

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

# Resolution

Number 23-1588

Adopted Date November 28, 2023

APPROVE PROMOTION OF ARLIS SHANE AMMONS TO THE POSITION OF SEWER COLLECTIONS WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Ammons has obtained his Class 1 collections license and is eligible to be promoted to a Sewer Collections Worker III classification; and

WHEREAS, it is the desire of the Board to promote Mr. Ammons to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Arlis Shane Ammons to the position of Sewer Collections Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, 28.00 per hour, effective pay period beginning November 18, 2023.

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
A. Ammons' Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 23-1589

Adopted Date November 28, 2023

ACCEPT RESIGNATION OF ABBIE DOWNEY, TRAINING COORDINATOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE DECEMBER 5, 2023

BE IT RESOLVED, to accept the resignation of Abbie Downey, Training Coordinator, within the Warren County Department of Job and Family Services, Children Services Division, effective December 5, 2023.

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 23-1590

Adopted Date November 28, 2023

ACCEPT RESIGNATION OF ALEX HOBBS, CONTROL SYSTEMS TECHNICIAN II,  
WITHIN WARREN COUNTY WATER AND SEWER DEPARTMENT EFFECTIVE  
NOVEMBER 24, 2023

BE IT RESOLVED, to accept the resignation of Alex Hobbs, Control Systems Technician II,  
within Warren County Water and Sewer Department, effective November 24, 2023.

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

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

Resolution adopted this    day of November 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc:    Water and Sewer (file)  
      A. Hobbs' Personnel File  
      OMB – Sue Spencer  
      Tammy Whitaker

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

# Resolution

Number 23-1591

Adopted Date November 28, 2023

APPROVE APPOINTMENT OF JAMES LYONS TO FILL THE UNEXPIRED TERM OF JEFF HARRIS AS WARREN COUNTY APIARY INSPECTOR

BE IT RESOLVED, to approve the appointment of James Lyons, 406 S. Belmont Avenue, Springfield, Ohio 45505, as Warren County's Apiary Inspector to fill the unexpired term of Jeff Harris; said term to expire December 31, 2023; and

BE IT FURTHER RESOLVED, to also appoint Mr. Lyons as Apiary Inspector for 2024; said term to expire December 31, 2024.

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/ll

cc: Appointments file  
Appointee  
Ohio Dept. of Agriculture  
L. Lander

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

# Resolution

Number 23-1592

Adopted Date November 28, 2023

AUTHORIZE THE WATER AND SEWER DEPARTMENT TO ENTER INTO NEGOTIATIONS WITH WESSLER ENGINEERING FOR THE DESIGN OF THE MIDDLETOWN JUNCTION WELLFIELD DEVELOPMENT PROJECT

WHEREAS, pursuant to Resolution #23-1125, adopted September 5, 2023, this Board issued a Request for Qualifications for the procurement of professional engineering services for the design of three raw water production wells at the Middletown Junction Wellfield; and

WHEREAS, on or before November 3, 2023, the Water and Sewer Department received five sealed qualification submittals; and

WHEREAS, a committee comprised of individuals from the Water and Sewer Department reviewed and evaluated the submittals with a summary of the evaluations included below; and

ENGINEERING FIRM	TOTAL	RANK
Wessler Engineering	261	1
Fishbeck	241	2
Jones & Henry	215	3
Structure point	211	4
New River Engineers	115	5

WHEREAS, the Water and Sewer Department requests authorization to begin contract negotiations with the top ranked engineering firm; and

NOW THEREFORE BE IT RESOLVED, to authorize the Water and Sewer Department to initiate negotiations with Wessler Engineering for the proposed improvements.

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Bid file  
Project File

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

# Resolution

Number 23-1593

Adopted Date November 28, 2023

**ENTER INTO CONTRACT WITH LARRY SMITH INCORPORATED FOR THE PEKIN  
ROAD AT STATE ROUTE 123 WATERMAIN REPLACEMENT PROJECT**

WHEREAS, pursuant to Resolution #23-1474 dated November 7, 2023, this Board approved a Notice of Intent to Award Bid for the Pekin Road at State Route 123 Watermain Replacement Project to Larry Smith Incorporated, for a total bid price of \$106,390.00; 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 Larry Smith Incorporated, 5737 Dry Fork Road, Cleves, Ohio 45002 for a total bid price of \$106,390.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

kp/

cc: c/a— Larry Smith Incorporated, Inc.  
Water/Sewer (file)  
OMB Bid file

**SECTION 00 60 10  
CONTRACT**

THIS AGREEMENT, made this 28 day of November, 2023, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Larry Smith Incorporated, 5737 Dry Fork Road, Cleves, Ohio 45002**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

**PEKIN ROAD AT STATE ROUTE 123 WATERMAIN REPLACEMENT PROJECT**

hereinafter called the project, for the sum of **\$106,390.00 (One Hundred Six Thousand, Three Hundred Ninety Dollars and No Cents)**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as 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 Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

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 shall complete all work within the following requirements:

Substantial Completion: 150 Days from Notice to Proceed.

Final Completion: 180 Days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

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

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the 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's fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in 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 subcontractors 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 Conditions and as amended in the Supplemental Conditions and in such amounts as required by the Contract Documents.

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

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

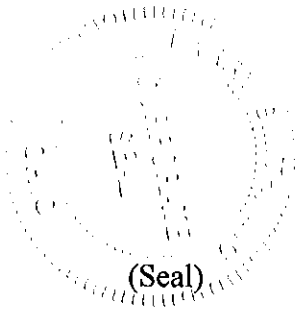
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual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

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



WARREN COUNTY BOARD OF COMMISSIONERS  
(Owner)

Shannon Jones  
Shannon Jones, President



(Seal)

ATTEST:

[Signature]

LARRY SMITH INCORPORATED  
(Contractor)

By: [Signature]  
Name

CHIEF ESTIMATOR  
Title

Approved as to Form:

[Signature]  
Assistant Prosecutor

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

# Resolution

Number 23-1594

Adopted Date November 28, 2023

APPROVE AGREEMENT AND ADDENDUM WITH JUST LIKE US ENRICHMENT AGENCY RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve agreement and addendum with Just Like Us Enrichment Agency relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Just Like Us Enrichment Agency  
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

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

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

Collectively the "Parties".

## Table of Contents

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

## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **09/28/2023** through **05/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

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

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

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

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

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

The following definitions govern this Agreement:

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

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

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

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

Emergency situations include but are not limited to the following:

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

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

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

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

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



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

## Article VI. AGENCY RESPONSIBILITIES

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

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

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

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

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

- A. The maximum amount payable pursuant to this contract is **\$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 Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by

the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

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

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

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

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the

Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

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

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the

children's and families' documentation is protected and maintained in a secure and safe manner.

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

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

#### Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

## Article XII. INDEPENDENT CONTRACTOR

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

## Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster

- homes, and substance use disorder (SUD) residential facilities".
2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
  4. JFS 02911 Single Cost Report Instructions.
  5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  7. 2 CFR part 200.501, Audit Requirements.

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

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

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

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

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

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

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

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

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

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

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



## **Article XVIII. NO ASSURANCES**

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

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

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

## **Article XX. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

- A. Criminal Record Check

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

**B. Transportation of Child**

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

**C. Rehabilitation**

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

**D. Verification of Job or Volunteer Application:**

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

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

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

#### **Article XXIV. FINDINGS FOR RECOVERY**

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

#### **Article XXV. PUBLIC RECORDS**

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

#### **Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

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

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

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

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

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

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

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

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

**Article XXX. SEVERABILITY**

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

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

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

**Article XXXII. COUNTERPARTS**

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

**Article XXXIII. APPLICABLE LAW AND VENUE**

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

**SIGNATURES OF PARTIES:**

**Provider: Just Like Us Enrichment Agency**

Print Name & Title	Signature	Date
Angelique Payne, Administrator	Angelique Payne	10.2.2023


**Agency: Warren County Children Services**

Print Name & Title	Signature	Date
Shawna Jones, Director	Shawna Jones	11-16-23

**Additional Signatures**

Print Name & Title	Signature	Date
Shannon Jones, President	Shannon Jones	11-28-23

**APPROVED AS TO FORM**

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

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

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

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

**AMENDMENT #5:**

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

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



**AMENDMENT #6:**

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number

dated Angeline Payne of Just Like Us. Enrichment and by the duly authorized Angeline Payne Provider.

**SIGNATURES OF PARTIES:**

Shannon Jones  
President  
Warren County Board of Commissioners

Date 11.28.23

Just Like Us Enrichment  
Angeline Payne  
Provider

Date 11.5.2023

Reviewed by:

Shauna Jones  
Director  
Warren County Children's Services

Approved as to Form:

Kathryn M. Horvath  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

Angelique Payne, holding the title and position of Administrator at the firm Just Wellness Enrichment that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Angelique Payne  
AFFIANT

Subscribed and sworn to before me this 7 day of October 20 23

Krystle Flowers  
(Notary Public),  
Hamilton County.

My commission expires May 18 20 26



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

Title IV-E Schedule A Rate Information  
 Agency: Warren County Children Services  
 Provider / ID: Just Like Us Enrichment Agency / 28420781

Run Date: 09/28/2023  
 Contract Period: 09/28/2023 - 05/31/2024

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Hazelton Court Group Home (20990)	7653663		\$187.50	\$12.50							\$200.00	09/28/2023	05/31/2024
Hazelton Court Group Home (20990)	7653663		\$237.50	\$12.50							\$250.00	09/28/2023	05/31/2024
Hazelton Court Group Home (20990)	7653663		\$285.50	\$14.50							\$300.00	09/28/2023	05/31/2024
Hazelton Court Group Home (20990)	7653663		\$359.50	\$15.50							\$375.00	09/28/2023	05/31/2024
Hazelton Court Group Home (20990)	7653663		\$385.00	\$15.00							\$400.00	09/28/2023	05/31/2024
Hazelton Court Group Home (20990)	7653663		\$460.00	\$15.00							\$475.00	09/28/2023	05/31/2024



**Department of  
Job and Family Services**

**Mike DeWine**, Governor  
**Jon Husted**, Lt. Governor

**Matt Damschroder**, Director

May 4, 2022

Dexter Payne, President  
Just Like Us Enrichment Agency  
1705 Valdosta Drive  
Cincinnati, Ohio 45246

**RE: Issuance of an Amended Full Certificate to Perform Specific Functions to: Just Like Us Enrichment Agency, 2799 Hazelton Court, Cincinnati, Ohio 45251 (Amendment Study ID# 0000005112)**

Dear Mr. Payne:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing an amended full certificate to the above named agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the amended certificate that is in effect from **March 25, 2022 through December 28, 2023**.

The following functions are hereby under full certification:

- To operate a Group Home(s).

**Type:** Group Home

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

**Capacity:** 6

**Gender:** Male

**Age Range:** 12 years to 17 years 11 months of age and serves mentally or physically handicapped persons under 21 years of age.

The amendment reflects the following change(s):

- Relocation of the agency administrative office and group home from 3610 Sweetwood Court, Cincinnati, Ohio 45251 to 2799 Hazelton Court, Cincinnati, Ohio 45251.

30 East Broad Street  
Columbus, OH 43215  
jfs.ohio.gov

This institution is an equal opportunity provider and employer.



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

# Resolution

Number 23-1595

Adopted Date November 28, 2023

ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS  
WARREN COUNTY

BE IT RESOLVED, to enter into Classroom Training Agreement with the following company, as attached hereto and made part hereof:

MedCerts  
14143 Farmington Road  
Livonia, MI 48154

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

## ***Classroom Training Agreement***

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and MedCerts, 14143 Farmington Road, Livonia, MI 48154 hereinafter referred to as "Contractor".

### **Purpose:**

This Agreement is entered into in order that the Contractor may provide occupational skills trainings.

### **Terms of the Agreement:**

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

### **Responsibilities of the Contractor:**

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.



10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$1,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

**Responsibilities of OMJWC:**

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

**General Provisions:**

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

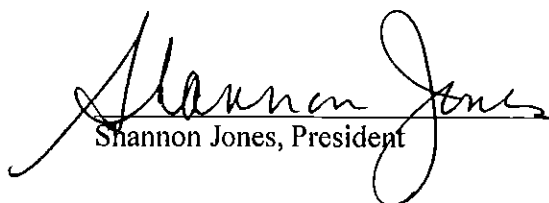
**Assurances and Certifications:**

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors, and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

**Signature Page**

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

**Warren County Board of Commissioners**

  
\_\_\_\_\_  
Shannon Jones, President

11-28-23  
Date

**Contractor**


  
\_\_\_\_\_  
Authorized Contractor Signature

11/17/2023  
Date

Richard Bompa  
\_\_\_\_\_  
Typed Name of Authorized Contractor

11/17/2023  
Date

**Approved as to form:**

  
\_\_\_\_\_  
Adam Nice, Asst. Prosecutor

11/21/23  
Date

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

# Resolution

Number 23-1596

Adopted Date November 28, 2023

ENTER INTO AGREEMENT WITH eGROUP HOLDING COMPANY, LLC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to enter into an agreement with eGroup Holding Company, LLC for review and ensuring that Microsoft environments are ready for the replacement multi-factor authentication installation and meet best practices on behalf of Warren County Telecommunications, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—eGroup Holding Company, LLC  
Telecom (file)

# Warren County Telecommunications

Master Service Agreement

Master Service Agreement

Warren County Telecommunications  
500 Justice Drive | Lebanon, Ohio 45036  
Master Service Agreement  
MSA10302023A  
10/30/2023

---

## Contents

1	INTRODUCTION.....	3
2	TERMS AND CONDITIONS.....	3
3	EXHIBIT A: DEFINITIONS.....	15
4	ACCEPTANCE.....	16

## 1 Introduction

This Master Service Agreement (the "MSA") numbered MSA10302023A, dated as of 10/30/2023 (the "Effective Date"), is made between eGroup Holding Company, LLC, a South Carolina limited liability company ("eGroup") and Warren County Telecommunications ("Warren County Telecommunications", "Client"). eGroup and Warren County Telecommunications are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Now, therefore, in consideration of the foregoing and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

## 2 Terms and Conditions

This Statement of Work (the "SOW") numbered MSA10302023A, and dated 10/30/2023 (the "Effective Date"), is made between eGroup | Enabling and Warren County Telecommunications. eGroup | Enabling and Warren County Telecommunications are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Now, therefore, in consideration of the foregoing and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

### 1. Purpose and structure of agreement.

- a. Purpose of agreement. eGroup desires to enter into an agreement for the provision of certain software products (the "products") and/or services (the "services") to client.
- b. Structure of agreement. The agreement (as defined below) consists of (i) the provisions set forth in this by SOW and the exhibits referenced herein, (ii) any SOWs (as defined below) executed by the parties pursuant to the terms of this SOW, including any schedules or exhibits referenced in each such SOW and (iii) any pos (as defined below) executed by the parties pursuant to the terms of this SOW. The parties agree to the terms and conditions set forth in this SOW and each SOW and/or po executed by the parties referencing this SOW. Each SOW and/or po is incorporated into this SOW, and the applicable portions of this SOW are incorporated into each SOW and/or po. This SOW and any SOWs and/or pos are herein collectively referred to as the "Agreement."
- c. Definitions. All capitalized terms used in the SOW shall have the meanings set forth in Exhibit A attached hereto. Other capitalized terms used in the agreement are defined where they are used and have the meanings so indicated.
- d. Statements of work and purchase orders. The services and products will be described in and be the subject of (i) one or more statements of work (each an "SOW" and collectively, "SOWs") executed by the parties pursuant to this SOW, (ii) one or more purchase orders (each a "po" and collectively, "pos") executed by the parties pursuant to this SOW, and (iii) this SOW. In the event of a conflict, the provisions of any SOW or PO shall be governed by the terms of this SOW, unless an individual SOW or PO indicates the clear intent of the parties that such conflicting term prevails over a provision of this SOW.

### 2. The services and products.

- a. eGroup will perform certain services and create or provide certain products, as more particularly described in the SOWs and/or pos which will be entered into from time to time and, upon execution by the parties, will be incorporated and made part of this agreement. No obligation to provide any services shall be incurred by eGroup prior to receipt of an



SOW, signed by both parties and a po, signed by client, that authorizes the performance of such services. The existence of this SOW shall not be construed as imposing any obligation upon eGroup to agree to an SOW and/or po or to otherwise perform any services for client; provided, however, that the terms and conditions set forth in this agreement shall govern all matters between the parties for the duration of this SOW and any SOWs and/or pos issued hereunder.

- b. At a minimum, (i) each SOW will include: (a) a description of each party's obligations, including the services and/or products to be furnished by eGroup; (b) an estimated performance schedule; (c) completion criteria that eGroup will meet to fulfill its obligations under the SOW; (d) the applicable fees and payment terms related thereto; (e) terms related to the change management process pursuant to which change orders are issued and (f) identification of primary contacts for eGroup and client; and (ii) each po will include: (a) the SOW project name and this SOW number, (b) the specific services and/or products, (c) quantity, (d) total purchase price, (e) bill-to and ship-to addresses, and (f) any other special instructions.
- c. The parties acknowledge and agree that during the term of the agreement, the services may be modified and/or expanded from time to time upon a written change order executed by an authorized representative of each party, as set forth in the applicable SOW. For the sake of clarity, any services that are performed outside of the scope of the SOW (including, but not limited to, any modifications to such scope based on discoveries during the initial implementation meeting) will require a change order. Any change order will be subject to eGroup's then current time and materials rate.
- d. eGroup will perform the services during eGroup's and client's normal business hours unless otherwise agreed. Access to client's place of business outside of normal hours will be at the discretion of client's staff, as set forth in the applicable SOW or PO, and must be mutually agreed upon by client and eGroup. Client agrees to comply with all reasonable requests of eGroup and shall provide eGroup's personnel with access to all documents and the facilities as may be reasonably necessary for the performance of the services under the agreement. Client agrees to furnish without charge adequate space at client's premises for use by eGroup's personnel while performing the services.
- e. eGroup shall have a lead-time of up to 30 days to schedule services from the date that the signed po is received from client. eGroup reserves the right to reschedule services based upon events outside of eGroup's control. In addition, eGroup is not responsible for the failure to perform services in the event that eGroup is unable to access client's place of business which is caused by client, client's staff, or other associates or third parties operating under the control of client.
- f. Products shipped are f.o.b. points of origin. Title to and risk of loss of all products shall pass from eGroup to client upon delivery of products to the carrier. Client shall pay all freight, handling, delivery, special packing, and insurance charges for shipment of products. Choice of carrier and shipping method and route shall be at the election of eGroup. eGroup shall have the right to deliver all products at one time or in separate shipments from time to time, within the time for delivery provided in the applicable SOW or PO. Client agrees to inspect and/or test the products promptly upon receipt.
- g. Upon completion of the services and/or delivery of the products, client will review the services and products to confirm that the services and/or products meet client's reasonable business requirements and comply with the specifications in the applicable SOW. Client shall notify eGroup in writing within 30 days after completion of the services and/or delivery of the products of any defects or discrepancies in the quality or quantity, and eGroup will

use its best efforts to correct said deficiencies and re-deliver the services and/or the products. The passage of the 30-day period after completion of the services and/or delivery of the products without the notification described herein shall constitute client's final acceptance of such services and/or products.

- h. Notwithstanding anything herein to the contrary, no item will be accepted for return without a valid return number. Due to manufacturers' restrictions, eGroup reserves the right to refuse a product for return. Certain items such as software, special orders and discontinued products are sold "as is" and cannot be returned. Final acceptance of the return is conditional upon receipt of the product in "like new" condition with all parts, packing materials and documentation intact. eGroup reserves the right to refuse a return which is not in "like new" condition. Cod shipments will be refused.
- i. Client acknowledges and agrees that eGroup may use subcontractors and consultants to perform the services to be provided under this agreement.

**3. Fees and expenses.**

- a. **Fees.** As compensation for performing all services specified in this agreement and for assuming all duties, responsibilities, and obligations required by this agreement, client will compensate eGroup for all fees (the "fees") incurred in accordance with (i) first, the terms of this SOW and any SOW and/or po entered into by the parties; and (ii) notwithstanding anything to the contrary set forth in this SOW or the applicable SOW, the rates specified in either: (a) eGroup's then-current price list, less any applicable discount at the time of eGroup's acceptance of client's po or (b) a written price quotation submitted by eGroup. eGroup may increase the hourly rate charges for the services by providing client with at least 15 days written notice of such increases. Rates are exclusive of taxes, levies, duties, governmental charges, and expenses (with the exception of any eGroup's income taxes), which amounts will be billed to and paid by client (or, if applicable, client shall provide eGroup with tax exemption certificates reasonably acceptable to eGroup). Applicable taxes, if any, will be billed as a separate item on the invoice. eGroup reserves the right to increase the fees in the event that client determines any withholding tax obligation prevents eGroup from receiving the specified fees for such services pursuant to this Section 3(a).
- b. **Expenses.** eGroup may invoice Client for reasonable expenses incurred by eGroup in connection its performance under this agreement, including, but not limited to: (i) installation, relocation and removal charges relating to any service and (ii) travel, meals and lodging associated with the services (together, the "expenses"). For the sake of clarity, such expenses will be invoiced monthly during the term of this agreement and are due Net 30 days from the date of the invoice.
- c. **Billing and payment.**
  - i. eGroup shall prepare and submit invoices to client via [**mail / email**] for (a) all services performed, and expenses incurred in accordance with the terms provided in the applicable SOW and (b) any products delivered, on or any time after the completion of the delivery. Client will pay invoices net 30 days from the date of the invoice.
  - ii. Unless this agreement is otherwise terminated pursuant to Section 4, any block of hours agreements, as set forth in the applicable SOW, will be valid for one year from the date set forth therein. Any unused hours, as set forth in such SOW, will be forfeited after the one-year period and client will not be entitled to a refund for any unused hours.

III. Payments due under this agreement must be made by wire transfer, certified check, bank check, valid visa, American express or master card credit card or such other method as may be agreed upon by eGroup; provided, however, that eGroup will charge a fee equal to 3% of the aggregate amount of any such payments due under this agreement, for accepting payment by way of credit card. Client shall have no right of offset or withholding under this agreement. Any amounts not paid by client when due to eGroup shall be subject to interest charges, from the date due until paid, at the rate of 10% per month, or the highest interest rate allowable by law (whichever is less), payable monthly. If any amounts due to eGroup from client becomes past due for any reason, eGroup may, at its option and without further notice, withhold further services until all invoices have been paid in full, and such withholding of services shall not be considered a breach or default of any of eGroup's obligations under this agreement. eGroup reserves the right to adjust payment terms at any time due to consistent delays in payment by client. If payment has not been received within three months after the due date, eGroup will have no other option but to undertake collection and enforcement efforts.- eGroup may seek reimbursement for all reasonable costs incurred in collecting any late payments, including, without limitation, attorney's fees. Any payments made via wire transfer should be sent to:

eGroup  
PO box 38  
Mt. Pleasant, SC 29465

US Wire Instructions:  
Woodforest National Bank  
25231 Grogan's Mill Rd.  
The Woodlands, TX 77380  
Routing/ABA: 113008465  
Account Number: 1312046657

- iv. **Disputed charges.** Written notice of any disputed charge must be received by eGroup within 20 days of the date of issuance of the invoice in question or client forfeits the right to dispute the charge. This notice must include the invoice number in dispute, the item(s) and amount(s) disputed and a complete description of the basis for client withholding payment. Notice of any disputed charge does not release client from the obligation of paying any remaining balance of the invoice under the terms specified. Upon resolution of the disputed charge, eGroup will issue a credit memo or client will pay the total amount outstanding referenced by the dispute. Any disputed charge resolved in eGroup's favor shall be liable to accrue late payment fees based on the terms set forth in this agreement.
- d. **Compliance with laws; permits and licenses.** Client agrees, at its own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted under this agreement. It shall be the responsibility of client to pay for any necessary licenses, permits, insurance and approvals as may be necessary for the performance of the services under this agreement, unless otherwise specified in an SOW and/or po. If required for installation of products delivered to client, client is responsible for purchasing the minimum number of licenses to support the appropriate solution.

**4. Term and termination.**

- a. **Term of agreement.** The term of this agreement shall commence on the effective date and will continue indefinitely until either party gives notice to the other party of its intent to terminate this agreement as provided herein; provided, that, if at the expiration of this agreement, there is an outstanding SOW or PO that has not been completed, this agreement will remain in effect until (i) the date of expiration or termination of such SOW or PO, or (ii) the date upon which the products and/or services to be provided thereunder have been delivered (and if applicable, accepted by client), whichever is later.
- b. **Termination for breach.** Either party may terminate this agreement at any time in the event of a breach by the other party of a material covenant, commitment or obligation under this agreement that remains uncured: (i) in the event of a monetary breach, five calendar days following written notice thereof; and (ii) in the event of a non-monetary breach, after 30 days following written notice thereof. The non-breaching party shall have the right to suspend its performance under this agreement during any such notice period under this Section 4(b). Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either party. Termination shall be in addition to any other remedies that may be available to the non-breaching party.
- c. **Termination for bankruptcy, insolvency, or financial insecurity.** Either party may terminate this agreement immediately at its option upon written notice if the other party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within 90 calendar days after its filing; (iii) ceases to do business in the normal course; or (iv) makes an assignment for the benefit of creditors. This agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this agreement pursuant to 11 U.S.C. §365.
- d. **Termination for convenience.** Notwithstanding anything in the applicable SOW or PO to the contrary, either party may terminate this agreement at any time with or without cause by giving 30 days prior written notice.
- e. **Effects and obligations upon termination.**
  - I. Each service provided hereunder will terminate immediately upon termination of this agreement, unless otherwise agreed by the parties. Notwithstanding the foregoing, the parties' ongoing obligations under any non-terminated SOWs will continue through the end of their defined term, unless otherwise agreed by the parties in writing. If, following termination of this agreement, client places pos and eGroup accepts such pos, then any such pos will be governed by the terms and conditions of this agreement notwithstanding the earlier termination of this agreement, unless the parties have entered into a subsequent master service agreement; provided, however, that acceptance by eGroup of any such po will not be considered a renewal of this agreement.
  - II. Termination of this agreement for any reason shall not discharge either party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Client shall immediately pay eGroup for all services rendered and expenses incurred prior to termination; provided, however, that with respect to any SOW or PO issued hereunder that is the basis for the termination and is payable on a milestone or progress-payment basis, client will pay eGroup a pro rata amount

of the fees due under such SOW or PO based on the percentage of completion. Upon termination, each party shall return the other party's confidential information that is in its possession at the time of termination, in accordance with Section 9 and client shall promptly return to eGroup any equipment, materials or other property of eGroup relating to the terminated services which are in client's possession or control.

**5. Security interest.**

- a. For and in consideration of the granting of terms to client, by eGroup, client hereby grants to eGroup a security interest in any and all equipment, purchased by client from eGroup to secure all obligations of client to eGroup, including but not limited to any obligation of payment. The security interest granted to eGroup shall also cover all property of the same character as that covered by this security agreement that client may later acquire at any time until the termination of this security agreement. Client agrees that in the event of default in any payment and failure to cure same within a reasonable time, eGroup shall have, in addition to its rights under the law, the right to repossess such goods without further operation of law and without notice to client. Client further agrees to execute any additional documents necessary to perfect or continue the security interest created by this agreement.
- b. eGroup may, at its sole option, withhold delivery of all or any part of any order or cancel the order if at any time client's account with eGroup is in arrears. If at any time, client is in arrears on account, eGroup may then cancel this agreement and seek redress for damages, including lost profits, offsetting any deposit there against, and further recover its costs including reasonable attorney fees in an amount not to exceed the value of goods or services in the SOW or po at issue.

**6. Work performed.** Client is responsible for maintaining current backups of all data and as such, eGroup is not responsible for client's loss of data during the term of this agreement. eGroup shall take commercially reasonable efforts to ensure that no virus or similar items are coded or introduced into the services or products. If a virus is found to have been introduced into the services or products, eGroup will promptly notify client and eGroup shall use commercially reasonable efforts to eliminate the effects of the virus; provided, however, that unless it is ultimately determined that such virus was introduced by eGroup, such assistance will be billed to client at eGroup's then current time and material rates.

**7. Warranty.**

- a. The services to be performed hereunder are in the nature of network system integrations. eGroup does not warrant in any form the results or achievements of the services provided or the resulting work product and deliverables. eGroup only warrants that that the services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices.
- b. With respect to particular products manufactured or supplied by third parties to eGroup for resale to client, eGroup makes no warranties of any kind in addition to or exceeding the warranty supplied or offered by the respective manufacturer or supplier, which shall be transferred or assigned to client, and client's recovery is limited to recovery against such manufacturer or supplier for breach of any applicable warranties of manufacturer or supplier. In the event of a claim by client for breach of product warranty, eGroup must follow the warranty policy established by the manufacturer. This policy may require return of the warranted item to the manufacturer for repair. At client's request, eGroup agrees to take all actions reasonably necessary or appropriate to secure client's rights and to protect its interests under such third-party warranties. Work performed by eGroup, not covered by product warranty, will be invoiced to client.

8. **Disclaimers of express and implied warranties.** Except as expressly provided in Section 7 (warranty), eGroup makes no representation, warranty, or guaranty as to the reliability, accuracy, or completeness of the products or services, or the results which may be obtained therefrom. Except as set forth in Section 7 (warranty), each party expressly disclaims all other representations or warranties, conditions and representations related to the subject matter of this agreement, whether express, implied, statutory, or otherwise, including, but not limited to, implied warranties of fitness for a particular purpose, noninfringement, and merchantability. eGroup does not warrant that the products, as configured by eGroup or otherwise, will meet client's requirements or expectations, particular legal requirements or will perform in a certain way. eGroup does not warrant that the use of products or services that it supplies or provides will prevent data breach, avoid loss of data, avoid interruption of access to data or computer services. eGroup shall not be liable for any services or work product or deliverables provided by third party vendors identified or referred to client by eGroup during the term of this agreement, pursuant to any SOW, PO or otherwise. Client's exclusive remedy for breach of Section 7 (warranty) is reperformance of the services, or if reperformance is not possible or conforming, refund of amounts paid under this agreement for such non-conforming services.
9. **Confidentiality.**
- a. **Confidential information.** The parties acknowledge that by reason of their relationship to the other under this agreement, each may disclose or provide access ("discloser") to the other party ("recipient") certain confidential information. For purposes of this agreement, "confidential information" shall mean (i) information concerning a party's products, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, product white paper, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other intellectual property, of a party and its affiliates that may be at any time furnished, communicated or delivered by the disclosing party to the receiving party, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this agreement, and the discussions, negotiations and proposals related to any agreement; (iii) information acquired during any tours of or while present at a party's facilities; and (iv) all other non-public information provided by the disclosing party under this agreement that should reasonably be expected by the recipient to be proprietary or confidential in nature. In no event shall eGroup's use or disclosure of information regarding or relating to the development, improvement, or use of any of eGroup's services or products be subject to any limitation or restriction. All confidential information shall remain the property of discloser.
  - b. **Use of confidential information; standard of care.** Except as otherwise provided in this agreement, recipient hereby agrees that it shall only use discloser's confidential information in furtherance of its performance obligations under this agreement and agrees not use such confidential information for any other purpose or for the benefit of any third party, without the prior written approval of discloser. Notwithstanding the foregoing, recipient may disclose confidential information to those employees, independent contractors, and advisors (including accountants, auditors, attorneys, financial or other advisors) who have a need to know such information, and who are bound to keep such information confidential. Recipient shall use the same degree of care as it uses with respect to its own

similar information, but no less than a reasonable degree of care, to protect discloser's confidential information from any unauthorized use, disclosure, dissemination, or publication. Recipient will be primarily responsible and liable for any breaches of the confidentiality obligations in this Section 9 and shall immediately advise discloser of any violation of the terms of this Section 9 and shall reasonably cooperate with discloser in relation thereto.

- c. **Exceptions.** Confidential information does not include any information that: (i) has entered the public domain, except where such entry is the result of the recipient's breach of this agreement, (ii) prior to disclosure under this agreement was already rightfully in recipient's possession, (iii) subsequent to disclosure under this agreement was obtained by the recipient on a non-confidential basis from a third party who has the right to disclose such information to recipient, or (iv) is disclosed by recipient with discloser's prior written consent.
- d. **Required disclosures.** If recipient is confronted with legal action to disclose confidential information received under this agreement, recipient shall, unless prohibited by applicable law, provide prompt written notice to discloser to allow discloser an opportunity to seek a protective order or other relief it deems appropriate, and recipient shall reasonably assist discloser in such efforts. If disclosure is nonetheless required, discloser shall limit its disclosure to only that portion of the confidential information which it is advised by its legal counsel must be disclosed.
- e. **Unauthorized use or disclosure of confidential information; equitable relief.** In the event recipient discovers that any confidential information has been used, disseminated, or accessed in violation of this agreement, it will immediately notify discloser; take all commercially reasonable actions available to minimize the impact of the use, dissemination, or publication; and take any and all necessary steps to prevent any further breach of this agreement. The parties agree and acknowledge that any breach or threatened breach regarding the treatment of the confidential information may result in irreparable harm to discloser for which there may be no adequate remedy at law. In such event, discloser shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this agreement, in addition to all other remedies available in law or at equity.
- f. **Return of confidential information, survival.** Recipient shall promptly return, and shall cause its representatives to promptly return, or, at discloser's option, certify destruction of all copies of confidential information at any time upon request or within 30 days following the expiration or earlier termination of the agreement. Notwithstanding any expiration or termination of this agreement, recipient's obligation to protect the confidential information pursuant to this Section 9 will survive for two years after the expiration or earlier termination of this agreement.
- g. **Use of client's name.** Notwithstanding anything to contrary in this agreement, with client's prior approval, eGroup may use client's name, trade name, service marks, trademarks, trade dress and logo as a client reference, including a general description of the services provided to client by eGroup, in its resumes, client list, case studies, and in other promotional information including, but not limited to, press releases, brochures, reports, letters, white papers and electronic media, such as email or web pages.

**10. Ownership.**

- a. This agreement and any SOWs issued pursuant hereto (including the proposed combination of products and/or services contained therein) constitute intellectual property owned exclusively by eGroup that is based on work performed in preparing these documents. Except as set forth in Section 9, neither this agreement nor any SOWs and/or pos are to be shared or disclosed by client to any person or entity in any manner without eGroup's prior written consent.
- b. This is not a work-for-hire agreement. The copyright in all deliverables created hereunder for client shall belong to eGroup. All intellectual property rights in all pre-existing works and derivative works of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented, or reduced to practice in the performance of eGroup hereunder are and shall remain the sole and absolute property of eGroup, subject to a worldwide, non-exclusive license to client for its internal use as intended under this agreement. This agreement does not grant client any license to any of eGroup's products, which products must be licensed separately.
- c. Notwithstanding anything in this agreement to the contrary, each party will retain the exclusive ownership of all of its pre-existing intellectual property, confidential information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a party prior to commencement of any services, or that are otherwise developed by or for such party outside the scope of this agreement (the "pre-existing technology").
- d. Notwithstanding anything in this agreement to the contrary, eGroup owns and will continue to own all right, title, and interest in and to all of eGroup's pre-existing technology and the services, products, deliverables, data collection tools, reports, scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by eGroup (or a third party acting on eGroup's behalf) pursuant to this agreement, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all intellectual property in any of the foregoing (collectively, the "eGroup intellectual property").
- e. Notwithstanding anything in this agreement to the contrary, client at all times retains all right, title, and interest in and to all of client's pre-existing technology and all intellectual property that is developed by client or by a third party on client's behalf thereafter, other than eGroup intellectual property. Third party products will at all times be owned by the applicable third party and will be subject to any applicable third-party license terms.



**11. Limitation of liability; actions.**

- a. Except for liability arising under Section 9 (confidentiality) in no event shall either party or its affiliates be liable to the other party or its affiliates for any incidental, consequential, indirect, statutory, special, exemplary or punitive damages, including, but not limited to, lost profits, loss of use, loss of time, inconvenience, lost business opportunities, damage to good will or reputation, and costs of cover, regardless of whether such liability is based on breach of contract, tort, strict liability or otherwise, and even if advised of the possibility of such damages or such damages could have been reasonably foreseen.
- b. Notwithstanding anything to the contrary in this Section 12, the total aggregate liability of either party under this agreement shall not exceed the total amount paid by client to eGroup under this agreement. The foregoing limitation of liability shall remain in full force and effect regardless of whether either party's remedies are determined to have failed of their essential purpose. This limitation of liability (i.e., Section 12) does not apply to Section 9 (confidentiality).
- c. No action shall be brought for any claim relating to or arising out of this agreement more than one year after the accrual of such cause of action, except for money due on an open account.

**12. Force majeure.** Either party shall be excused for delays or interruptions in the performance of its obligations under this agreement or the applicable SOW or PO to the extent such delays or interruptions are otherwise not foreseeable and beyond the reasonable control of such party, including but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty ("force majeure"). If force majeure occurs, the party affected by such force majeure shall promptly notify the other party in writing and use its best efforts to abate the effect of such force majeure and restore compliance with the terms of this agreement as soon as possible.

- 13. Non-solicitation.** During the term of this agreement and for a period of 12 months thereafter, each party agrees that it will not, without the prior written consent of the other party, (a) directly or indirectly solicit, recruit or hire any employee of the other party, with whom such party has come into contact with as a result of this agreement or (b) induce or otherwise advise or encourage any employee of the other party, with whom such party has come into contact with as a result of this agreement, to leave his or her employment with the other party; provided, however, that nothing in this Section 13 shall restrict either party's ability to engage or employ any person responding to a public job posting provided the party has not acted in bad faith prior to and after making the public job posting. In the event of a breach of this Section 13, money or damages may not be an adequate remedy, and, therefore, in addition to any other legal or equitable remedies, the parties shall be entitled to seek an injunction against such breach. All the obligations set forth in this Section 13 are independent covenants and will survive termination of this agreement.
- 14. Entire agreement.** This agreement constitutes the entire agreement between eGroup and client with respect to the subject matter covered herein and therein and supersede all prior agreements, arrangements, representations, and understandings, whether oral or written, regarding such subject matter.
- 15. Amendment and modification; waiver.** This agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party. The waiver by either party of a breach or default of any of the provisions of this agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have under this agreement operate as a waiver of any breach or default by the other party; nor shall any single or partial exercise of any right, remedy, power or privilege under this agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No modification, extension or waiver of this agreement will be effective unless explicitly set forth in writing and signed by an authorized representative of the party so waiving.
- 16. Successors and Assigns, assignment.** This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. There are no third- party beneficiaries to this agreement. Except as specifically provided in this agreement, client shall not assign this agreement nor any of its rights, interests, or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of eGroup. eGroup may assign any of its rights or delegate any of its obligations under this agreement. Any purported assignment or delegation in violation of this Section 16 is null and void.
- 17. Severability.** If any provision of this agreement is found by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions or portions not affected by such invalidity, illegality or unenforceability shall remain in full force and effect. Upon such determination that any provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 18. Headings; construction and interpretation.** The headings in this agreement are for reference only and shall not affect the interpretation hereunder. The parties have participated jointly in negotiating and drafting this agreement. In the event that an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this agreement.

- 19. Survival.** Each term and provision of this agreement that should by its sense and context survive any termination or expiration of this agreement, shall so survive regardless of the cause and even if resulting from the material breach of either party to this agreement.
- 20. Rights cumulative.** The rights and remedies of the parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.
- 21. Authorized signatories.** It is agreed and warranted by the parties that the individuals signing this agreement on behalf of the respective parties are authorized to execute such an agreement. No further proof of authorization shall be required.
- 22. Governing law and venue; jury waiver.** This agreement will be governed by and interpreted in accordance with the laws of the state of Ohio, without giving effect to the principles of conflicts of law of such state. The parties hereby agree that any dispute or claim arising out this agreement shall be brought solely in, and shall be subject to the exclusive jurisdiction of, any federal or state court located in Warren County, Ohio. Each party hereby consents to and submits to the exclusive jurisdiction and venue of any such court. The parties hereby waive trial by jury in any action arising under this agreement.
- 23. Good faith.** Each party agrees that, in its respective dealings with the other party under or in connection with this agreement, it shall act in good faith and that its agreement relative to decisions and actions hereunder will not be unreasonably withheld.
- 24. Relationship of the parties.** The relationship between the parties is that of independent contractors. Nothing contained in this agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 25. Counterparts.** This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.
- 26. Attorneys' fees and costs.** If either party incurs any legal fees associated with the enforcement of this agreement or any rights under this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses, and costs incurred (including, but not limited to, court, mediation, or other litigation expenses), in addition to any other relief to which it is entitled.
- 27. Notice.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a pdf document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the fourth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses provided in this agreement, or subsequently provided by the parties in writing.

**28. Insurance.** eGroup shall provide liability insurance coverage as follows:

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

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

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

eGroup shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Warren County in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to Warren County not less than 30 days prior to said cancellation date. eGroup shall also deliver to Warren County, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

CONSULTANT shall carry statutory worker's compensation insurance as required by law and shall provide Warren County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement

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

### 3 Exhibit A: Definitions

**"Affiliate"** means, with respect to a Party, any entity at any tier that controls, is controlled by, or is under common control with that Party. For purposes of this definition, the term "control" (including with correlative meanings, the terms "controlled by" and "under common control with") means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise.

**"Change Order"** means a document that amends the SOW and/or PO.

**"Claim"** means any civil, criminal, administrative, regulatory, or investigative action or proceeding commenced or threatened by a Third Party, including Governmental Authorities and regulatory agencies, however described, or denominated.

**"Deliverables"** means, as further specified in an SOW, results of the Services to be provided by eGroup to Client, including output produced in electronic written or verbal form.

**"Facilities"** means Client and/or eGroup facilities at and from which eGroup will provide and perform the Services, as set forth in the applicable SOW and/or PO.

**"Governmental Authority"** means any nation or government, any federal, state, province, territory, city, town, municipality, county, local or other political subdivision thereof or thereto, any quasi-Governmental Authority, and any court, tribunal, arbitral body, taxation authority, department, commission, board, bureau, agency, instrumentality thereof or thereto or otherwise which exercises executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

**"Law"** means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncement having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city, province, or other political subdivision, including those promulgated, interpreted, or enforced by any Governmental Authority.

**"Third Party"** means a business or entity other than the Customer or the Service Provider or any of their respective Affiliates.

**"Virus"** means any code or device which is designed or intended to impair the operation of any computer or database, prevent or hinder access to or the operation of any program or data (whether by altering, erasing, duplicating or rearranging within the computer or any storage medium or device, the program or data in whole or part, or otherwise), including computer viruses, worms, trojan horses and other similar things.

## 4 Acceptance

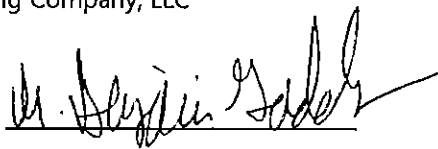
This Master Service Agreement numbered MSA10302023A and dated 10/30/2023 is entered into by and between eGroup | Enabling and Warren County Telecommunications. Upon execution, this Master Service Agreement constitutes the full agreement ("Agreement") between eGroup and Warren County Telecommunications for the terms that shall govern all future service and purchase agreements between the parties.

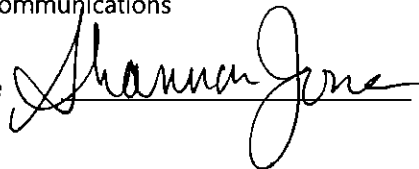
The undersigned parties acknowledge their acceptance of this Agreement and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to sign this Master Service Agreement and enter into this Agreement on behalf of their respective organizations.

Accepted By:

eGroup Holding Company, LLC

Warren County Board of Commissioners  
c/o Telecommunications

Signature 

Signature 

Printed Name Ben Gaddy

Printed Name Shannon Jones

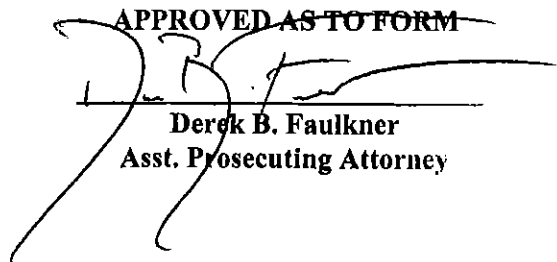
Title Principal, Operations

Title President

Date 11/16/2023

Date 11-28-23

APPROVED AS TO FORM

  
Derek B. Faulkner  
Asst. Prosecuting Attorney

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

# Resolution

Number 23-1597

Adopted Date November 28, 2023

## ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #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

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments; and

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

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

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

Resolution adopted this    day of November 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/lkl

cc: Auditor   
Supplemental App. file  
Engineer (file)

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO MOTOR VEHICLE FUND 2202

BE IT RESOLVED, to approve the following supplemental appropriations:

\$100,000.00 into #22023120-5997 (Operational Transfer Out) *Jnl# 497*  
\$1,000,000.00 into #22023130-5997 (Operational Transfer Out) *Jnl# 498*

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 28<sup>th</sup> day of November 2023.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Supplemental App. file  
Engineer (file)



To be ratified on 11/28/23.



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

# Resolution

Number 23-1598

Adopted Date November 28, 2023

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/21/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 23-1599

Adopted Date November 28, 2023

## APPROVE VARIOUS RECORD PLATS

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

- Northwest Corner Morrow & Shawhan Roads Right-Of-Way Dedication – Union Township

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 23-1600

Adopted Date November 28, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND  
#11011110

BE IT RESOLVED, to approve the following supplemental appropriation in order to cover rest of year Sales Tax entries:

\$ 100,000.00 into #11011110-5910 (General – Other Expense)

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
Commissioners file  
OMB – S. Spencer

# Resolution

Number 23-1601

Adopted Date November 28, 2023

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

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

\$11.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012850-5882	(Dispatch - Vacation Leave Payout)

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 23-1602

Adopted Date November 28, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND  
11012200

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County  
Sheriff's Office Fund #1101:

\$25,000.00	from	11012200-5102	(Regular Salaries)
	into	11012200-5855	(Sheriff Clothing/Personal Equip)

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 23-1603

Adopted Date November 28, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND  
11012200 AND FROM 11012210 INTO 11012200

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County  
Sheriff's Office Fund #1101:

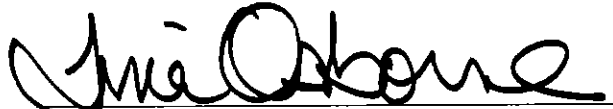
\$ 5,000.00	from 11012200 5371	(Software-Data Board Approved)
	into 11012200 5310	(Vehicle Capital Outlay)
\$ 50,307.00	from 11012210 5310	(Vehicle Capital Outlay)
	into 11012200 5310	(Vehicle Capital Outlay)
\$ 20,000.00	from 11012210 5102	(Shrf Det Regular Salaries)
	into 11012200 5310	(Vehicle Capital Outlay)
\$150,000.00	from 11012210 5820	(Shrf Det Health & Life Ins)
	into 11012200 5310	(Vehicle Capital Outlay)

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 23-1604

Adopted Date November 28, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,475.04      from    #11012810-5940      (Telecom Travel)  
                 into    #11012810-5850      (Training/Education)

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

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

Resolution adopted this    day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:    Auditor   
         Appropriation Adj. file  
         Telecom (file)

# Resolution

Number 23-1605

Adopted Date November 28, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN LAW LIBRARY RESOURCES  
FUND 2207

BE IT RESOLVED, to approve the following appropriation adjustment:

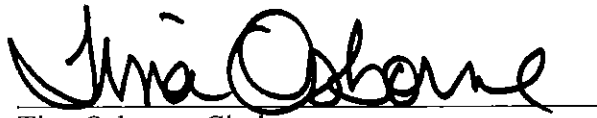
\$500.00      from #22071291-5910      (Other Expense)  
                 into #22071291-5820      (Health & Life Insurance)

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

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

Resolution adopted this    day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:    Auditor              
          Appropriation Adj. file  
          Law Library (file)



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

# Resolution

Number 23-1606

Adopted Date November 28, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustments:

\$1,000.00	from	#227351005820	(Health & Life Insurance)
	into	#227351005940	(Travel)
\$80,000.00	from	#227351005400	(Purchased Services)
	into	#227351005447	(Child Placement Specialized)

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor   
Appropriation Adj. file  
Children Services (file)

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

# Resolution

Number 23-1607

Adopted Date November 28, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #6630:

\$10,000.00	from	66302262-5102	(Regular Salaries)
	into	66302262-5114	(Overtime Pay)

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 23-1608

Adopted Date November 28, 2023

APPROVE REQUISITIONS AND AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

**REQUISITIONS**

Department	Vendor Name
WAT	LARRY SMITH INC
FAC	TRITON SERVICES INC
FAC	RJE BUSINESS INTERIORS CINCINNATI OH INC

Description	Amount	
WAT PEKIN RD AT 123 WATERMAIN	\$ 106,390.00	* bid project
FAC HVAC REPLACEMENT	\$ 261,400.00	*lower price than state contract
FAC FURNITURE REPLACEMENT	\$ 30,776.06	*state contract

11/28/2023 APPROVED

  
\_\_\_\_\_  
Martin Russell, Deputy County Administrator

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

# Resolution

Number 23-1609

Adopted Date November 28, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND  
#11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$12,800.00	from #11011300-5210	(Materials & Supplies)
	into #11011300-5102	(Reg Salaries)
\$500.00	from #11011300-5922	(Taxable Meal Fringe)
	into #11011300-5111	(Part time Employees)
\$2,500	from #11011300-5210	(Materials & Supplies)
	into #11011300-5111	(Part time Employees)
\$3,500.00	from #11011300-5421	(Rent/lease)
	into #11011300-5811	(PERS)
\$5400.00	from #11011300-5370	(Software)
	into #11011300-5400	(Purch Service)
\$1,300.00	from #11011300-5210	(Materials & Supplies)
	into #11011300-5400	(Purch Service)

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

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Board of Elections (file)  
OMB