICE OPERATOR

[Signature]
Signature

7/13/2021
Date

Title: WCTS PROGRAM MANAGER

Approved as to form:

[Signature]
Assistant Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1060

Adopted Date August 03, 2021

ENTER INTO AN AGREEMENT WITH BUCKEYE POWER SALES CO. INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Buckeye Power Sales Co. Inc. will provide maintenance for all generators located at all Tower sites in Warren County; and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Buckeye Power Sales Co. Inc. on behalf of Warren County Telecommunications to provide maintenance for all generators located at all Tower Sites in Warren County, as attached hereto and a part hereof.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Buckeye Power Sales Co., Inc.
Telecom (file)



Planned Maintenance Agreement Quote

Page 1

Bill-to Customer No. C00459580
 Warren County Commissioners (E)
 Building Services
 406 Justice Drive
 Lebanon, OH 45036
 USA

Buckeye Power Sales Co., Inc.
 4992 Rialto Road
 West Chester, OH 45069
 USA
 Phone No. 513.755.2323
 Fax No. 513.755.4515

Contact Mark Zindel
 Phone No. 513-933-1313
 E-Mail mark.zindel@co.warren.oh.us
 Salesperson Marissa Maloney
 Description Prepaid Agreement

Quote No. PMA1037952
 Accept Before
 Renewal Date 09/01/21
 Invoice Period Year
 Annual Amount 9,622.00
 Contract No. PMA1004488
 Contract Type Contract Renewal

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

Ship-to Address

Warren County Telecom Black Hawk Tower
 7382 State Route 123
 Blanchester, OH 45107

USA					
EQ1001364	30REZG, 30 kW, 60 Hz	KH30REZG	SGM324L8M		965.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				

Ship-to Address

Warren Co. Goose Creek Tower
 6452 Furnas-Oglesby Rd.
 LEBANON, OH 45036

USA					
EQ0205179	PM for 2212723 GSE CRK TS	KH25RZGB	2212723 GSE CRK TS		975.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				

Ship-to Address

Warren Co. Telecom Hatfield Tower
 2997 Hatfield Rd.
 LEBANON, OH 45036

USA					
EQ1007167	PM for 2240363 HTFLD	KH25RZGB	2240363		767.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				

Ship-to Address

Warren Co. Telecom Lytle Tower 2 Site
 360 East Lytle Five Points Rd.
 LEBANON, OH 45036

USA					
EQ1002496	PM for SGM327C9B LYTLE	KH30REZG	SGM327C9B		965.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				



Planned Maintenance Agreement Quote
Page 2

Bill-to Customer No. C00459580
Warren County Commissioners (E)
Building Services
406 Justice Drive
Lebanon, OH 45036
USA

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA
Phone No. 513.755.2323
Fax No. 513.755.4515

Contact Mark Zindel
Phone No. 513-933-1313
E-Mail mark.zindel@co.warren.oh.us
Salesperson Marissa Maloney
Description Prepaid Agreement

Quote No. PMA1037952
Accept Before
Renewal Date 09/01/21
Invoice Period Year
Annual Amount 9,622.00
Contract No. PMA1004488
Contract Type Contract Renewal

Ship-to Address

Warren Co. Manchester Tower
5700 S. Dixie Hwy
Franklin, OH 45005

USA					
EQ0205176	PM for 4036362 MNCTR TS	GN0047253	4036362 MNCTR TS		1,005.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				
EQ1043090	25RZGB	KH25RZGB	2243837		975.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				

Ship-to Address

Warren Co. Snider Tower
8181 Snider Rd.
Mason, OH 45040

USA					
EQ0205178	PM for 2294017 SNIDER TS	KH20RES	2294017 SNIDER TS		1,005.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				

Ship-to Address

Warren Co. Washington Township
6415 Wilmington Rd.
Oregonia, OH 45054

USA					
EQ1001391	PM for SGM324L8N WASH	KH30REZG	SGM324L8N		965.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				

Ship-to Address

Warren Co. Telecom Zoar Tower
790 East U.S. Rt. 22
Maineville, OH 45039

USA					
EQ0205175	PM for 381595 ZOAR TS	GN0047253	381595 ZOAR TS		1,005.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				
EQ1043799	25RZGB	KH25RZGB	2243836		995.00
	MAJLB-2 Major -Load Bank Test				



Bill-to Customer No. C00459580
Warren County Commissioners (E)
Building Services
406 Justice Drive
Lebanon, OH 45036
USA

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA
Phone No. 513.755.2323
Fax No. 513.755.4515

Contact Mark Zindel
Phone No. 513-933-1313
E-Mail mark.zindel@co.warren.oh.us
Salesperson Marissa Maloney
Description Prepaid Agreement

Quote No. PMA1037952
Accept Before
Renewal Date 09/01/21
Invoice Period Year
Annual Amount 9,622.00
Contract No. PMA1004488
Contract Type Contract Renewal

MINOR Minor

Total 9,622.00

Mark Zindel 7/27/21
Customer Signature Line

Please do not pay the total indicated on this Quotation as it does not include the applicable sales tax. A separate invoice will be sent for payment once the signed agreement has been returned to BPS.

PO # _____
Sign * *DJG*
Print *David G. Young*
Date *8.3.21*

APPROVED AS TO FORM

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

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS

ARTICLE ONE: TERM OF CONTRACT

- 1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).
- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.
- 1.03 Rates for extended years shall be determined at the beginning of each billing cycle.
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- 1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

ARTICLE TWO: REMEDIES FOR BREACH

- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 Servicing Agent is not responsible for any consequential damages, lost profits or any damages or losses.
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

ARTICLE THREE: TERMINATION OF AGREEMENT

- 3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party
- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
 - Bankruptcy or insolvency of either party
 - Assignment of this Agreement by either party without consent of the other party
 - Sale of the business of either party
 - Acts of God
 - Death or dissolution of either party
 - Impracticability and/or impossibility of performance
- 3.03 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.

~~3.04 Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees ("Indemnitees") harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods~~

AMN 7/30/21 BNS 7/27/21

~~3.05 If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.~~

AMN 7/30/21 BNS 7/21/21

3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT

- 4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article
- 4.02 **Periodic Service**
 - Services provided in each Servicing Agent's maintenance trip will include the following:

<ul style="list-style-type: none"> - Inspect air cleaner - Test antifreeze and adjust - Check coolant level - Inspect belts and hoses as required - Check engine heater operation - Check generator set for fuel, oil, coolant leaks - Check air intakes and outlets - Check transfer tank operation - Drain exhaust line - Inspect silencer - Check battery charger operation and charge rate 	<ul style="list-style-type: none"> - Check battery electrolyte levels and specific gravity - Clean battery terminals as necessary - Check generator output voltage and adjust as necessary - Emergency system operation without load transfer - Frequency check/governor adjustment, as required - Check transfer switch and accessory operation (subject to owners approval and availability during service visit) - Check engine alternator charge rates - Check engine and generator gauge and indicator operation - Check generator set controller operation including shutdown functions - Perform engine checks per manufacturer's recommendations
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BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)

4.03 Annual Maintenance

- Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:

- Lube, oil and filter(s) change

- Fuel filter(s) change

- Engine tune-up with parts for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.

*Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance Agreement unless otherwise specified and/or included in the Planned Maintenance Agreement.

4.04 Third Year Maintenance (only if specified)

- Services provided in Servicing Agent's Third Year Maintenance Trip will include the items listed in Sections 4.02, 4.03, and the following:

- Replace air filter(s)

- Replace radiator cap

- Replace coolant

- Replace coolant hoses

- Replace belts

4.05 Load Bank Service (only if specified as "Additional Services")

- Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.

4.06 Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.

4.07 THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.

4.08 This Planned Maintenance Agreement is not a guarantee of equipment availability.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1061

Adopted Date August 03, 2021

ENTER INTO A BUSINESS ASSOCIATE AGREEMENT WITH HAMILTON TOWNSHIP
FIRE DISTRICT ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to enter into a Business Associate Agreement with Hamilton Township Fire District on behalf of Warren County Telecommunications. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Hamilton Township
Telecom (file)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Hamilton Township Fire Department ("Covered Entity") and Warren County Board of Commissioners on behalf of Warren County Telecommunications ("Business Associate"), effective as of 8/3/21 ("Effective Date").

RECITALS

Hamilton Township Fire Department is a "Covered Entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA administrative simplification regulations, 45 C.F.R. Parts 160 and Part 164, Subparts A, C and E (Subpart E, together with the definitions in Subpart A is known as the "Standards for Privacy of Individually Identifiable Health Information" (the "Privacy Rule") and Subpart C, together with the definitions in Subpart A, is known as the "Security Standards for the Protection of Electronic Protected Health Information" (the "Security Rule") (the Privacy Rule and the Security Rule are collectively called the "Privacy and Security Rules").

Covered Entity and Business Associate are parties to an agreement wherein Business Associate shall store, maintain, transfers, and make available in a secure manner certain Protected Health Information on behalf of Covered Entity ("Underlying Agreement"). In connection with Business Associate's provision of services to Covered Entity, Covered Entity discloses to Business Associate "Protected Health Information" ("PHI"), including "Electronic Protected Health Information" ("ePHI"), as defined in 45 C.F.R. §160.103. Such disclosure results in Business Associate's use, disclosure, maintenance and/or creation of PHI, including ePHI, on behalf of Covered Entity.

Business Associate's provision of services to Covered Entity, when coupled with Covered Entity's disclosure of PHI to Business Associate, makes Business Associate a "business associate" of Covered Entity, as the term is defined in as defined in 45 C.F.R. §160.103.

The purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate Agreement requirements at 45 C.F.R. §§ 164.314(a) and 164.504(e), and to satisfy the provisions of the Health Information Technology for Economic and Clinical Health Act, set forth in Division A, Title XIII, of the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance (collectively, "HITECH"), including the Omnibus Final Rule, that: (i) affect the relationship between a Business Associate and a Covered Entity and which under HITECH and the Omnibus Final Rule require amendments to the Business Associate Agreement; and (ii) enable Covered Entity to comply with the requirement to notify affected individuals in the event of a Breach of Unsecured Protected Health Information.

Covered Entity's disclosure of PHI to Business Associate, and Business Associate's use, disclosure and creation of PHI for or on behalf of Covered Entity, is subject to protection and regulation under the Privacy Rule. To the extent such use, disclosure or creation involves ePHI, such ePHI is subject to protection and regulation under the Security Rule. Business Associate acknowledges it shall comply with the Privacy and Security Rules regarding the use and disclosure

of PHI and ePHI, pursuant to this Agreement and as required by HITECH and its implementing regulations.

Therefore, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy Rule, Security Rule, HITECH, and the Omnibus Final Rule.
- (b) "PHI" means "Protected Health Information," as that term is defined in the Privacy and Security Rules. "ePHI" means "Electronic Protected Health Information," as that term is defined in the Privacy and Security Rules. PHI includes PHI that is ePHI as well as PHI that does not constitute ePHI.
- (c) "Unsecured PHI" or "Unsecured Protected Health Information" includes PHI in any form that is not secured through use of a technology or methodology specified in HITECH, those being: (1) encryption for ePHI in accordance with the appropriate NIST standards for data at rest and in transit; or (2) destruction for other forms of PHI.
- (d) "Encryption" means the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, as set forth in 45 CFR 164.304.

2. Scope of Uses and Disclosures by Business Associate.

- (a) In General. Except as otherwise limited in this Agreement or by law, Business Associate may use or disclose PHI provided to Business Associate by Covered Entity to perform the functions, activities, or services for or on behalf of Covered Entity that are specified in the Underlying Agreement, provided that such uses or disclosures would not violate the Privacy Rule if done by a Covered Entity or the Minimum Necessary policies and procedures of Covered Entity.
- (b) Use of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (c) Disclosure of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances, in writing, from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate, in writing, within five (5)

business days, of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Data Aggregation. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- (e) Limitation on Use and Disclosure of PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity, Business Associate agrees to limit disclosures of PHI to the Minimum Necessary (as defined in the Privacy Rule, as modified by HITECH and the Omnibus Final Rule) to accomplish the intended purpose of the use, disclosure or request, respectively, whenever the Privacy Rule limits the use or disclosure in question to the Minimum Necessary.
- (f) Limitation on Remuneration for PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity and to comply with HITECH and the Omnibus Final Rule, Business Associate agrees that it will not receive direct or indirect remuneration for any exchange of PHI not otherwise authorized without individual authorization, unless (i) specifically required for the provision of services under the Underlying Agreement (ii) for treatment purposes; (iii) providing the individual with a copy of his or her PHI; or (iv) otherwise determined by the Secretary in regulations.
- (g) Reporting Violation of Law. Business Associate may use PHI to report a violation of law to appropriate Federal and/or State authorities, consistent with 45 CFR §164.502(j)(1).

3. Obligations of Business Associate.

- (a) In General. Business Associate shall use or further disclose PHI only as permitted or required by this Agreement or as required by law.
- (b) Safeguards. Business Associate shall use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as specifically authorized by this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy addressing the requirements of the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, that are directly applicable to Business Associate; and (ii) periodic and mandatory privacy and security training and awareness for members of Business Associate's Workforce.
- (c) Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that violates the requirements of this Agreement or applicable law.
- (d) Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI that is not sanctioned by this Agreement of which Business Associate becomes aware within five (5) business days.

- (e) Subcontractors. Business Associate shall require subcontractors or agents to whom Business Associate provides PHI to agree, in writing, to comply with the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, to the same extent Business Associate is required to comply.
- (f) Inspection by Secretary. Business Associate shall make available to the Secretary of Health and Human Services Business Associate's internal practices, books and records relating to the use and disclosure of PHI for purposes of determining Covered Entity and Business Associate's compliance with the Privacy and Security Rules, HITECH, and the Omnibus Final Rule, subject to any applicable legal privileges.
- (g) Accounting of Disclosures of PHI. Business Associate shall document disclosures of PHI and information related to those disclosures necessary to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule, as required by HITECH, and provide to Covered Entity, and in the time and manner it reasonably specifies but in no case longer than five (5) business days, the information necessary to make an accounting of disclosures of PHI about an Individual. If PHI is maintained in an Electronic Health Record ("EHR"), Business Associate shall document and maintain documentation of such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in an EHR, as required by HITECH.
- (h) Access to PHI. Business Associate shall provide to Covered Entity, at Covered Entity's request and in the time and manner it reasonably specifies but in no case longer than ten (10) business days, PHI necessary to respond to Individuals' requests for access to PHI about them, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set. If PHI is maintained in an Electronic Health Record, Business Associate shall provide access electronically, upon reasonable request of Covered Entity.
- (i) Amendment to PHI. Business Associate shall, upon receipt of notice from Covered Entity but in no case longer than ten (10) business days, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set.
- (j) Security of PHI. Business Associate shall, as described in HITECH Act §13401, comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule and acknowledges that such provisions apply to Business Associate in the same manner that they apply to Covered Entity. Therefore, Business Associate agrees that it is required to maintain appropriate and reasonable administrative, physical, and technical safeguards, including documentation of the same, so as to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law, including the following:

- (i) Administrative safeguards (implementation of policies and procedures to prevent, detect, contain, and correct security violations; conducting and documentation of risk analysis and risk management);
 - (ii) Physical safeguards (implementation of policies and procedures to limit physical access to PHI or ePHI or electronic information systems and related facilities);
 - (iii) Technical safeguards (implementation of policies and procedures creating and tracking unique user identification, authentication processes, and transmission security);
 - (iv) Policies and procedures to reasonably and appropriately document the foregoing safeguards as required by the Security Rule; and
 - (v) Ensuring that any agent, including any subcontractor, to whom Business Associate provides ePHI agrees, in writing, to comply with these administrative, physical, and technical safeguards, as well as the policies, procedures, and document requirements contained within the Security Rule.
- (k) Encryption of ePHI. Business Associate and its subcontractors, if applicable, will store all PHI and/or ePHI, including all PHI and/or ePHI stored on any portable or laptop computing device or any portable storage medium as part of Business Associate's designated backup and recovery processes, in encrypted form using a commercially supported encryption solution that complies with 74 FR 19006, "Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII" and which has been tested and judged to meet the standards set forth by the National Institute of Standards and Technology in Special Publications 800-111, 800-52, 800-77, 800-113, or others which are Federal Information Processing Standards (FIPS) 140-2 validated, as applicable. Business Associate agrees to encrypt ePHI transmitted by the Business Associate over a public network and agrees that it will only transmit or exchange Protected Health Information using secure HTTPS or SFTP or equivalent.
- (l) Paragraph Not Used.
- (m) Notification of Security Incidents and Breach of Unsecured PHI. Business Associate shall immediately, but in no case longer than five (5) business days following discovery, notify Covered Entity of any actual or suspected Security Incident or Breach of Unsecured Protected Health Information. The notice shall include: (i) the identification of each Individual whose PHI or Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Security Incident or Breach, (ii) a brief description of what happened, including the date of the Security Incident or Breach and the date of the discovery of the Security Incident or Breach, (iii) a description

of the types of PHI or Unsecured PHI that were involved in the Security Incident or Breach, (iv) any preliminary steps taken to mitigate the damage, and (v) a description of any investigatory steps taken. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating a Breach of Unsecured PHI. A Breach shall be treated as discovered by Business Associate as of the first day on which the Breach is known to Business Associate (including any person, other than the Individual committing the Breach, that is an employee, officer, or other agent of Business Associate) or should reasonably have been known to Business Associate to have occurred. Covered Entity shall have the sole right to determine, with respect to a Breach: (i) whether notice is to be provided to Individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or the Department of Health and Human Services, or others as required by law or regulation, in Covered Entity's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to Individuals affected, and the nature and extent of any such remediation. The provision of the notices to affected Individuals, and any remediation which Covered Entity determines is required or reasonably necessary, shall be at Business Associate's sole cost and expense.

4. Term and Termination.

- (a) Term of the Agreement. The term of this Agreement begins on the Effective Date and ends when all of the PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. To the extent it is infeasible for Business Associate to return or destroy the PHI, upon the agreement of Covered Entity, protections shall be extended to that PHI in accordance with the termination provisions in this Section.
- (b) Termination for Breach. Either party may terminate this Agreement if it determines that the other party has breached a material term of this Agreement. Alternatively, the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford an opportunity to cure the material breach. If the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party may immediately thereafter terminate this Agreement.
- (c) Automatic Termination. This Agreement will automatically terminate on the date Business Associate ceases to provide to the services described in the Underlying Agreement.
- (d) Effect of Termination. Upon termination of this Agreement, Business Associate will return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains and will retain no copies of that PHI. However, if this return or destruction is not feasible, upon the agreement of Covered Entity, then Business Associate will extend the protections of this Agreement to the PHI and will limit

further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

5. Agreement. Covered Entity and Business Associate agree to take any reasonable action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy and Security Rules, HITECH, the Omnibus Final Rule and any other implementing regulations or guidance.
6. Insurance. Unless greater coverage is required under any other agreement between Covered Entity and Business Associate, Business Associate shall maintain or cause to be maintained a policy or policies of insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under this Agreement or from violating Business Associate's own obligations under the HIPAA Rules and any other implementing regulations or guidance, including but not limited to, claims or the imposition of administrative penalties and fines on Business Associate or its subcontractors or agents, if any, arising from the loss, theft, or unauthorized use or disclosure of PHI. Such insurance coverage shall apply to all site(s) of Business Associate and to all services provided by Business Associate or any subcontractors or agents under the Underlying Agreement or this Agreement.
7. Paragraph Not Used.
8. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules, HITECH, and the Omnibus Final Rule.
9. Survival. The obligations of Business Associate under Sections 4(d) and 7 of this Agreement survive any termination of this Agreement.
10. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything in this Agreement confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
11. Independent Contractor Status. Business Associate will be considered, for all purposes, an independent contractor, and Business Associate will not, directly or indirectly, act as agent, servant or employee of Covered Entity or make any commitments or incur any liabilities on behalf of Covered Entity without its express written consent. Nothing in this Agreement shall be deemed to create an employment, principal-agent, or partner relationship between the parties. Except as otherwise specifically stated herein, Business Associate shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement.
12. General Administrative Provisions.
 - (a) Any notices required by this Agreement will be sent to the latest known address of either party by (i) facsimile, email, registered or certified mail or by private delivery service that provides receipts to the sender and recipient, (ii) personally delivered

or (iii) by regular mail. Each party reserves the right to designate an additional address or a separate address for notices to be sent. Notices are deemed given (i) on the date of the facsimile or email transmittal, (ii) the date shown on the registered mail, certified mail or private delivery service receipt, (iii) the date personally delivered, or (iii) two business days after the date of mailing of a notice sent by regular mail.

- (b) Each party agrees to promptly perform any further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or effect its purpose.
- (c) In the event that any of the provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions will not be affected.
- (d) The waiver by a party of any breach of any term, covenant, or condition in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement. A party's subsequent acceptance of performance by the other party shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this Agreement other than the failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of the performance.
- (e) This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether written or oral, pertaining to that subject matter.
- (f) This Agreement may be executed in one or more counterparts, any one of which may be considered an original copy.

COVERED ENTITY:

BUSINESS ASSOCIATE:

Hamilton Township Fire Department

Brian Reese

By: Brian Reese
[Printed name]

Title: Fire Chief

Date: 7/14/2021

Warren County Board of Commissioners
on behalf of
Warren County Telecommunications

By: *[Signature]*
[Printed name]

Title: President

Date: 8.3.21

APPROVED AS TO FORM

[Signature]

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1062

Adopted Date August 03, 2021

ENTER INTO AGREEMENT WITH VERTIV CORPORATION ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Vertiv Corporation will provide maintenance for UPS batteries at 500 Justice Drive; and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Vertiv Corporation on behalf of Warren County Telecommunications to provide maintenance for UPS batteries at 500 Justice Drive; attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Vertiv Corporation
Telecom (file)

Proposal for Service

Vertiv Corporation

July 1, 2021

Paul Kindell
Warren County Telecom
500 Justice Dr
Lebanon, OH, 45036

July 1, 2021

Paul Kindell
Warren County Telecom
500 Justice Dr
Lebanon, OH, 45036
Q03262440-01

Phone: 513-695-1318
Email: paul.kindell@wcoh.net

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (502) 267-4696. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

RON WILGER

11513 Goldcoast Drive
Cincinnati, Ohio 45249

PHONE (513) 489-1100
FAX (513) 387-2333
EMAIL ron.wilger@climateconditioning.com

Order Q03262440-01

Q03262440-01

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.

Solutions Services:

- A long-term service plan that includes preventive maintenance, monitoring and assessments results in optimization of the entire infrastructure.

Standard Maintenance Contracts:

Site #: 137594, Warren County Telecom, 500 Justice Dr, Lebanon, OH, 45036

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)
1569460	NL UPS 30-64	CHLORIDE-UPS	1	ESSENTIAL (8/21/2021) - (8/20/2022)
1625584	SEALED BATTERY	CHLORIDE-BATT	2	ESSENTIAL (8/21/2021) - (8/20/2022)
1625585	MBC/SLIM LN CAB	CHLORIDE-UPS	1	ESSENTIAL (8/21/2021) - (8/20/2022)
1643955	APM 75	NRE90CCSA0A3650	1	ESSENTIAL (8/21/2021) - (8/20/2022)
1643956	SEALED BATTERY	NRBP9UX1L1A0578	2	ESSENTIAL (8/21/2021) - (8/20/2022)
1643957	APM45-90PERIPH	NRMB0C9C4RA0598	1	ESSENTIAL (8/21/2021) - (8/20/2022)
1643958	PPC 15-50	PPC030C241A2360	1	ESSENTIAL (8/21/2021) - (8/20/2022)
1643959	STATIC TRNS SWT	STC0100A32A360	1	ESSENTIAL (8/21/2021) - (8/20/2022)

Total price not including tax: USD \$13,875.84
any tax required must be included in customer purchase order
Payment Terms: Net 30 Days

SCOPE OF WORK

STATIC TRANSFER SWITCH

(STS1 AND STS2)

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check air filters for cleanliness (if applicable).
3. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
4. Clean any foreign material and dust from internal compartments.
5. Perform a status check of all alarm circuits. (Applicable to STS1 Only).
6. Calibration of the equipment to meet manufacturer's specifications. (Applicable to STS1 Only).
7. Operational checkout of the system to include transfers and proper status indications.
8. Check or perform Engineering Field Change Notices (FCN) as necessary.
9. Return unit to operational service with normal load then measure and verify display indications.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.

- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

POWER CONDITIONING

POWER CENTER (PPC/FPC)

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply, see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, major components, and check for proper clearance around the unit.
2. Perform an Infrared Scan (IR Scan) and verify all transformer, terminal block, and ground/neutral bus bar connections for tightness
3. Perform an Infrared Scan (IR Scan) and verify all circuit breakers including the panelboard(s) branch circuits for tightness
4. Perform an Infrared Scan (IR Scan) and verify high and low voltage junction box terminals for tightness (if applicable)
5. Perform an Infrared Scan (IR Scan) and verify all option wiring for tightness. (Spike suppressor, ground fault, phase rotation/loss)
6. Verify system control power fuses. (Equipment MUST be de-energized)
7. Verify grounding electrode conductor and any isolated grounds.
8. Verify EPO lamps are illuminated (if applicable).
9. Perform operational test of the optional local EPO. (Equipment MUST be able to be de-energized)
10. Record all the electrical data via the local display (if applicable). Ensure all values are within the specification.
11. Verify specified restart capabilities (manual or auto-restart).
12. Verify all monitoring options (if applicable) are displaying values within preset parameters.
13. Check or perform Engineering Field Change Notices (FCN) as necessary.
14. Configuration of the LDM/LDMF (for newly installed branch circuit breakers, if applicable).

1. Verify firmware and update as required.
2. Verify the location, alarm set points, number of poles, and address of every newly installed breaker.
3. Verify the CT ratio for every newly installed breaker.
4. Demonstrate use of software tools. (if applicable)
5. (Excludes interoperability with SiteScan and Building Management Systems)
6. Save the configuration file to a laptop as a backup for customer. (If applicable)

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes branch circuit breakers.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

APM UPS ONLY

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service on Vertiv UPS and Vertiv internal batteries scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage including internal batteries (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv is the OEM service provider for Liebert products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

1. Perform a temperature check on all breakers, connections and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
6. Check the inverter and rectifier snubbers for burned or broken wires.
7. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
8. Check fuses on the DC capacitor deck for continuity (if applicable).
9. With customer approval, perform operational test of the system including unit transfer and battery discharge.
10. Calibrate and record all electronics to system specifications.

11. Check or perform Engineering Field Change Notices (FCN) as necessary.
12. Measure and record all low-voltage power supply levels.
13. Record phase-to-phase input voltage and currents.
14. Review system performance with customer to address any questions and to schedule any repairs.
15. Check power capacitors for swelling or leaking oil (if applicable).
16. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
17. Measure and record harmonic trap filter currents (if applicable)

Internal Battery Full Preventive Maintenance Service (applicable to 45kVA units only)

1. Inspect the appearance and cleanliness of the battery and the battery room.
2. Clean normal cell top dirt accumulation (to be done only with battery off line).
3. Measure and record the total battery float voltage and charging current.
4. Measure and record overall AC ripple current.
5. Measure and record overall AC ripple voltage.
6. Visually inspect the jars and covers for cracks and leakage.
7. Visually inspect for evidence of corrosion.
8. Measure and record ambient temperature.
9. Verify the condition of the ventilation equipment, if applicable.
10. Verify the integrity of the battery rack/cabinet.
11. Measure and record 100% of the cell temperatures.
12. Measure and record the float voltage of all cells.1 Measure and record all internal impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.
14. Re-tighten all battery connections to the battery manufacturer's specifications, offline only.

Corrective Maintenance Performed as Required

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

All battery checks are recorded through the Field DB reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through Field DB.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.

- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

PERIPHERALS MAINTENANCE BYPASS CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE DISTRIBUTION CABINET

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of alarm circuits. (If Applicable).
5. Calibration of the equipment to meet manufacturer's specifications (if applicable).
6. Operational checkout of the system to include transfers and proper status indications.
7. Check or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

ASSUMPTIONS AND CLARIFICATIONS

Includes 100% parts coverage, excluding circuit breakers and switches.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

STATIONARY BATTERY SYSTEMS

URLA (SEALED) BATTERY

ESSENTIAL SERVICE - 2 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply, see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

****During the initial PM visit, an Annual Service PM must be performed.****

Semi-Annual Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal jar top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record the overall AC ripple voltage.
4. Measure and record the overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the integrity of the battery rack/cabinet.
9. Measure and record 100% of the jar temperatures.
10. Measure and record the float voltage of all cells.
11. Measure and record all internal ohmic readings.
12. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

13. Verify approval for Battery Life program.

Annual Service (includes the above, plus)

1. Re-tighten all battery connections to the battery manufacturer's specifications, if required. Refer to the manufacturer's literature to determine if re-tightening is required.
2. Measure and record all battery connection resistances in micro-ohms, when applicable.

Corrective Maintenance Performed as Required

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

Conditions for Single Jar Replacement Service for Lead Acid Batteries

1. The Customer is covered by an Essential or Preferred Contract.
2. The battery string is in overall good health as determined by Vertiv; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.
3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv.
4. Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

ASSUMPTIONS AND CLARIFICATIONS

Does not include labor for full-string replacement.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS NON-VERTIV ALL 3-PHASE MODELS ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply, see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.

SERVICE PERFORMED

UPS Preventive Maintenance Service

1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check rectifier and inverter snubber boards for discoloration.
4. Check power capacitors for swelling or leaking oil. (if applicable)
5. Check for DC capacitor vent caps that have extruded more than 1/8". (if applicable)
6. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
7. Measure and record harmonic trap filter currents. (if applicable)
8. Check the inverter and rectifier snubbers for burned or broken wires.
9. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
10. Check fuses on the DC capacitor deck for continuity (if applicable).
11. With customer approval, perform operational test of the system including unit transfer and battery discharge.
12. Calibrate and record all electronics to system specifications.
13. Measure and record all low-voltage power supply levels.
14. Record phase-to-phase input voltage and currents.
15. Review system performance with customer to address any questions and to schedule any repairs.

Battery Inspection Service

1. Check integrity of battery cabinet (if applicable).
2. Visual inspection of the battery cabinet and/or room to include:

1. Check for NO-OX grease or oil on all connections (if applicable).
 2. Check battery jars for proper liquid level (if flooded cells).
 3. Check for corrosion on all the terminals and cables.
 4. Examine the physical cleanliness of the battery room and jars.
3. Measure and record DC bus ripple voltage (if applicable).
 4. Measure and record total battery float voltage.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes batteries, air filters, proactive full bank capacitor and proactive full fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

Order Number: Q03262440-01

Purchase Order must be assigned to:

Vertiv Corporation
1050 Dearborn Dr.
Columbus, OH 43085

Payment remittance address:

Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

EXCITING NEWS: On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity.
Visit <http://vertivco.com/legalentityinfo> for changes you may need to make.

PO should be e-mailed or faxed with signed proposal to:

Climate Conditioning Company c/o RON WILGER
Attn: RON WILGER
Email: ron.wilger@climateconditioning.com
Fax: (513) 387-2333

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: Yes No

If PO **NOT** attached, please specify reason: _____

Invoice Delivery Method: Web Billing (Attach Instructions) Mail Other _____
 Accounts Payable Email _____@_____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: Yes (Attach tax exempt certificate) No

Site Services/IT Contact Person: _____ Phone: _____

**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.


Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such Invoices by authority of the signature below.

Thank you for your business.

Proposed By:


 7/23/21
RON WILGER Date

Accepted By:

 8-3-21
Buyer Signature Required Date

David G. Young President 513-446-1250
Printed Name Title Phone

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

SERVICES TERMS AND CONDITIONS

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer

and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Excluding Seller's negligence, Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE, EXCLUDING SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND THIRD PARTY INDEMNIFICATION OBLIGATIONS, IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance of Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

9. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

10. **CHANGES:** Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-

to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

11. **NUCLEAR/MEDICAL:** SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

13. **INSPECTION:** Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

14. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following upon written agreement between the parties: a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

15. **DRAWINGS:** Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

16. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

17. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services.

18. **GENERAL PROVISIONS:** These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Warren, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

19. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform Services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that

Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

20. **INDEMNITY:** As to Seller provided Services, Seller agrees to protect, defend (using counsel selected and compensated by Seller), hold harmless, and indemnify Buyer from and against third party claims for bodily injury including death, or tangible property damage to the extent caused by the negligent acts or omissions of Seller employees, agents, or subcontractors in performing Services.

Such indemnification shall extend to claims initiated within two (2) years from the date services were performed causing such claim to arise, shall be reduced to the extent any injury or property damage is caused by others, and is conditioned upon: (a) Buyer provision of timely notification of claim and all reasonable documentation and assistance and (b) Seller assumption of the claim defense to include the right to oppose or settle same at its reasonable discretion.

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF FRANKLIN

I, Dawn Bateman, holding the title and position of Customer Compliance Specialist at the firm Vertiv Corporation, 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.

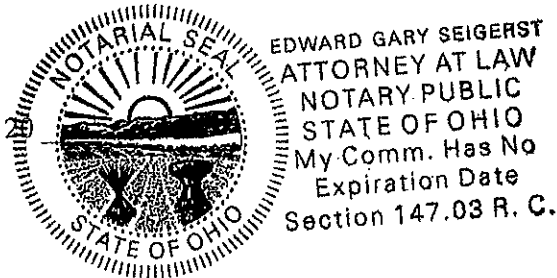
[Signature]
AFFIANT

Subscribed and sworn to before me this 8th day of July 2021

[Signature]
(Notary Public),

Delaware County.

My commission expires _____



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1063

Adopted Date August 03, 2021

APPROVE EXTENSION OF THE AGREEMENT WITH SALVATORE CONSIGLIO, CPA, INC, AS WIOA FISCAL AGENT FOR THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, Resolution Number 19-0954 approved and entered into a Service Agreement with Salvatore Consiglio, CPA, Inc., to provide Workforce Innovation and Opportunity Act (WIOA) Fiscal Agent Services for the Area 12 Workforce Development Board; and

WHEREAS, the Board of County Commissioners and Salvatore Consiglio, CPA, Inc. mutually desire to continue said services July1, 2021 through June 30,2022; and

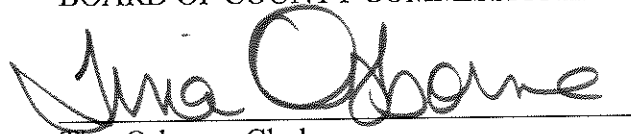
NOW THEREFORE, BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the extension which extends the contract with the said Provider through June 30, 2022, copy of said extension is attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Salvatore Consiglio, CPA, Inc.
Area 12 WIB (file)

WIOA Fiscal Agent Agreement Extension


WHEREAS, Resolution Number 19-0954 approved and entered into a Service Agreement with the Salvatore Consiglio, CPA, Inc., beginning July 1, 2019, and ending June 30, 2021, to provide Workforce Innovation and Opportunity Act (WIOA) Fiscal Agent Services for the Area 12 Workforce Development Board; and

WHEREAS, WIBBCW or provider/vendor may terminate this contract/subgrant agreement for convenience upon 30 days written notice to the other; and

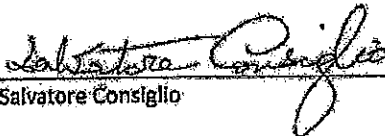
WHEREAS, The WIBBCW reserves the right to unilaterally amend this Agreement to be in compliance with 2 CFR 200 required contract elements; and

WHEREAS, the Board of County Commissioners and Salvatore Consiglio, CPA, Inc., mutually desire to continue said services through WIOA Program Year 2021-2022; and

NOW THEREFORE BE IT RESOLVED, that the "WIOA Fiscal Agent Agreement" approved pursuant to Resolution Number 19-0954 not to exceed the planning amount of \$70,000.00 PY21/FY22 WIOA funds for July 1, 2021, ending June 30, 2022.



Chair/Vice Chair
BCW/Workforce Board




Salvatore Consiglio

7-1-21
Date

6/30/2021
Date

Approved as to Form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Keith Anderson, Asst. Prosecutor

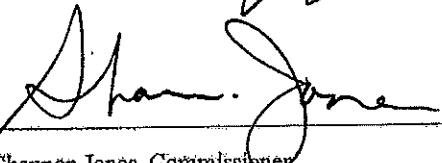
FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

Warren County Board of County Commissioners



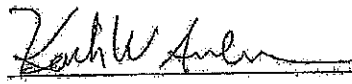
David Young, Commissioner



Shamon Jones, Commissioner

Thomas Grossman, Commissioner

Approved as to form:



Warren County Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1064

Adopted Date August 03, 2021

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTION

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

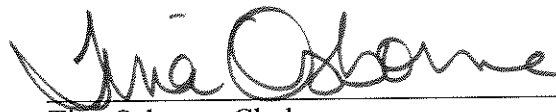
NOW THEREFORE BE IT RESOLVED, to acknowledge approval of the attached financial transaction as attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Appropriation Adj. file
OMB (file)

APPROVE APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND #11011110

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 7,000.00	from	#11011110-5400	(General – Purchased Services)
	into	#11011110-5410	(General – Contracts BOCC Approved)

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

M
M
M

Resolution adopted this day of August 2021.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
OMB (file)

R Zindel
To be ratified 8-3-21

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1065

Adopted Date August 03, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 7/27/21 and 7/29/21, as attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1066

Adopted Date August 03, 2021

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL APPROPRIATION INTO WORKFORCE INVESTMENT FUND #2238

WHEREAS, an amended certificate needs to be accepted and a supplemental appropriation be approved; and

NOW THEREFORE BE IT RESOLVED, accept an amended certificate increasing fund #2238 by \$600,000; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

\$600,000 into #22385802-5410 (WIB – Contracts BOCC Approved)

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App file
Amended Certificate file
Workforce Investment Board (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, July 30th, 2021

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2021, 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 - Special Revenue	Jan. 1st, 2021	Taxes	Other Sources	Total
Workforce Investment Board	(\$244,147.80)		\$3,258,839.00	\$3,014,691.20
Fund 2238				
TOTAL	(\$244,147.80)	\$0.00	\$3,258,839.00	\$3,014,691.20

_____)
 _____)
Matt Nolan Bp) Budget
 _____) Commission
 _____)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1067

Adopted Date August 03, 2021

APPROVE A SUPPLEMENTAL APPROPRIATION INTO HUMAN SERVICES FUND 2203

BE IT RESOLVED, to approve the following supplemental appropriation:

\$2,000.00 into 22035310-5911 (Non-Taxable Meals)

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Human Services (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1068

Adopted Date August 03, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE – CORRECTIONS FUND #11012210

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

\$1,675.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(Sheriff's Office - Correction - Vacation Leave Payout)

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1069

Adopted Date August 03, 2021

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

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

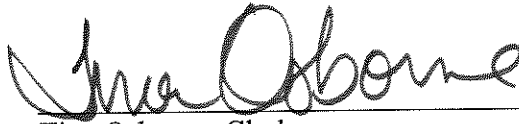
\$157.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(Juvenile Detention Center - Vacation Leave Payout)

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1070

Adopted Date August 03, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES OFFICE FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services Office Fund #11012850 in order to process a vacation leave payout for Tammi Wolf former employee of Emergency Services:

\$1,617.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012850-5882	(EMS Dispatch - Vacation Leave Payout)

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1071

Adopted Date August 03, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from #11011220-5820 (Health/Life Insurance)
into #11011220-5850 (Training/Education)

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1072

Adopted Date August 03, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 4,000.00 from #11011223-5102 (Regular Salaries)
into #11011223-5850 (Training/Education)

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1073

Adopted Date August 03, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#10111240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #11011240:

\$ 10,000.00	from	11011240-5415	(Indigent Attorneys)
	into	11011240-5400	(Juv Ct Purchased Services)

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1074

Adopted Date August 03, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

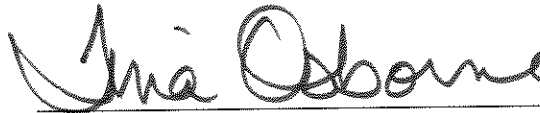
\$ 9,700.00 from #11012810-5210 (Materials & Supplies)
into #11012810-5410 (Contract BOCC approved)

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1075

Adopted Date August 03, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/
COMMUNICATIONS FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,500.00 from #11012850-5210 (Material & Supplies)
 into #11012850-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1076

Adopted Date August 03, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/
EMERGENCY MANAGEMENT FUND #2264

BE IT RESOLVED, to approve the following appropriation adjustment:

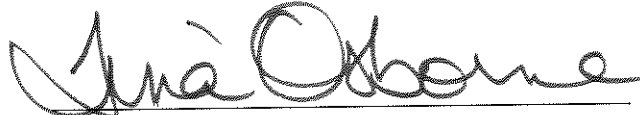
\$1,739.72	from	#22642800 5102	(Regular Salaries)
	into	#22642800 5882	(Vacation Leave Payout)

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1077

Adopted Date August 03, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SOLID WASTE
MANAGEMENT DISTRICT FUND #2256

WHEREAS, funds are needed to cover anticipated costs for vacation payouts; and

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

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


\$2,000.00	from	#22564410-5210	(Materials & Supplies)
	into	#22564410-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Solid Waste (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1078

Adopted Date August 03, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
TEL	VERTIV CORPORATION	"RENEWAL" UPS BATTERIES MAINTENANCE RENEWAL	13,875.84
CSV	PROFESSIONAL DEVELOPMENT ACADEMY	ENROLLMENT FEE FOR NACO HIGH PERFORMANCE	1,545.00
WIB	SALVATORE CONSIGLIO CPA INC	WIB FISCAL AGENT FEE	30,000.00
OGA	SHARED HARVEST FOOD BANK	FY-19 CDBG PROGRAM-CV AMENDMENT #2	241,983.00
OGA	FAMILY PROMISE OF WARREN COUNTY	FY-19 CDBG PROGRAM-CV AMENDMENT #2	270,574.00
OGA	FAMILY PROMISE OF WARREN COUNTY	FY-19 CDBG PROGRAM-CV AMENDMENT #2	22,548.00
OGA	FILLMORE CONSTRUCTION LLC	FY2021 FRANKLIN TWP PENNYROYAL ROAD PAVING CDBG	138,618.70

8/3/2021 APPROVED:



Tiffany Zindel, County Administrator