County Of Hamilton - *Board Of County Commissioners*

Volume Number: 333

Meeting Agenda

Regular Meeting

Hamilton County, Ohio March 5, 2014

Meeting Convenes

Call to Order
11:00 AM

Introductions

Silent Prayer and Pledge of Allegiance

Approval of the minutes of the previous session

Public Comments

Comments/Motions

Commissioner Hartmann

Commissioner Monzel

Commissioner Portune

Christian Sigman

Presentation

None scheduled for this meeting

Public Hearings

11:30 AM
Hearing to consider 2014 Deficient Sidewalk and Drive Apron Project

Executive Sessions

None scheduled for this meeting

Regular Agenda Items

Commission Administration	1	Resolution Number P018-14 authorizing the purchase of eleven (11) 2014 Dodge Charger AWD Police Pursuit Vehicles and the award of ITB# 008-14 on behalf of the Hamilton County Sheriff's Department
Engineer	2	Accurate plat and descriptions for the proposed establishment of right-of-way for a portion of Blue Rock Road and Galbraith Road located in Colerain Township, Hamilton County, Ohio Project No. 500510
	3	Resolution awarding contract to the lowest and best bidder, Smith Construction for the Stewart Road Culvert improvement located in Columbia Township and the Village of Silverton, Hamilton County, Ohio Project No. 501115

Consent Agenda Items

Commission Administration	4	Supplemental No. 6 for budgetary adjustments for the Cincinnati Zoo, the Emergency Management Agency and River City Correctional Facility. Administrative Recommendation is for the Board to adopt ...
Hamilton County Economic Development	5	Resolution authorizing approval of the 2014 Comprehensive Economic Development Strategy for Hamilton County, Ohio. Administrative Recommendation is for the Board to adopt ...

Job And Family Services

6 Resolution Number J039-14 authorizing agreements between Resident Home Corporation dba Envision and the Board of Hamilton County Commissioners on behalf of the Department of Job and Family Services for foster care services

Administrative Recommendation is for the Board to adopt ...

7 Resolution Number J040-14 authorizing agreements between Bunker Hill Haven for Boys and the Board of Hamilton County Commissioners on behalf of the Department of Job and Family Services for group home services.

Administrative Recommendation is for the Board to adopt ...

8 Resolution Number J041-14 authorizing an execution of an agreement between the Hamilton County Sheriff's Office and the Board Hamilton County Commissioners on behalf of the Hamilton County Department of Job and Family Services for the purchase of trips for the service of child support arrest warrants.

Administrative Recommendation is for the Board to adopt ...

9 Resolution Number J042-14 authorizing agreements between Hearne House, Inc., and the Board of Hamilton County Commissioners on behalf of the Department of Job and Family Services for group home services.

Administrative Recommendation is for the Board to adopt ...

BOARD OF COUNTY COMMISSIONERS
2ND PUBLIC HEARING

MARCH 5, 2014

RE: Sidewalk Repair

On January 22, 2014, the Board resolved that it was necessary to repair sidewalks along various County roads that had been inspected and determined deficient earlier this year.

Following the inspection and marking earlier this year, the responsible owners were notified by mail and given a ninety (90) day period in which to have repairs made. Any repairs not made within that period were to be included in a contract administered by the County Engineer with subsequent billing made to the owner.

A Hearing was conducted by this Board on February 5, 2014 which gave interested parties the opportunity to speak for or against proceeding with a project to correct those deficiencies not corrected by the owner and to bill the owner following completion of work. This Board resolved, following the February 5, 2014 Hearing, to proceed with a project and to set another Hearing today to give affected owners the opportunity to address the Board concerning the amount of work to be done and the cost therefore at the various locations.

This Hearing has been advertised and affected property owners notified by mail.

2014 SIDEWALK REPAIR LIST PROJECT NO. 501401

OWNERNAME	OWNADDR1	PARCELID	OWNADDR2	SWSF	DRSF
Family Motor Coach Association	8291 Clough Pike Cincinnati, OH 45244	500-0042-0008	8315 Clough Pike	20	0
Shriji Properties, LLC.	4173 Brandonmore Dr. Cincinnati, OH 45255	500-0042-0010	8345 Clough Pike	20	0
Arden Courts of Anderson Properties, LLC.	C/O Thomson Reuters 7500 N. Dobson Rd. #300 Scottsdale, AZ 85256	500-0360-0274	6870 Clough Pike	40	0
L.G. & Pauline Martin	Cincinnati, OH 45230-3720	500-0343-0253	1139 Birney Lane	20	0
Julie Awick	Cincinnati, OH 45230-3720	500-0343-0254	1147 Birney Lane	0	48
Zion Lutheran Church of Mt. Washington	Cincinnati, OH 45230-3720	500-0343-0255	1153 Birney Lane	0	60
Linda Cappell Lawson & Harold Lawson, II	Cincinnati, OH 45230-2953	500-0342-0353	1285 Birney Lane	20	0
Russell L. & Sheena J. Zimmer	4971 Mt Alverno Road Cincinnati, OH 45238	540-0041-0252	4971 Mt Alverno Road	20	0
Nancy Rutenschroer Durban	4947 Mt Alverno Road Cincinnati, OH 45238	540-0041-0413	4947 Mt Alverno Road	0	20
Daniel J. Ahrman	4913 Mt Alverno Road Cincinnati, OH 45238	540-0041-0601	4913 Mt Alverno Road	20	0
Joseph O. Schaefer	4375 Mt Alverno Road Cincinnati, OH 45238	540-0012-0420	4375 Mt Alverno Road	40	0
Larry A. Taylor	4367 Mt Alverno Road Cincinnati, OH 45238	540-0012-0419	4367 Mt Alverno Road	40	10
Karen L. Kelley	4315 Mt Alverno Road Cincinnati, OH 45238	540-0012-0366	4315 Mt Alverno Road	44	0
Stacey Moorehead	5052 Mt Alverno Road Cincinnati, OH 45238	540-0042-0405	5052 Mt Alverno Road	40	0
John C. & Duwana G. Osborne	5032 Mt Alverno Road Cincinnati, OH 45238	540-0042-0409	5032 Mt Alverno Road	20	0
Robin Childs	4594 Mt Alverno Road Cincinnati, OH 45238	540-0041-0467	4594 Mt Alverno Road	20	0
David L. & Janet M. Lykins	303 Pedretti Ave Cincinnati, OH 45238	540-0041-0170	303 Pedretti Ave	40	0
Mark H. Prantl	6194 Stirrup Road Cincinnati, OH 45244	540-0010-0226	4200 Skylark Drive	40	0
William H. & Michele A. Hamilton	4287 Paul Road Cincinnati, OH 45238	540-0012-0313	4287 Paul Road	0	20
John A. & Deborah A. Hancock	4279 Paul Road Cincinnati, OH 45238	540-0012-0314	4279 Paul Road	20	0

2014 SIDEWALK REPAIR LIST PROJECT NO. 501401

OWNERNAME	OWNADDR1	PARCELID	OWNADDR2	SWSF	DRSF
Shirley W. Lyman, Tr.	4526 Delhi Road Cincinnati, OH 45238	540-0041-0105	403 Pedretti Ave	60	0
Maritza Maldonado	413 Pedretti Ave Cincinnati, OH 45238	540-0041-0181	413 Pedretti Ave	20	0
Mary Burg	449 Pedretti Ave Cincinnati, OH 45238	540-0040-0384	449 Pedretti Ave	10	0
Bud L. & Jessica A. Strudthoff	451 Pedretti Ave Cincinnati, OH 45238	540-0040-0396	451 Pedretti Ave	10	0
Qi Jiang	473 Pedretti Ave Cincinnati, OH 45238	540-0040-0387	473 Pedretti Ave	0	24
Beverly J. Bepler, Tr.	1861 Forest View Ct. Cincinnati, OH 45233	540-0040-0121	475 Pedretti Ave	20	0
Simple Realty Solutions, LLC.	Road Cincinnati, OH 45233	540-0040-0348	491 Pedretti Ave	20	0
Ronald F. & Betty L. Auel	3550 Rackacres Drive Cincinnati, OH 45211	540-0040-0541	493 Pedretti Ave	20	0
Bruce Krone, Tr.	602 Main St., Ste. 302 Cincinnati, OH 45202	540-0040-0610	Pedretti Ave	40	0
Thomas K. & Tabatha J. Schroeder	314 Pedretti Ave Cincinnati, OH 45238	540-0012-0442	314 Pedretti Ave	20	0
Robert A. Sr. & Joan F. Sanker Tr.	307 Bob Drive Cincinnati, OH 45238	540-0012-0067	Pedretti Road	28	0
Pierce E. Boyne & Amy M. McKeown	414 Pedretti Ave Cincinnati, OH 45238	540-0012-0062	414 Pedretti Ave	20	0
Patrick Emmett	2206 Townsend Drive Cincinnati, OH 45238	540-0012-0063	416 Pedretti Ave	20	0
Peter J. Tsivitse, Jr.	672 Neeb Road Cincinnati, OH 45233	540-0070-0037	672 Neeb Road	20	0
Deanna Jones	226 Elbern Ave. Harrison, OH 45030	540-0062-0082	876 Neeb Road	80	0
Marty L. & Cynthia J. Arnold	984 Neeb Road Cincinnati, OH 45233	540-0061-0008	984 Neeb Road	40	0
Glenn A. & Margaret J. Smith	1010 Neeb Road Cincinnati, OH 45233	540-0061-0044	1010 Neeb Road	12	0
3T and E Properties, LLC.	4947 Delhi Pike Cincinnati, OH 45238	540-0041-0169	4947 Delhi Pk	20	0
Sheree Perry	4939 Delhi Pike Cincinnati, OH 45238	540-0041-0490	4937 Delhi Pk	20	0
Bre Retail Residual Owner I, LLC.	420 Lexington Ave. New York, NY 10170	540-0042-0008	5130 Delhi Pk	90	20
O'Reilly Automotive Inc.	P.O. Box 06116 Chicago, IL 60606	540-0042-0377	5162 Delhi Pk	0	20

2014 SIDEWALK REPAIR LIST PROJECT NO. 501401

OWNERNAME	OWNADDR1	PARCELID	OWNADDR2	SWSF	DRSF
Brian & Karen Cromer	5380 Julmar Dr. Cincinnati, OH 45238	550-0142-0064	5380 Julmar Dr.	20	0
Dennis P. & Ellen Marie Smith	1763 Sylved Ln. Cincinnati, OH 45238	550-0142-0086	1763 Sylved Ln.	20	0
Philip S. & Lori A. Ramstetter	5392 Julmar Dr. Cincinnati, OH 45238	550-0142-0069	5392 Julmar Dr.	20	0
Charles T. Tripp	1820 Sylved Ln. Cincinnati, OH 45238	550-0142-0159	1820 Sylved Ln.	24	0
Margaret Helen Broviac, Tr.	1840 Sylved Ln. Cincinnati, OH 45238	550-0142-0234	1840 Sylved Ln.	20	0
Thomas F. & Mary Beth Perrmann	5556 Sidney Rd. Cincinnati, OH 45238	550-0143-0144	5556 Sidney Rd.	20	0
Edward J. Mangold, Jr.	5514 Sidney Rd. Cincinnati, OH 45238	550-0143-0152	5514 Sidney Rd.	20	0
Frank R. & Mary Lynn Costa	5454 Sidney Rd. Cincinnati, OH 45238	550-0140-0489	5454 Sidney Rd.	20	0
Pamela Sue Johnson	5428 Sidney Rd. Cincinnati, OH 45238	550-0140-0478	5428 Sidney Rd.	20	0
Ruth F. Dornbusch	5424 Sidney Rd. Cincinnati, OH 45238	550-0140-0282	5424 Sidney Rd.	20	0
Donald P. Schroeder & Danny Allen Thomas	5408 Sidney Rd. Cincinnati, OH 45238	550-0140-0279	5408 Sidney Rd.	40	20
Thomas E. & Judith A. Ellis	5400 Sidney Road Cincinnati, OH 45238	550-0140-0277	5400 Sidney Rd.	20	0
Sean C. Brady	5390 Sidney Road Cincinnati, OH 45238	550-0140-0093	5390 Sidney Rd.	40	0
Arthur J. Esterkamp	5350 Sidney Road Cincinnati, OH 45238	550-0140-0135	5350 Sidney Rd.	0	25
Grace R. Busby, Tr.	5326 Sidney Road Cincinnati, OH 45238	550-0140-0151	5326 Sidney Rd.	16	0
Katrina Hellman	5286 Sidney Road Cincinnati, OH 45238	550-0041-0311	5286 Sidney Rd.	20	0
William K. Burgin	5168 Sidney Road Cincinnati, OH 45238	550-0041-0032	5168 Sidney Rd.	16	0
Betty Marie Lehr	5146 Sidney Road Cincinnati, OH 45238	550-0041-0005	5146 Sidney Rd.	20	0
Westerm Hills Church of Christ	5100 Muddy Creek Rd Cincinnati, OH 45238	550-0041-0002	5064 Sidney Rd.	0	88
Jane Wilkinson & Sandra L. Phelps	5750 Sheed Road Cincinnati, OH 45238	550-0041-0405	5287 Muddy Creek Road	20	0
Max & Angela Hofmeyer	2413 Elberon Ave Cincinnati, OH 45204	550-0041-0051	5231 Sidney Rd.	20	0

2014 SIDEWALK REPAIR LIST PROJECT NO. 501401

OWNERNAME	OWNADDR1	PARCELID	OWNADDR2	SWSF	DRSF
Thomas J. & Terisa Nadler	5187 Sidney Road Cincinnati, OH 45238	550-0041-0123	5187 Sidney Rd.	12	0
Jacqueline L. Henthorn	3439 Cheviot Road Cincinnati, OH 45211	550-0041-0385	5167 Sidney Rd.	12	0
Lilly M. & Harold G. Crabtree	5159 Sidney Road Cincinnati, OH 45238	550-0041-0331	5159 Sidney Rd.	24	0
Carla Ann & Steve O'Dell	5155 Sidney Road Cincinnati, OH 45238	550-0041-0128	5155 Sidney Rd.	36	0
Gary A. & Jan C. Louderback	5125 Sidney Road Cincinnati, OH 45238	550-0041-0301	5125 Sidney Rd.	20	0
Lytle D. & Heather C. Brown Jr.	2702 Westbourne Dr. Cincinnati, OH 45248	550-0163-0127	2702 Westbourne Dr.	0	24
Teresa Roy & Mark Jostworth	2728 Westbourne Dr. Cincinnati, OH 45248	550-0163-0125	2728 Westbourne Dr.	20	0
Robert V. Stouffer	2822 Westbourne Dr. Cincinnati, OH 45248	550-0163-0118	2822 Westbourne Dr.	0	24
Jean M. Lamont, Tr.	2916 Westbourne Dr. Cincinnati, OH 45248	550-0133-0261	2916 Westbourne Dr.	0	100
Arden M. Kube	5448 Robert Ave Cincinnati, OH 45248	550-0133-0210	5448 Robert Ave	20	0
Equity Sales Professionals LLC.	7808 S. Montreal Ct. Cincinnati, OH 45241	550-0132-0153	3126 Westbourne Dr.	20	0
Lawrence G. Burke	3136 Westbourne Dr. Cincinnati, OH 45248	550-0132-0154	3136 Westbourne Dr.	20	28
Ronald W. & Sharon A. Jansing	3168 Westbourne Dr. Cincinnati, OH 45248	550-0132-0211	3168 Westbourne Dr.	16	0
Patricia A. Walker	3182 Westbourne Dr. Cincinnati, OH 45248	550-0132-0212	3182 Westbourne Dr.	36	20
3274 Westbourne S.B. Inc.	3274 Westbourne Dr. Cincinnati, OH 45248	550-0132-0261	3274 Westbourne Dr.	20	16
Time Warner Cable Midwest LLC.	Dr. Charlotte, NC 28212	550-0132-0036	3290 Westbourne Dr.	20	0
Nationwide Properties	3344 Westbourne Dr. Cincinnati, OH 45248	550-0132-0038	3344 Westbourne Dr.	0	40
Andrew C. & Kathryn M. Stender	4733 Highland Oak Dr. Cincinnati, OH 45248	550-0132-0136	3151 Westbourne Dr.	0	20
Mutual Investments LLC.	6380 Cheviot Road Cincinnati, OH 45247	550-0081-0381	5675 Cheviot Road	24	0
Howard P. Hock, Tr.	6042 Quailhill Dr. Cincinnati, OH 45233	550-0081-0380	5683 Cheviot Road	20	0
Howard P. Hock, Tr.	6042 Quailhill Dr. Cincinnati, OH 45233	550-0081-0379	5691 Cheviot Road	20	0

2014 SIDEWALK REPAIR LIST PROJECT NO. 501401

OWNERNAME	OWNADDR1	PARCELID	OWNADDR2	SWSF	DRSF
Howard P. Hock, Tr.	6042 Quailhill Dr. Cincinnati, OH 45233	550-0081-0378	5697 Cheviot Road	0	40
Dorse & Mary E. Hinkle, Tr.	7164 Crown Pointe Dr. Hamilton, OH 45011	550-0081-0181	5721 Cheviot Road	20	0
Armstrong Properties Ltd	5739 Cheviot Road #1 Cincinnati, OH 45247	550-0081-0184	5739 Cheviot Road	60	0
Shop 5700 LLC.	5700 Cheviot Road Cincinnati, OH 45247	550-0081-0030	5700 Cheviot Road	20	0
Joseph V. Frey Jr.	8270 Livingston Road Cincinnati, OH 45239	550-0081-0034	5716 Cheviot Road	0	16
Chris & Linda R. Batsakis	4145 Timberpoint Cincinnati, OH 45247	550-0081-0038	5740 Cheviot Road	20	0
EMF Properties Inc.	5752 Cheviot Road Cincinnati, OH 45247	550-0081-0040	5750 Cheviot Road	20	0
Mendos Inc.	7778 Colerain Ave Cincinnati, OH 45239	550-0081-0042	Cheviot Road	0	40
SCF Lazarovski LLC.	5959 Siler Drive Cincinnati, OH 45239	550-0081-0044	5786 Cheviot Road	0	40
Timothy C. Becker	3281 Blue Rock Road Cincinnati, OH 45239	550-0082-0518	3281 Blue Rock Road	20	0
Terry L. Burnside	3269 Blue Rock Road Cincinnati, OH 45239	550-0082-0532	3269 Blue Rock Road	20	0

Receipt of Hand Delivery
Notice of Advertisement
Project # 501401
Delivery Date_____

To: The Cincinnati Enquirer

_____
Enquirer Representative

CC: Bill Luchsinger
Michelle McMullen
Office File

Saturday, January 25, 2014 & Saturday, February 1, 2014
Provide Proof of Publication and Tear Sheet

Invoice The Hamilton County Engineer

LEGAL NOTICE

The Board of Hamilton County Commissioners, Cincinnati, Ohio, January 25, 2014 & Saturday, February 1, 2014.

PUBLIC HEARING

During 2013 an inspection was made of sidewalks and included drive aprons along various County Roads. Please be advised that a Public Hearing regarding the Commissioners intent to proceed with a construction contract for said inspection will held at 11:30 a.m. on the 5th day of February, 2014.

This will be followed by a second Public Hearing regarding the assessment of costs of corrective work against abutting property owner(s), which will be held at 11:30 a.m. on the 5th day of March, 2014.

The hearings will be conducted in Room 603 of the Hamilton County Administration Building, 138 E. Court Street, Cincinnati, Ohio 45202.

BY ORDER OF THE BOARD COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO.

ATTEST: Jacqueline Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio 45202

NOTE: Please send affidavit in proof of publication to:

THEODORE B. HUBBARD, P.E. –P.S.
HAMILTON COUNTY ENGINEER
ROOM 700, COUNTY ADMINISTRATION BLDG.
138 EAST COURT STREET CINTI, OHIO 45202
ATTN: Michelle McMullen

RESOLUTION NUMBER P018-14
AUTHORIZING THE PURCHASE OF ELEVEN (11) 2014 DODGE CHARGER AWD POLICE PURSUIT VEHICLES AND THE AWARD OF ITB# 008-14 ON BEHALF OF THE HAMILTON COUNTY SHERIFF'S DEPARTMENT

BY THE BOARD:

WHEREAS, pursuant to Ohio Revised Code 307.41, whenever the Board of County Commissioners deems it necessary to purchase or lease motor vehicles for its use, or for the use of any department, commission, board, office, or agency under its direct supervision, or for the use of any elected county official or his employees, it shall adopt a resolution setting forth the necessity for such purchase or lease, together with a statement of the kind and number of vehicles required and the estimated cost of the purchasing or leasing of each. Upon adoption of the resolution, the board may purchase or lease such vehicles, subject to sections 307.86 and 307.92 of the Revised Code; and

WHEREAS, the Sheriff's Department has a need to purchase eleven (11) Police Pursuit Vehicles as replacements for older vehicles in the fleet; and

WHEREAS, the total cost for the vehicles shall be $258,915 after the trade of nine (9) 2004-2009 Ford Crown Victoria patrol cars and will be purchased with General Fund money; and

WHEREAS, in accordance with 307.86 et seq., Hamilton County has advertised for competitive bids (ITB# 008-14); and

WHEREAS, one (1) vendor submitted a bid as listed below:

Bidder Name	Make and Model	Trade-In Offered	Vehicle Price (Cost to the County)
Key Chrysler Jeep Dodge Ram, Inc.	2014 Dodge Charger AWD Police Pursuit Vehicle	Total for 9 cars- $12,400	$24,665 each x 11= $271,315 - $12,400 for trade ins= $258,915

and;

WHEREAS, Key Chrysler Jeep Dodge Ram, Inc., was determined to have been the lowest and best bidder; and

WHEREAS, the Purchasing Director is in agreement with the recommendation of the Department.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hamilton County, Ohio, that the Purchasing Director be, and she hereby is, authorized to execute the said purchase order on behalf of the Board of County Commissioners; and

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to certify copies of this resolution to Christian Sigman, County Administrator; JoAnn Cramer, Purchasing Director; and Dusty Rhodes, County Auditor.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio, in session this 5th day of March, 2014.

Mr. Hartmann _____ Mr. Monzel _____ Mr. Portune _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners of Hamilton County, Ohio, this 5th day of March, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Board of County Commissioners of Hamilton County, Ohio, this 5th day of March, 2014.

_____

Jacqueline Panioto
Board of County Commissioners
Hamilton County, Ohio

Vehicle Purchase Worksheet
Resolution # 018-14

Please answer these questions regarding the Purchase of Vehicles. Your specific answers are extremely important as we present your justification for purchase to the Board of County Commissioners.

Method of Procurement: ITB# 008-14- Patrol Cars

Dealership providing Service: Key Chrysler Jeep Dodge Ram, Inc.

Please answer these questions:

Requesting Department	Sheriff
Purchase Price	$258,915 ($24,665 each x 11= $271,315 - $12,400 trades= $258,915)
How will vehicle be paid for (source of funds)	General Fund- Sheriff's Account 300046-946
How many vehicles are being Purchased	11
Year, Make and Model (replaced vehicle)	2004 Ford CV #165 / 2006 Ford CV #156 / 2006 Ford CV #141 / 2007 Ford CV #015 2007 Ford CV #068 / 2007 Ford CV #168 / 2007 Ford CV #169 / 2008 Ford CV #044 2009 Ford CV #158 / Keep Car #108 2006 Ford CV as a parts car since trade value is only $700 / Keep Car #035 2006 Ford CV as a parts car since trade value is only $500
Year, Make and Model (new vehicle)	2014 Dodge Charger AWD Police Pursuit Vehicle
Trade-in Allowance	#165 = $700 / #156 = $700 / #141 = $1200 / #015 = $1200 / #068 = $1500 #168 = $1800 / #169 = $1500 / 044 = $2000 #158 = $1800
Auction Allowance	NA
Blue Book Value	#165 = $1075 / #156 = $1500 / #141 = $1500 / #015 = $2875 / #068 = $2875 #168 = $2875 / #169 = $2875 / #044 = $3750 / #158 = $4875
Mileage	#165 = 130850 / #156 = 124212 / #141 = 117826 / #015 = 129318 / #068 = 122715 #168 = 114562 / #169 = 121752 / #044 = 116496 / #158 = 129935
General condition of vehicle	Poor
Last (6) six months maintenance costs	#165 = $311.93 / #156 = $431.03 / #141 = $769.96 / #015 = $3250.62 #068 = $2921.36 #168 = $208.78 / #169 = $478.11 / #044 = $1366.68 #158 = $1162.35
Is this an addition to the current fleet	No – Except car 035 and 108 will be kept and used for spare parts and not traded against a new car
Reason for vehicle replacement	Vehicles worn out and becoming unsafe for law enforcement duties
What is the vehicle specifically being used for	Law Enforcement
Are we being reimbursed for this purchase	No

2

County of Hamilton

THEODORE B. HUBBARD, P.E.-P.S. COUNTY ENGINEER

700 COUNTY ADMINISTRATION BUILDING

138 EAST COURT STREET

CINCINNATI, OHIO 45202-1232

PHONE (513)946-4250 FAX (513)946-4288

March 5, 2014

Board of County Commissioners
County Administration Building
138 East Court Street, Room603
Cincinnati, OH 45202

Re: Establishment of Blue Rock Road and Cheviot Road Improvement
From approximately the south intersection to the Galbraith Road intersection
Located in Colerain Township, Hamilton County, Ohio
Project No. 500510

Honorable Board:

In compliance with the Resolution adopted by your Honorable Board on February 12, 2014, this office has prepared an accurate plat and descriptions for the proposed establishment of right-of-way for a portion Blue Rock Road (CR No. 115) and Galbraith Road (CR No. 73), situated in Section 7, Town 2 , Entire Range 1, Colerain Township, Hamilton County, Ohio. The right-of-way tracts and/or easements that will have to be obtained from the abutting property owners are also indicated.

This office herewith submits the descriptions for the proposed establishment and the list of property owners affected by the project.

Respectfully submitted,

Theodore B. Hubbard

Theodore B. Hubbard, P.E.-P.S.
Hamilton County Engineer

Enclosures:

Centerline Descriptions: Cheviot Road; Proposed Blue Rock Road; Existing Blue Rock Road; Blue Rock Road (South) and Cheviot Road (North)

Descriptions of Establishment of Right-of-Way:
Blue Rock Road & Cheviot Road; Blue Rock Road (21+00 to 27+25.42) and Cheviot Road (41+15.52 to 54+85.40)

Descriptions of Establishment of Temporary Easement:
East side Blue Rock Road/east side Cheviot Road; west side Cheviot Road/north side Blue Rock Road; west side Blue Rock Road/south side Blue Rock Road; left side Blue Rock Road (21+00 to 27+25.42) and left side Cheviot Road (41+15.52 to 54+85.40)

List of Property Owners

LIST OF PROPERTY OWNERS

PROJECT: BLUE ROCK ROAD & CHEVIOT ROAD
From approximately the south intersection to approximately Galbraith Road
Project No. 500510

NAME	TRACT No.	RECORDED IN BOOK	PAGE No.	AREA TO BE ACQUIRED
United Dairy Farmers, Inc.	100 WD	PB 412	57	6,380 sf (Gross) 6,380 sf (PRO) 0 sf (Net)
Robert A. Meyer	101 WD	10322	1045	2,614 sf (Gross) 2,614 sf (PRO) 0 sf (Net)
Robert A. Meyer	102 WD	10289	1153	3,300 sf (Gross) 3,300 sf (PRO) 0 sf (Net)
Robert A. Meyer	103 WD	4316	937	3,038 sf (Gross) 3,038 sf (PRO) 0 sf (Net)
Robert A. Meyer	103 T	4316	937	263 sf
Ronald C. & Stephanie L. Kinross	104 WD	6918	1349	3,774 sf (Gross) 3,363 sf (PRO) 411 sf (Net)
Ronald C. & Stephanie L. Kinross	104 T	6918	1349	802 sf
Harry L. Alexander TR	105 WD	7762	858	2,625 sf (Gross) 2,250 sf (PRO) 375 sf (Net)
Frank P. Klensch TR	106 WD	9885	2806	2,625 sf (Gross) 2,250 sf (PRO) 375 sf (Net)
Mary Dolores Schulte	107 WD	8172	1410	6,747 sf (Gross) 5,783 sf (PRO) 964 sf (Net)
Stanley R. Trusler	108 WD	10176	519	2,625 sf (Gross) 2,250 sf (PRO) 375 sf (Net)
Joe D. & Cynthia M. Mitchell	109 WD	10491	1730	4,993 sf (Gross) 4,279 sf (PRO) 714 sf (Net)
Joe D. & Cynthia M. Mitchell	109 T	10491	1730	3,540 sf
Evelyn E. Wert	110 WD	5953	1041	1,864 sf (Gross) 1,377 sf (PRO) 487 sf (Net)
Charlotte E. Wert	111 WD	3498	740	3,143 sf (Gross) 2,378 sf (PRO) 765 sf (Net)
Charlotte E. Wert	111 T	3498	740	454 sf
White Oak Development Co. LLC	112 WD	9052	2534	1,537 sf
White Oak Development Co. LLC	112 T	9052	2534	446 sf

PROJECT: BLUE ROCK ROAD & CHEVIOT ROAD
From approximately the south intersection to approximately Galbraith Road
Project No. 500510

NAME	TRACT No.	RECORDED IN BOOK	PAGE No.	AREA TO BE ACQUIRED
Schroyer Hill Investments LLC	113 WD	10409	1973	2,073 sf
Schroyer Hill Investments LLC	113 T	10409	1973	57 sf
White Oak Christian Church	114 WD	8164	1654	15,448 sf
White Oak Christian Church	114 T	8164	1654	1,603 sf
White Oak Christian Church	115 WD	8676	1687	643 sf
White Oak Christian Church	115 T	8676	1687	1,683 sf
John Staudt	116 WD	6347	4098	9,120 sf (Gross)
				8,120 sf (PRO)
				1,000 sf (Net)
John Staudt	116 T1	6347	4098	446 sf
John Staudt	116 T2	6347	4098	259 sf
John Staudt	116 T3	6347	4098	26 sf
White Oak Christian Church	117 WD	4022	580	4,444 sf (Gross)
				4,444 sf (PRO)
				0 sf (Net)
White Oak Christian Church	117 T	4022	580	1,671 sf
Stokes Enterprises LLC	118 WD	9132	2028	3,312 sf (Gross)
				3,312 sf (PRO)
				0 sf (Net)
Stokes Enterprises LLC	118 T	9132	2028	1,816 sf
William C. Klein	119 WD	10335	2868	9,423 sf (Gross)
				9,423 sf (PRO)
				0 sf (Net)
William C. Klein	119 T1	10335	2868	297 sf
William C. Klein	119 T2	10335	2868	434 sf
White Oak Christian Church	120 WD	9620	1327	12,659 sf (Gross)
				3,621 sf (PRO)
				9,038 sf (Net)
White Oak Christian Church	120 T	9620	1327	254 sf
White Oak Christian Church	121 WD	6536	191	1,981 sf (Gross)
				1,981 sf (PRO)
				0 sf (Net)
Prentice Lee & Wanda Lee Spears	122 T	3640	676	129 sf
Gerhard G. & Debra Schmidt	123 WD	6611	1683	5,758 sf (Gross)
				5,758 sf (PRO)
				0 sf (Net)
Gerhard G. & Debra Schmidt	123 T	6611	1683	743 sf
White Oak Christian Church	124 WD	5378	405	4,553 sf (Gross)
				4,553 sf (PRO)
				0 sf (Net)
White Oak Christian Church	125 WD	2633	551	4,441 sf (Gross)
				4,441 sf (PRO)
				0 sf (Net)

PROJECT: BLUE ROCK ROAD & CHEVIOT ROAD
From approximately the south intersection to approximately Galbraith Road
Project No. 500510

NAME	TRACT No.	RECORDED IN BOOK	PAGE No.	AREA TO BE ACQUIRED
Marie J. Dreyer	127 WD	9908	2786	98 sf
Marie J. Dreyer	127 T	9908	2786	106 sf
William G. Klein TR	128 T	6087	571	382 sf
Robert E. & Joan F. Schulte	129 T	3540	92	305 sf
Style Properties II, LLC	130 WD	9204	750	13,549 sf (Gross) 10,241 sf (PRO) 3,308 sf (Net)

ATTACHMENT A

CENTERLINE DESCRIPTION
CHEVIOT ROAD

LOCATED IN SECTION 7, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CENTER LINE INTERSECTION OF BLUE ROCK ROAD AND CHEVIOT ROAD;

THENCE WITH THE CENTER OF CHEVIOT ROAD, NORTH 6°30'36" WEST, 882.65 FEET AND THERE TERMINATE.

BEARINGS BASED ON OHIO STATE PLANE GRID, SOUTH ZONE, NAD83 (1986). THE ABOVE DESCRIPTION IS BASED ON A FIELD SURVEY BY DANIEL J. RENSING, OHIO PLS 6796, PERFORMED IN NOVEMBER, 2005.

STATE OF OHIO
DANIEL
J.
RENSING
6796
REGISTERED
LAND SURVEYOR

CENTERLINE DESCRIPTION
PROPOSED BLUE ROCK ROAD

LOCATED IN SECTION 7, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CENTER LINE INTERSECTION OF BLUE ROCK ROAD AND CHEVIOT ROAD;

THENCE WITH THE CENTER OF CHEVIOT ROAD, NORTH 6°30'36" WEST, 409.20 FEET TO THE PROPOSED INTERSECTION OF BLUE ROCK ROAD AND CHEVIOT ROAD, AND THE TRUE POINT OF BEGINNING;

THENCE WITH THE PROPOSED CENTER LINE OF BLUE ROCK ROAD, NORTH 85°16'24" WEST, 543.45 FEET TO THE EXISTING CENTER LINE OF BLUE ROCK ROAD, AND THERE TERMINATE.

BEARINGS BASED ON OHIO STATE PLANE GRID, SOUTH ZONE, NAD83 (1986). THE ABOVE DESCRIPTION IS BASED ON A FIELD SURVEY BY DANIEL J. RENSING, OHIO PLS 6796, PERFORMED IN NOVEMBER, 2005.

STATE OF OHIO
DANIEL
J.
RENSING
6796
REGISTERED
LAND SURVEYOR

CENTERLINE DESCRIPTION
EXISTING BLUE ROCK ROAD

LOCATED IN SECTION 7, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CENTER LINE INTERSECTION OF BLUE ROCK ROAD AND CHEVIOT ROAD;

THENCE WITH THE CENTER OF BLUE ROCK ROAD, SOUTH 6°30'36" EAST, 112.21 FEET;

THENCE WITH THE CENTER OF BLUE ROCK ROAD, SOUTH 8°32'36" EAST, 372.42 FEET;

THENCE WITH THE CENTER OF BLUE ROCK ROAD, SOUTH 9°17'43" EAST, 25.77 FEET TO THE TRUE PLACE OF BEGINNING;

THENCE ALONG THE CENTER LINE OF BLUE ROCK ROAD, NORTH 9°17'43" WEST, 25.77;

THENCE WITH THE CENTER OF BLUE ROCK ROAD, NORTH 8°32'36" WEST, 372.42 FEET;

THENCE WITH THE CENTER OF BLUE ROCK ROAD, NORTH 6°30'36" WEST, 112.21 FEET TO THE NORTHERLY INTERSECTION OF BLUE ROCK ROAD AND CHEVIOT ROAD;

THENCE WITH THE CENTER OF BLUE ROCK ROAD, NORTH 52°29'24" WEST, 815.12 FEET;

THENCE WITH THE CENTER OF BLUE ROCK ROAD, NORTH 85°16'24" WEST, 12.22 FEET;

THENCE WITH THE CENTER OF BLUE ROCK ROAD, NORTH 50°24'24" WEST, 274.56 FEET AND THERE TERMINATE.

BEARINGS BASED ON OHIO STATE PLANE GRID, SOUTH ZONE, NAD83 (1986). THE ABOVE DESCRIPTION IS BASED ON A FIELD SURVEY BY DANIEL J. RENSING, OHIO PLS 6796, PERFORMED IN NOVEMBER, 2005.

STATE OF OHIO
DANIEL J. RENSING 6796
REGISTERED LAND SURVEYOR

Description of Establishment
For the centerline of Blue Rock Road
County Road No. 71 (South)

From Blue Rock Road Station 21+00 to Station 27+25.42

Situated in Section 7, Town 2, Entire Range 1, Colerain Township, Hamilton County, Ohio and being more particularly described as follows:

Begin at the intersection of the existing centerline of Cheviot Road (CR-73) with the existing centerline of Blue Rock Road (CR-71), the same being at Blue Rock Road centerline Station 21+06.98 as shown on the plans for Blue Rock Road and Cheviot Road (North Intersection), thence; South 08°56'26" East, 6.98 feet to a point in the proposed centerline of Blue Rock Road at station 21+00.00 and the POINT OF BEGINNING for this description;

thence, along the proposed centerline of Blue Rock Road for the following 3 courses: North 08° 56' 26" West, 37.47 feet to a point of intersection at Station 21+37.47;

thence, North 08° 58' 11" West, 500.00 feet to a point of intersection at Station 26+00.00;

thence, North 08° 52' 29" West, 125.33 feet to Station 27+25.42 and the Point of Termination of this proposed centerline of Blue Rock Road.

Description of Establishment
For the centerline of Cheviot Road
County Road No. 73 (North)

From Cheviot Road Station 41+15.52 to Station 54+85.40

Situated in Section 7, Town 2, Entire Range 1, Colerain Township, Hamilton County, Ohio and being more particularly described as follows:

Begin at the intersection of the existing centerline Nandale Drive with the existing centerline of Cheviot Road (CR-73), the same being at Cheviot Road centerline Station 41+94.93; thence, South 06° 36' 31" East, 79.41 feet to a point in the proposed centerline of Cheviot Road at Station 41+15.52 and the POINT OF BEGINNING for this description;

thence, along the proposed centerline of Cheviot Road for the following 6 courses: North 06° 36' 31" West, 93.61 feet to a point of intersection at Station 42+09.13;

thence, North 06° 57' 39" West, 790.66 feet to a point of curvature at Station 49+99.79;

thence, along a curve to the left having a radius of 954.93, an arc length of 237.78 feet, a chord bearing North 14° 05' 39" West, and chord length of 237.16 feet to a point of tangency at Station 52+37.57;

thence, North 21° 13' 39" West, 154.06 feet to a point of curvature at Station 53+91.63;

thence, along a curve to the right having a radius of 310.66, an arc length of 37.98 feet, a chord bearing North 17° 43' 37" West, and chord length of 37.96 feet to a point of tangency at Station 54+29.61;

thence, North 14° 13' 39" West, 55.79 feet to the centerline of Galbraith Road at Station 54+85.40 and the Point of Termination of this proposed centerline of Cheviot Road.

BLUE ROCK & CHEVIOT ROADS
R/W ACQUISITION

TRACT: BLUE ROCK / CHEVIOT ROAD R/W
AUDITOR'S PARCEL:
OWNER:

LOCATED IN SECTION 7, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CENTER LINE INTERSECTION OF BLUE ROCK ROAD AND CHEVIOT ROAD;

THENCE WITH THE CENTER OF BLUE ROCK ROAD, SOUTH 6°30'36" EAST, 112.21 FEET;

THENCE SOUTH 8°32'36" EAST, 372.42 FEET;

THENCE SOUTH 9°17'43" EAST, 23.51 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 84°34'26" WEST, 34.32 FEET TO THE EXISTING WEST R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, NORTH 8°32'36" WEST, 388.23 FEET;

THENCE ALONG SAID R/W LINE AND ITS NORTHERLY EXTENSION, NORTH 6°30'36" WEST, 144.68 FEET TO THE CENTER LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID CENTER LINE, NORTH 52°29'24" WEST, 2.78 FEET;

THENCE ALONG THE PROPOSED WEST R/W LINE OF CHEVIOT ROAD, NORTH 6°30'36" WEST, 308.72 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR 54.99 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET, AN INTERNAL ANGLE OF 78°45'48", AND A LONG CHORD BEARING NORTH 45°53'30" WEST, 50.76 FEET TO THE PROPOSED SOUTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, NORTH 85°16'24" WEST, 359.82 FEET TO THE EXISTING NORTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG THE EXISTING NORTH R/W LINE OF BLUE ROCK ROAD, SOUTH 52°29'24" EAST, 80.72 FEET;

THENCE SOUTH 84°21'31" WEST, 48.25 FEET TO THE CENTER LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID CENTER LINE, NORTH 52°29'24" WEST, 112.50 FEET;

THENCE SOUTH 37°30'36" WEST, 33.00 FEET TO THE EXISTING SOUTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, NORTH 52°29'24" WEST, 125.59 FEET;

THENCE SOUTH 5°11'16" WEST, 8.78 FEET TO THE EXISTING SOUTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, NORTH 50°24'24" WEST 198.10 FEET;

THENCE NORTH 5°24'27" EAST, 39.89 FEET TO THE CENTER LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID CENTER LINE, SOUTH 50°24'24" EAST, 23.35 FEET;

THENCE NORTH 4°55'36" EAST, 40.12 FEET TO THE EXISTING NORTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, SOUTH 50°24'24" EAST, 174.41 FEET;

THENCE NORTH 4°44'36" EAST, 27.12 FEET TO THE PROPOSED NORTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, SOUTH 52°29'24" EAST, 124.35 FEET;

THENCE ALONG SAID R/W LINE, SOUTH 85°16'24" EAST, 405.56 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR 70.68 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET, AN INTERNAL ANGLE OF 101°14'11", AND A LONG CHORD BEARING NORTH 44°06'30" EAST, 61.83 FEET TO THE PROPOSED WEST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG SAID R/W LINE, NORTH 6°30'36" WEST, 258.78 FEET;

THENCE SOUTH 85°16'24" EAST, 10.19 FEET TO THE PROPOSED WEST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG SAID R/W LINE, NORTH 6°30'36" WEST, 125.16 FEET;

THENCE SOUTH 85°16'24" EAST, 40.78 FEET TO THE CENTER LINE OF CHEVIOT ROAD;

THENCE NORTH 84°37'18" EAST, 40.01 FEET TO THE EXISTING EAST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG SAID R/W LINE, SOUTH 6°30'36" EAST, 104.90 FEET;

THENCE SOUTH 85°17'54" EAST, 20.39 FEET TO THE EXISTING EAST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG SAID R/W LINE, SOUTH 6°30'36" EAST, 136.32 FEET;

THENCE NORTH 85°38'36" WEST, 25.46 FEET TO THE PROPOSED EAST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG THE PROPOSED EAST R/W LINE OF CHEVIOT ROAD AND THE PROPOSED EAST R/W LINE OF BLUE ROCK ROAD, SOUTH 6°30'36" EAST, 666.05 FEET;

THENCE SOUTH 87°21'24" WEST, 2.00 FEET TO THE EXISTING EAST R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, SOUTH 6°30'36" EAST, 87.18 FEET;

THENCE ALONG SAID R/W LINE, SOUTH 8°32'36" EAST, 379.64 FEET;

THENCE NORTH 85°14'44" WEST, 33.91 FEET TO THE CENTER LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID CENTER LINE, SOUTH 9°17'43" EAST, 23.51 TO THE PLACE OF BEGINNING.

CONTAINING 168357 SQUARE FEET / 3.864 ACRES

PREPARED BY:
DANIEL J. RENSING PS
DECEMBER 17, 2007

STATE OF OHIO
DANIEL
J.
RENSING
6796
REGISTERED
LAND SURVEYOR

BLUE ROCK & CHEVIOT ROADS
TEMPORARY CONSTRUCTION EASEMENT

TRACT: EAST SIDE BLUE ROCK ROAD / EAST SIDE CHEVIOT ROAD
AUDITOR'S PARCEL:
OWNER:

LOCATED IN SECTION 7, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CENTER LINE INTERSECTION OF BLUE ROCK ROAD AND CHEVIOT ROAD;

THENCE WITH THE CENTER OF BLUE ROCK ROAD, SOUTH 6°30'36" EAST, 112.21 FEET;

THENCE SOUTH 8°32'36" EAST, 372.42 FEET;

THENCE SOUTH 85°14'44" EAST, 30.93 FEET TO THE EXISTING EAST R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, NORTH 8°32'36" WEST, 379.64 FEET;

THENCE ALONG SAID R/W LINE, NORTH 6°30'36" WEST, 41.64 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID R/W LINE, NORTH 6°30'36" WEST, 45.54 FEET;

THENCE NORTH 87°21'24" EAST, 2.00 FEET TO THE PROPOSED EAST R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG THE PROPOSED EAST R/W LINE OF BLUE ROCK ROAD, AND THE PROPOSED EAST R/W LINE OF CHEVIOT ROAD, NORTH 6°30'36" WEST, 620.88 FEET;

THENCE ALONG A TEMPORARY CONSTRUCTION EASMENT LINE, SOUTH 58°27'36" EAST, 19.65 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 00°00'06" EAST, 19.42 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 88°55'22" EAST, 7.25 FEET;

THENCE ALONG SAID EASMENT LINE, NORTH 87°31'55" EAST, 30.71 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 2°05'18" EAST, 10.52 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 14°05'27" EAST, 45.10 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 76°02'28" WEST, 14.94 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 83°30'55" WEST, 14.65 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 78°29'26" WEST, 17.97 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 10°45'55" WEST, 5.88 FEET;

THENCE ALONG SAID EASMENT LINE NORTH 85°38'36° WEST, 7.25 FEET TO THE PROPOSED EAST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG SAID R/W LINE, SOUTH 6°30'36" EAST, 428.48 FEET;

THENCE ALONG A TEMPORARY CONSTRUCTION EASEMENT LINE, NORTH 83°23'29" EAST, 18.60 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 6°36'31" EAST, 43.00 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 83°23'29" WEST, 18.68 FEET TO THE PROPOSED EAST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG THE PROPOSED EAST R/W LINE OF CHEVIOT ROAD, AND THE PROPOSED EAST R/W LINE OF BLUE ROCK ROAD, SOUTH 6°30'36" EAST, 51.92 FEET;

THENCE SOUTH 87°21'24" WEST, 2.00 FEET TO THE EXISTING EAST R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG A TEMPORARY CONSTRUCTION EASEMENT LINE, SOUTH 30°09'58" EAST, 17.45 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 6°30'36" EAST, 29.72 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 84°47'07" WEST, 7.00 FEET TO THE EXISTING EAST R/W LINE OF BLUE ROCK ROAD AND THE PLACE OF BEGINNING.

CONTAINING 4605 SQUARE FEET / 0.105 ACRES

PREPARED BY:
DANIEL J. RENSING PS
DECEMBER 17, 2007

STATE OF OHIO
DANIEL J. RENSING 6796
REGISTERED LAND SURVEYOR

BLUE ROCK & CHEVIOT ROADS
TEMPORARY CONSTRUCTION EASEMENT

TRACT: WEST SIDE CHEVIOT ROAD / NORTH SIDE BLUE ROCK ROAD
AUDITOR'S PARCEL:
OWNER:

LOCATED IN SECTION 7, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CENTER LINE INTERSECTION OF BLUE ROCK ROAD AND CHEVIOT ROAD;

THENCE WITH THE CENTER OF CHEVIOT ROAD, NORTH 6°30'36"" WEST, 882.65 FEET;

THENCE, NORTH 85°16'24" WEST, 40.78 FEET TO THE PROPOSED WEST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG SAID R/W LINE, SOUTH 6°30'36" EAST, 102.55 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID R/W LINE, SOUTH 6°30'36" EAST, 22.61 FEET;

THENCE NORTH 85°16'24" WEST, 10.19 FEET;

THENCE ALONG THE PROPOSED WEST R/W LINE OF CHEVIOT ROAD, SOUTH 6°30'36" EAST, 258.78 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR 70.68 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET, AN INTERNAL ANGLE OF 101°14'11", AND A LONG CHORD BEARING SOUTH 44°06'30" WEST, 61.83 FEET TO THE PROPOSED NORTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG THE PROPOSED NORTH R/W LINE OF BLUE ROCK ROAD, NORTH 85°16'24" WEST, 405.56 FEET;

THENCE ALONG SAID R/W LINE, NORTH 52°29'24" WEST, 124.35 FEET;

THENCE SOUTH 4°44'36" WEST, 27.12 FEET TO THE EXISTING NORTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, NORTH 50°24'24" WEST, 43.36 FEET;

THENCE ALONG A TEMPORARY CONSTRUCTION EASEMENT LINE, NORTH 6°08'04" EAST, 10.37 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 84°06'19" EAST, 33.61 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 5°54'47" WEST, 25.66 FEET;

THENCE ALONG SAID EASMENT LINE, SOUTH 53°41'37" EAST, 2.65 FEET;

THENCE NORTH 4°44'36" EAST, 19.69 FEET TO THE PROPOSED NORTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, SOUTH 52°29'24" EAST, 124.35 FEET;

THENCE ALONG SAID R/W LINE, SOUTH 85°16'24" EAST, 405.56 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR 70.68 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET, AN INTERNAL ANGLE OF 101°14'11", AND A LONG CHORD BEARING NORTH 44°06'30" EAST, 61.83 FEET TO THE PROPOSED WEST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG THE PROPOSED WEST R/W LINE OF CHEVIOT ROAD, NORTH 6°30'36" WEST, 97.01 FEET;

THENCE ALONG A TEMPORARY CONSTRUCTION EASEMENT LINE, NORTH 60°25'27" WEST, 14.48 FEET;

THENCE ALONG SAID EASMENT LINE, NORTH 00°05'18" WEST, 28.32 FEET;

THENCE ALONG SAID EASMENT LINE, NORTH 5°42'57" EAST, 40.31 FEET TO THE PROPOSED WEST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG SAID R/W LINE, NORTH 6°30'36" WEST, 85.70 FEET;

THENCE SOUTH 85°16'24" EAST, 10.19 FEET TO THE PROPOSED WEST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG SAID R/W LINE, NORTH 6°30'36" WEST, 3.39 FEET;

THENCE ALONG A TEMPORARY CONSTRUCTION EASEMENT LINE, NORTH 83°46'41" WEST, 26.45 FEET;

THENCE ALONG SAID EASMENT LINE, NORTH 1°50'11" EAST, 17.51 FEET;

THENCE ALONG SAID EASMENT LINE SOUTH 86°54'54" EAST, 23.59 FEET TO THE PROPOSED WEST R/W LINE OF CHEVIOT ROAD AND THE PLACE OF BEGINNING.

CONTAINING 1701 SQUARE FEET, 0.039 ACRES.

PREPARED BY:
DANIEL J. RENSING PS
DECEMBER 11, 2007

STATE OF OHIO
DANIEL
J.
RENSING
6796
REGISTERED
LAND SURVEYOR

BLUE ROCK & CHEVIOT ROADS
TEMPORARY CONSTRUCTION EASEMENT

TRACT: WEST SIDE BLUE ROCK ROAD / SOUTH SIDE BLUE ROCK ROAD
AUDITOR'S PARCEL:
OWNER:

LOCATED IN SECTION 7, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CENTER LINE INTERSECTION OF BLUE ROCK ROAD AND CHEVIOT ROAD;

THENCE WITH THE CENTER OF BLUE ROCK ROAD, SOUTH 6°30'36" EAST, 112.21 FEET;

THENCE SOUTH 8°32'36" EAST, 372.42 FEET;

THENCE SOUTH 9°17'43" EAST, 23.51 FEET;

THENCE NORTH 84°34'26" WEST, 34.32 FEET TO THE EXISTING WEST R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, NORTH 8°32'36" WEST, 161.78 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG A TEMPORARY CONSTRUCTION EASEMENT LINE, SOUTH 84°51'18" WEST, 15.46 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 8°52'29" WEST, 18.24 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 77°45'27" EAST, 15.57 FEET TO THE EXISTING WEST R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, NORTH 8°32'36" WEST, 29.44 FEET;

THENCE ALONG A TEMPORARY CONSTRUCTION EASEMENT LINE, NORTH 54°00'26" WEST, 6.86 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 10°40'33" WEST, 50.44 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 7°58'13" WEST, 19.95 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 85°50'06" WEST, 17.68 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 7°48'18" WEST, 31.82 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 69°21'32" EAST, 17.62 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 7°58'13" WEST, 23.38 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 80°50'04" WEST, 20.55 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 7°11'44" WEST, 24.46 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 66°01'39" EAST, 19.04 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 29°01'00" WEST, 6.64 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 15°08'13" WEST, 6.19 FEET;

THENCE ALONG SAID EASEMENT LINE, SOUTH 69°24'37" WEST, 10.59 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 6°34'44" WEST, 76.96 FEET;

THENCE ALONG SAID EASEMENT LINE, SOUTH 46°01'43" EAST, 15.56 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 15°14'18" EAST, 9.63 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 8°40'45" WEST, 26.17 FEET TO THE EXISTING SOUTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, SOUTH 52°29'24" EAST, 10.89 FEET TO THE EXISTING WEST R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG THE NORTHERLY EXTENSION OF SAID R/W LINE, NORTH 6°30'36" WEST, 45.89 FEET TO THE EXISTING CENTER LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID CENTER LINE, NORTH 52°29'24" WEST, 2.78 FEET TO THE PROPOSED WEST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG SAID R/W LINE, NORTH 6°30'36" WEST, 45.89 FEET TO THE EXISTING NORTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, NORTH 52°29'24" WEST, 8.91 FEET;

THENCE ALONG A TEMPORARY CONSTRUCTION EASEMENT LINE, NORTH 1°35'09" EAST, 6.13 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 5°01'03" WEST, 15.75 FEET;

THENCE ALONG SAID EASEMENT LINE, SOUTH 83°23'29" WEST, 2.74 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 6°36'31" WEST, 38.72 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 83°23'29" EAST, 7.94 FEET TO THE PROPOSED WEST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG SAID R/W LINE, NORTH 6°30'36" WEST, 43.57 FEET;

THENCE ALONG A TEMPORARY CONSTRUCTION EASEMENT LINE, SOUTH 83°23'29" WEST, 5.71 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 6°36'31" WEST, 45.00 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 83°23'29" EAST, 5.79 FEET TO THE PROPOSED WEST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG SAID R/W LINE, NORTH 6°30'36" WEST, 37.20 FEET;

THENCE ALONG A TEMPORARY CONSTRUCTION EASEMENT LINE, SOUTH 83°29'24" WEST, 5.26 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 6°30'36" WEST, 5.00 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 27°12'54" WEST, 14.50 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 2°49'21" WEST, 25.75 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 11°37'15" WEST, 24.06 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 26°27'15" WEST, 18.58 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 80°39'01" WEST, 61.40 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 80°33'03" WEST, 23.62 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 77°23'04" WEST, 24.92 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 84°55'06" WEST, 25.22 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 79°51'52" WEST, 25.10 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 85°04'58" WEST, 22.10 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 81°27'29" WEST, 38.75 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 37°29'06" WEST, 6.73 FEET TO THE PROPOSED SOUTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, NORTH 85°16'24" WEST, 154.25 FEET TO THE EXISTING NORTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, SOUTH 52°29'24" EAST, 80.72 FEET;

THENCE SOUTH 84°21'31" WEST, 48.25 FEET TO THE EXISTING CENTER LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID CENTER LINE, NORTH 52°29'24" WEST, 112.50 FEET;

THENCE SOUTH 37°30'36" WEST, 33.00 FEET TO THE EXISTING SOUTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, NORTH 52°29'24" WEST, 125.59 FEET;

THENCE ALONG SAID R/W LINE, SOUTH 5°11'16" WEST, 8.78 FEET;

THENCE ALONG SAID R/W LINE, NORTH 50°24'24" WEST, 198.10 FEET;

THENCE ALONG A TEMPORARY CONSTRUCTION EASEMENT LINE, NORTH 84°01'06" WEST, 19.53 FEET;

THENCE ALONG SAID EASEMENT LINE, NORTH 4°38'16" EAST, 13.19 FEET TO THE EXISTING SOUTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, SOUTH 50°24'24" EAST, 221.91 FEET;

THENCE ALONG SAID R/W LINE, NORTH 5°11'16" EAST, 8.78 FEET;

THENCE ALONG SAID R/W LINE, SOUTH 52°29'24" EAST, 125.59 FEET;

THENCE NORTH 37°30'36" EAST, 33.00 FEET TO THE EXISTING CENTER LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID CENTER LINE, SOUTH 52°29'24" EAST, 112.50 FEET;

THENCE NORTH 84°21'31" EAST, 48.25 FEET TO THE EXISTING NORTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, NORTH 52°29'24" WEST, 80.72 FEET TO THE PROPOSED SOUTH R/W LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID R/W LINE, SOUTH 85°16'24" EAST, 359.82 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR 54.99 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET, AN INTERNAL ANGLE OF

78°45'48", AND A LONG CHORD BEARING SOUTH 45°53'30" EAST, 50.76 FEET TO THE PROPOSED WEST R/W LINE OF CHEVIOT ROAD;

THENCE ALONG SAID R/W LINE, SOUTH 6°30'36" EAST, 308.72 FEET TO THE EXISTING CENTER LINE OF BLUE ROCK ROAD;

THENCE ALONG SAID CENTER LINE, SOUTH 52°29'24" EAST, 2.78 FEET;

THENCE ALONG THE EXISTING WEST R/W LINE OF BLUE ROCK ROAD, AND ITS NORTHERLY EXTENSION, SOUTH 6°30'36" EAST, 144.68 FEET;

THENCE ALONG SAID R/W LINE, SOUTH 8°32'36" EAST, 226.45 FEET TO THE PLACE OF BEGINNING.

CONTAINING 8619 SQUARE FEET / 0.197 ACRES

PREPARED BY:
DANIEL J. RENSING PS
DECEMBER 11, 2007

STATE OF OHIO
DANIEL
J.
RENSING
6796
REGISTERED
LAND SURVEYOR

Description of Establishment
Blue Rock Road, County Road No. 71
From Blue Rock Road Station 21+00 to Station 27+25.42

Permanent Right of Way (South)

Situated in Section 7, Town 2, Entire Range 1, Colerain Township, Hamilton County, Ohio and being more particularly described as follows:

Begin at the intersection of the existing centerline of Cheviot Road (CR-73) with the existing centerline of Blue Rock Road (CR-71), the same being at Blue Rock Road centerline Station 21+06.98 as shown on the plans for Blue Rock Road and Cheviot Road (North Intersection), thence; South 08°56'26" East, 6.98 feet to a point in the proposed centerline of Blue Rock Road at station 21+00.00 and the POINT OF BEGINNING for this description;

thence, leaving the proposed centerline of Blue Rock Road, North 74° 28' 51" West, 32.96 feet to a point on the existing west right-of-way of Blue Rock Road;

thence, with the existing west right-of-way of Blue Rock Road for the following six courses: North 08° 56' 26" West, 413.00 feet;

thence, North 53° 56' 26" West, 18.96 feet;

thence, North 82° 00' 04" East, 13.41 feet;

thence, North 08° 56' 26" West, 37.28 feet;

thence, South 82° 53' 48" West, 0.54 feet;

thence, North 08° 35' 34" West, 156.24 feet;

thence, leaving the existing west right-of-way of Blue Rock Road, South 83° 41' 27" East, 30.58 feet to the proposed centerline of Blue Rock Road;

thence, with the proposed centerline of Blue Rock Road South 08° 52' 29" East, 2.19 feet;

thence, leaving the centerline of Blue Rock Road, South 86° 29' 26" East, 31.13 feet to the existing east right of way of Blue Rock Road;

thence, with the existing east right-of-way of Blue Rock Road for the following three courses: South 08° 35' 34" East, 130.84 feet;

thence, South 85° 13' 34" East, 0.50 feet;

thence, South 08° 56' 26" East, 485.47 feet;

thence, leaving the existing east right-of-way of Blue Rock Road, South 81° 03' 34" West, 30.00 feet to a point in the centerline of proposed Blue Rock Road and the POINT OF BEGINNING.

Description of Establishment
Cheviot Road, County Road No. 73
From Cheviot Road Station 41+15.52 to Station 54+85.40

Permanent Right of Way (North)

Situated in Section 7, Town 2, Entire Range 1, Colerain Township, Hamilton County, Ohio and being more particularly described as follows:

Begin at the intersection of the existing centerline Nandale Drive with the existing centerline of Cheviot Road (CR-73), the same being at Cheviot Road centerline Station 41+94.93; thence, South 06° 36' 31" East, 79.41 feet to a point in the proposed centerline of Cheviot Road at Station 41+15.52 and the POINT OF BEGINNING for this description;

thence, leaving the proposed centerline of Cheviot Road, North 85° 42' 39" West, 30.00 feet to a point on the existing west right-of-way of Cheviot Road;

thence, with the existing west right-of-way of Cheviot Road for the following seven courses, North 06° 57' 39" West, 878.42 feet;

thence, along a curve to the left, having a central angle of 07° 21' 51", a radius of 924.93 feet, an arc length of 118.88 feet, and a chord bearing North 10° 38' 35" West, 118.80 feet;

thence, North 85° 43' 35" West, 10.56 feet;

thence, along a curve to the left, having a central angle of 06° 41' 29", a radius of 914.93 feet, an arc length of 106.85 feet, and a chord bearing North 17° 52' 54" West, 106.79 feet;

thence, North 21° 13' 39" West, 154.06 feet;

thence, along a curve to the right, having a central angle of 06° 59' 57", a radius of 350.66 feet, an arc length of 42.84 feet, and a chord bearing North 17° 43' 48" West, 42.81 feet;

thence, North 14° 13' 39" West, 16.59 feet;

thence, leaving the existing west right of way of Cheviot Road, North 15° 11' 50" East, 20.35 feet to a point on the existing south right of way of Galbraith Road;

thence, with the existing south right of way of Galbraith Road, South 85° 31' 09" East, 63.35 feet;

thence, leaving the existing south right of way of Galbraith Road and with the existing East right of way of Cheviot Road for the following six courses: South 14° 13' 39" East, 13.96 feet;

thence, along a curve to the left, having a central angle of 07° 00' 12", a radius of 280.66 feet, an arc length of 34.30 feet, and a chord bearing South 17° 43' 33" East, 34.28 feet;

thence, South 21° 13' 39" East, 154.06 feet;

thence, along a curve to the right, having a central angle of 14° 15' 59", a radius of 984.93 feet, an arc length of 245.24 feet, and a chord bearing South 14° 05' 39" East, 244.61 feet;

thence, South 06° 57' 39" East, 54.45 feet;

thence, South 85° 22' 09" East, 10.21 feet;

thence, South 06° 57' 39" East, 828.36 feet;

thence, leaving the existing east right of way line of Cheviot Road South 88° 02' 21" West, 40.71 feet to a point in the centerline of proposed Cheviot Road;

thence, with the centerline of proposed Cheviot Road South 06° 36' 31" East, 2.96 feet to a point in the centerline of proposed Cheviot Road and the POINT OF BEGINNING.

Description of Establishment
Blue Rock Road, County Road No. 71
From Blue Rock Road Station 21+00 to Station 27+25.42

Temporary Construction Easement

(Left Side)

Situated in Section 7, Town 2, Entire Range 1, Colerain Township, Hamilton County, Ohio and being more particularly described as follows:

Begin at the intersection of the existing centerline of Cheviot Road (CR-73) with the existing centerline of Blue Rock Road (CR-71), the same being at Blue Rock Road centerline Station 21+06.98 as shown on the plans for Blue Rock Road and Cheviot Road (North Intersection), thence; South 08°56'26" East, 6.98 feet to a point in the proposed centerline of Blue Rock Road at station 21+00.00; thence, leaving the proposed centerline of Blue Rock Road, North 74° 28' 51" West, 32.96 feet to a point on the existing west right-of-way of Blue Rock Road and the POINT OF BEGINNING for this description;

thence, with the existing west right of way of Blue Rock Road, North 08° 56' 26" West, 56.98 feet to a point on the existing west right of way of Blue Rock Road and on the existing north right of way of Hermes Drive;

thence, with the existing west right of way of Blue Rock Road, North 08° 56' 26" West, 321.03 feet to a point on the existing west right of way of Blue Rock Road and the corner of a temporary construction easement;

thence, along the temporary construction easement, South 81' 03' 34" West, 6.17 feet to a corner of the temporary construction easement;

thence, along the temporary construction easement, North 08° 58' 11" West, 17.15 feet to a corner of the temporary construction easement;

thence, along the temporary construction easement, North 81' 03' 34" East, 6.19 feet to a point on the existing west right of way of Blue Rock Road and the corner of a temporary construction easement;

thence, with the existing west right of way of Blue Rock Road, North 08° 56' 26" West, 17.84 feet to a point on the existing west right of way of Blue Rock Road;

thence, with the proposed west right of way of Blue Rock Road, North 53° 56' 26" West, 18.96 feet to a point on the existing west right of way of Blue Rock Road and the south right of way of Hanley Road;

thence, with the proposed west right of way of Blue Rock Road and south right of way of Hanley Road, North 82° 00' 04" East, 13.41 feet to a point on the existing west right of way of Blue Rock Road and the south right of way of Hanley Road;

thence, with the existing west right of way of Blue Rock Road, North 08° 56' 26" West, 37.28 feet to a point on the existing west right of way of Blue Rock Road and the centerline of Hanley Road;

thence, with the existing west right of way of Blue Rock Road and the centerline of Hanley Road, South 82° 53' 48" West, 0.54 feet to a point on the existing west right of way of Blue Rock Road and the centerline of Hanley Road;

thence, with the existing west right of way of Blue Rock Road, North 08° 35' 34" West, 54.24 feet to a point on the existing west right of way of Blue Rock Road and the north right of way of Hanley Road and corner of a temporary construction easement;

thence, with the existing North right of way of Hanley Road and along the temporary construction easement, South 38° 23' 09" West, 6.79 feet to a point on the existing north right of way of Hanley Road and corner of a temporary construction easement;

thence, along the temporary construction easement, North 08° 52' 29" West, 77.01 feet to a corner of a temporary construction easement;

thence, along the temporary construction easement, South 83° 41' 27" East, 5.53 feet to a point on the existing west right of way of Blue Rock Road and corner of a temporary construction easement;

thence, with the existing west right of way of Blue Rock Road and along the temporary construction easement, South 08° 35' 34" East, 70.96 feet to a point on the existing west right of way of Blue Rock Road and the existing north right of way line of Hanley Road and corner of a temporary construction easement;

thence, with the west right of way of Blue Rock Road, South 08° 35' 34" East, 54.24 feet to a point on the centerline of Hanley Road;

thence, with the west right of way of Blue Rock Road and centerline of Hanley Road, North 82° 53' 48" East, 0.54 feet to a point on the centerline of Hanley Road;

thence, with the existing west right of way of Blue Rock Road, South 08° 56' 26" East, 37.28 feet to a point on the existing west right of way of Blue Rock Road and the south right of way of Hanley Road;

thence, with the proposed west right of way of Blue Rock Road and south right of way of Hanley Road, South 82° 00' 04" West, 13.41 feet to a point on the proposed west right of way of Blue Rock Road and the south right of way of Hanley Road;

thence, with the proposed west right of way of Blue Rock Road, South 53° 56' 26" East, 18.96 feet to a point on the existing west right of way of Blue Rock Road;

thence, with the existing west right of way of Blue Rock Road, South 08° 56' 26" East, 17.84 feet to a point on the existing west right of way of Blue Rock Road and corner of a temporary construction easement;

thence, with the existing west right of way of Blue Rock Road and temporary construction easement, South 08° 56' 26" East, 17.15 feet to a point on the existing west right of way of Blue Rock Road and corner of a temporary construction easement;

thence, with the existing west right of way of Blue Rock Road, South 08° 56' 26" East, 321.03 feet to a point on the existing west right of way of Blue Rock Road and existing North right of way of Hermes Drive;

thence, with the existing east right of way of Blue Rock Road, South 08° 56' 26" East, 56.98 feet to a point on the existing west right of way of Blue Rock Road and the POINT OF BEGINNING.

Description of Establishment
Cheviot Road, County Road No. 73
From Cheviot Road Station 41+15.52 to Station 54+85.40

Temporary Construction Easement

(Left Side)

Situated in Section 7, Town 2, Entire Range 1, Colerain Township, Hamilton County, Ohio and being more particularly described as follows:

Begin at the intersection of the existing centerline Nandale Drive with the existing centerline of Cheviot Road (CR-73), the same being at Cheviot Road centerline Station 41+94.93; thence, South 06° 36' 31" East, 79.41 feet to a point in the proposed centerline of Cheviot Road at Station 41+15.52; thence leaving the proposed centerline of Cheviot Road, North 85° 42' 39" West, 30.00 feet to a point on the existing west right of way of Cheviot Road and the corner of a temporary construction easement and the POINT OF BEGINNING for this description;

thence, along the temporary construction easement, North 85° 42' 39" West, 9.29 feet to a corner of the temporary construction easement;

thence, along the temporary construction easement North 06° 30' 35" West, 33.05 feet to a corner of the temporary construction easement;

thence, along the temporary construction easement North 83° 23' 29" East, 8.85 feet to a corner of the temporary construction easement and existing west right of way of Cheviot Road;

thence, with the existing west right of way of Cheviot Road, South 06° 57' 39" East, 34.81 feet to the POINT OF BEGINNING.

3

County of Hamilton

THEODORE B. HUBBARD, P.E.-P.S. COUNTY ENGINEER

700 COUNTY ADMINISTRATION BUILDING

138 EAST COURT STREET

CINCINNATI, OHIO 45202-1232

PHONE (513)946-4250 FAX (513)946-4288

March 5, 2014

Hamilton County Board of Commissioners
County Administration Building
138 East Court Street, Room 603
Cincinnati, Ohio 45202

Re: Stewart Road Culvert Improvement
Located in Columbia Township and the Village of Silverton, Hamilton County, Ohio
Project No. 501115

Honorable Board:

This office respectfully reports on the computation and analysis of sealed bids tendered January 30, 2014 for the above referenced project; said project being located in Columbia Township and the Village of Silverton, Hamilton County, Ohio.

Engineer's Estimate..... $490,000.00

Bids received with their respective amounts:

Smith Construction	$438,536.20
Westside Paving & Excavating, Inc.	$504,578.70
Smith & Brown Contractors, Inc.	$516,223.43
Mt. Pleasant Blacktopping Co., Inc.	$544,812.65
Welsh Excavation Company, Inc.	$537,026.35
Adleta, Inc.	$538,080.17
Rack & Ballauer Excavating Co., Inc.	$565,179.90
Sturm Construction, Inc.	$585,091.00
Howell Contractors, Inc.	$578,258.00
Advanced Contractors & Estimators, Inc.	$583,103.00
Ford Development Corp.	$592,761.74

The firm of Smith Construction with a bid of $438,536.20 is the lowest and best bid. The recommendation of this office is that the contract for this project be awarded to Smith Construction as the lowest and best bid.

Respectfully submitted,

Theodore B. Hubbard

THEODORE B. HUBBARD, P.E.-P.S.
HAMILTON COUNTY ENGINEER

TBH:TPG:mm
Attachments

On motion of Mr._____, the following resolution was adopted...

RESOLUTION AWARDING CONTRACT TO THE LOWEST AND BEST BIDDER, SMITH CONSTRUCTION, FOR THE STEWART ROAD CULVERT IMPROVEMENT, LOCATED IN COLUMBIA TOWNSHIP AND THE VILLAGE OF SILVERTON, HAMILTON COUNTY, OHIO. PROJECT NO. 501115.

BY THE BOARD:

WHEREAS, Eleven (11) sealed bids were tendered for the Stewart Road Culvert Improvement, located in Columbia Township and the Village of Silverton, Hamilton County, Ohio, on January 30, 2014; and

WHEREAS, the County Engineer recommends that the project be awarded to the lowest and best bidder, Smith Construction with a bid of $438,536.20; and

WHEREAS, funding for this project shall come from the Project Accounting Permissive Auto Fund 920-007, OCA 500002, Object Level 03-0949.

NOW THEREFORE, BE IT RESOLVED that the Board concurs with the County Engineer that said contract should be executed and entered into with Smith Construction.

BE IT FURTHER RESOLVED, that the Clerk of this Board be, and hereby is directed to certify a copy of this Resolution to the Hamilton County Engineer, Hamilton County Auditor and Smith Construction.

BE IT FURTHER RESOLVED, that the County Administrator be and he hereby is authorized and directed to execute the contract.

ADOPTED at a regular meeting of the Board of County Commissioners of Hamilton County, State of Ohio on the 5th day of March, 2014.

Mr. Hartmann, _____ Mr. Monzel, _____ Mr. Portune, _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a Resolution adopted by this Board of County Commissioners of Hamilton County, Ohio, this 5th day of March, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the office of the County Commissioners of Hamilton County, Ohio, this 5th day of March, 2014.

_____
Jacqueline Panioto, County Clerk
Board of County Commissioners
Hamilton County, Ohio

(1.)

Road No. 327 Project No. 501115

Engineer's Estimate $490,000.00

SPECIFICATIONS AND CONTRACT

for

Furnishing all labor, material and equipment for the **STEWART ROAD CULVERT IMPROVEMENT** located in Columbia Township and the Village of Silverton, Hamilton County, Ohio.

This project is funded in part by **SCIP/LTIP funds** administrated by the Ohio Public Works Commission.

NOTE the "**Equal Employment Opportunity Requirements**" and the additional form(s) that are included in this package. OPWC **REQUIRES** the Bidder/Contractor to complete these form(s).

Engineer's Road and Bridge Fund

Engineer

Date of Letting: January 30, 2014

Construction Completion Date: May 16, 2014

Contract Completion Date: June 13, 2014

Place of Bid Opening:

Engineer's Construction Department

Galbraith Garage – Second Floor

223 West Galbraith Road

Cincinnati OH 45215

Time of Bid Opening:

10:00 a.m.

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SUPPLEMENTAL NO. 6

BUDGETARY ADJUSTMENTS FOR THE CINCINNATI ZOO,
THE EMERGENCY MANAGEMENT AGENCY AND RIVER CITY CORRECTIONAL FACILITY

WHEREAS, supplemental appropriations are necessary in the following areas:

- $40,000 from the balance of the Emergency Management Agency Fund (002-006) to purchase a vehicle;
- $110,000 in the Cincinnati Zoo Levy Fund (003-008) for Board of Elections costs for the November 2013 ballot issue;
- $31,188 for the River City Correctional Facility (Fund 500-031) for an ABLE grant to provide inmates with GED assistance;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Hamilton County, Ohio that the sum of one hundred eighty-one thousand one hundred eighty-eight dollars ($181,188) is appropriated according to the attached schedule.

BE IT FURTHER RESOLVED that the Clerk of the Board certify copies of this resolution to Christian Sigman, County Administrator; Mike Snowden, Director, Emergency Management; Lisa Titus, Administrative Director, River City Correctional Facility; and Dusty Rhodes, County Auditor.

ADOPTED at a regularly adjourned meeting of the Board of Commissioners of Hamilton County, Ohio, this fifth day of March 2014.

Mr. Hartmann_____ Mr. Monzel_____ Mr. Portune_____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of Commissioners of Hamilton County, Ohio in session this fifth day of March 2014.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the office of the Board of Commissioners of Hamilton County, Ohio, this fifth day of March 2014.

_____

Jacqueline Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio

HAMILTON COUNTY OFFICE OF BUDGET AND STRATEGIC INITIATIVES - BUDGET ADJUSTMENT

Supplemental #6

Account Name	Line Item	Line Item Name	Fund - Subfund		Fund Name	OCA Code	Grant Number	Amount
Supplementals								
Emergency Management	0946	Vehicles & Equipment	002	006	Emergency Management	330035		40,000.00
Cincinnati Zoo	0875	Board of Election Charges	003	008	Cincinanti Zoo Levy	810028		110,000.00
River City Corrections	0511	Regular Employee Compensation	500	031	CBCF ABLE Grant	390005	391405	31,188.00
							TOTAL	$ 181,188.00

5

RESOLUTION AUTHORIZING APPROVAL OF THE 2014 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) FOR HAMILTON COUNTY, OHIO

WHEREAS, the Economic Development Administration (EDA), a division of the U.S. Department of Commerce, considers the development and submission of a Comprehensive Economic Development Strategy (CEDS) as a component part of future funding decisions and other assistance; and

WHEREAS, the Board of County Commissioners, Hamilton County, Ohio ("The Board") considers eligibility for capital and other forms of assistance from EDA valuable in stimulating economic growth in Hamilton County; and

WHEREAS, the Board of County Commissioners, via the Hamilton County Development Company will have the primary responsibility of coordinating, implementing, and subsequent updating of the CEDS; and

WHEREAS, the Board of County Commissioners commit to an annual update and a complete rewrite of the CEDS every five years; and

WHEREAS, Hamilton County Development Company contracted the services of the Community Building Institute and received the assistance of the Hamilton County Planning and Development Department to conduct the planning process per the guidelines established in 13 C.F. R § 303.7; and

WHEREAS, the CEDS process serves as a mechanism for coordinating the efforts of local governments, individuals, organizations, and private industry concerned with the advancement of economic development strategic planning; and

WHEREAS, the CEDS document and its subsequent updates establishes goals, objectives and the strategy for guiding Hamilton County in its economic development efforts; and

WHEREAS, the CEDS document evaluates economic, geographic, population, labor resources, environmental and institutional assets as part of the area's strategic approach to sustained growth.

NOW THEREFORE, BE IT RESOLVED, that the Board by this Resolution does hereby acknowledge and approve the attached Comprehensive Economic Development Strategy (CEDS) as Hamilton County's economic development strategy for the purposes of meeting funding requirements of the Economic Development Administration of U.S. Department of Commerce.

BE IT FURTHER RESOLVED, that the Board hereby finds and determines the CEDS document submitted on this date expresses and accurately reflects a comprehensive profile of Hamilton County's economic development challenges and a strategic approach to implementation and success.

ADOPTED, at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio this ___ day of February 2014.

Mr. Hartmann _____ Mr. Monzel _____ Mr. Portune _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners in session the ___ day of February 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Office of County Commissioners of Hamilton County, Ohio, this ____ day of February 2014.

_____
Jacqueline Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio

RESOLUTION NUMBER J039-14
AUTHORIZING AGREEMENTS BETWEEN RESIDENT HOME CORPORATION DBA ENVISION AND THE BOARD OF HAMILTON COUNTY COMMISSIONERS ON BEHALF OF THE DEPARTMENT OF JOB & FAMILY SERVICES (HCJFS) FOR FOSTER CARE SERVICES

BY THE BOARD:

WHEREAS, HCJFS is in need of foster care services for children in the custody of Hamilton County with behavioral /emotional problems requiring placements outside of their biological homes; and

WHEREAS, Envision has agreed to provide the required placement services; and

WHEREAS, HCJFS is required to follow federal procurement rules for purchases that use federal funds; and

WHEREAS, HCJFS procured these services through a bid process administered by HCJFS; and

WHEREAS, all of the expenditures for these contracts are paid from Vendorless Encumbrance (VE006136), which sets aside funds for this purpose; and

WHEREAS, there is no accurate way to determine the actual amount of the annual expenditure for each vendor due to the fact that the amount will be based upon the number of children placed, approved, contracted per diem and the lengths of stay for the children in the service; and

WHEREAS, the information contained in the table below represents our best estimation of dollars to be spent based on historical data, and contains a listing of the vendor providing this specialized care.

#	Vendor	Estimated Amount	Explanation of Action Required	Begin Date	End Date
	Envision	$192,000.00	Foster Care Services	01/01/14	12/31/14

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Hamilton County, Ohio authorizes the County Administrator to enter into the agreements with the vendor listed in the above table for foster care services.

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to certify copies of this resolution to Christian Sigman, County Administrator; Moira Weir, Director, Job and Family Services, Lora Wolfe, Director of Contract Services, Job and Family Services; and Dusty Rhodes, County Auditor.

ADOPTED at a adjourned regularly meeting of the Board of County Commissioners of Hamilton County, Ohio, this 5th day of March, 2014.

Mr. Hartmann _____ Mr. Monzel _____ Mr. Portune _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners of Hamilton County, Ohio, 5th day of March, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Board of County Commissioners of Hamilton County, Ohio, 5th day of March, 2014.

_____
Jacqueline Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio

Hamilton County

Greg Hartmann
President
Phone (513) 946-4405
Fax (513) 946-4404

Chris Monzel
Vice President
Phone (513) 946-4409
Fax (513) 946-4407

Todd Portune
Phone (513) 946-4401
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Board of County Commissioners

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Christian Sigman
Administrator
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Jacqueline Panioto
Clerk of the Board
Phone (513) 946-4414
Fax (513) 946-4444

Board of County Commissioners Document Submission Policy

Documents submitted for consideration by the Board on any of its meeting agendas are accessible on the Internet.

Accordingly, each county department, agency, official, or employee submitting documents to the Board for agenda consideration shall first review and screen the packet for information that is confidential or otherwise not subject to public disclosure pursuant to the Ohio Public Records Act.

If it is necessary for the Board to review such non-public information, arrangements shall be made through the Clerk of the Board to keep any required confidentiality intact.

Each set of documents submitted shall include a notation demonstrating compliance with this policy and it shall also Include the printed name and signature of the person conducting the review and the date."

Resident Home Corporation; Foster Care - 129626

The documents submitted have been reviewed by:

Ray Burton for Lora Wolfe
Signature

Lora Wolfe

Print Name

Date February 21, 2014

4/29/2011

Contract # 129626

HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES PURCHASE OF SERVICE CONTRACT

This Contract is entered into on _____between the Board of County Commissioners, Hamilton County, Ohio (County) on behalf of the Hamilton County Department of Job & Family Services (HCJFS) and **Resident Home Corporation dba Envision.** (Provider) with an office at **3030 West Fork Road Cincinnati, Ohio 45211,** whose telephone number is (513) 389-7500, for the purchase of **Foster Care Services (the "Contract").**

1. TERM

This Contract will be effective from **01/01/2014** through **12/31/2014** (the "Initial Term") inclusive, unless otherwise terminated by formal amendment.

In addition to the Initial Term described above, this Contract may be renewed, at the option of HCJFS, for two (2) additional, one (1) year terms (the "Renewal Term(s)") unless HCJFS gives Provider written notice not less than sixty (60) days prior to the expiration of the term, then in effect, of its intention not to renew.

2. SCOPE OF SERVICE

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits, Provider agrees to perform foster care services for youth referred by HCJFS (the "youth" or "Consumer") as more particularly described in Exhibit I, (individually, the "Service", collectively the "Services"). The parties agree that a billable unit is a day that the consumer is in the care of the Provider, subject to section 5.C. The following exhibits are deemed to be a part of this Contract as if fully set forth herein:

1. Exhibit I – Scope of Work
2. Exhibit II – Budget
3. Exhibit III –Reporting Protocol
4. Exhibit IV – MCP Installation and Support
5. Exhibit V – Transition Plan
6. Exhibit VI – The Request for Proposal

7. Exhibit VII – Provider's Proposal
8. Exhibit VIII – Release of Personnel Records and Criminal Record Check
9. Exhibit IX – Instant Notification Release of Information Form

B. ORDER OF PRECEDENCE

This Contract is based upon Exhibits I through IX as defined in Section 2.A. Exhibits above. This Contract and all exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Contract irreconcilably conflicts with an exhibit, this Contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

1. Exhibit I – Scope of Work
2. Exhibit VI – The Request for Proposal
3. Exhibit VII – Provider's Proposal

3. CONSUMER AUTHORIZATIONS

A. Form of Consumer Authorization

Provider agrees that it will only provide Services to Consumers for whom it has obtained a written pre-authorization from HCJFS (the "Consumer Authorization"). Provider agrees it will give HCJFS thirty (30) days prior written notice before terminating any Consumer currently enrolled with such Provider or on temporary leave.

B. Reimbursement for Services

HCJFS will not reimburse for any Service: 1) not authorized via a Consumer Authorization; or 2) exceeding the total authorized Units of Service set forth on the Consumer Authorization.

It is the responsibility of Provider to monitor the Units of Service set forth on each Consumer Authorization. Subject to paragraph C, Provider agrees that it will not receive payment for any Service exceeding a Consumer Authorization or for which no Consumer Authorization has been issued. Provider is responsible for requesting additional Consumer Authorizations **prior** to the time such additional Services are rendered.

C. Administrative Appeal of Denial of Consumer Authorization

Provider has sixty (60) days from the date of receipt of a denial by HCJFS to issue a Consumer Authorization to request an administrative appeal. An administrative appeal is only permitted in those cases where: 1) Service has been provided with a Consumer Authorization and such Service was rendered within the ninety (90) day period preceding the date of notification of denial of the issuance of a Consumer Authorization; or 2) Provider has requested additional Consumer Authorizations but has been denied.

4. TITLE IV-E PROVIDER

Provider warrants and represents that it is a Title IV-E Provider. Provider must have certified Title IV-E rates and agrees to provide copies of certification letter(s) to HCJFS upon receipt. Provider further agrees it is and will remain in compliance with all federal, state and local laws, rules and regulations applicable to a Title IV-E Provider.

5. BILLING AND PAYMENT

A. Unit Rate Calculation

Provider warrants and represents that the Budget, Exhibit II, submitted as a part of its Proposal, Exhibit VII, is based upon current financial information and projections and includes all categories of costs needed to calculate the cost of a Unit of Service (the "Unit Rate") and that all revenue sources available to Provider to serve Consumers have been detailed in the Budget, Exhibit II, and utilized, where possible, to reduce the Unit Rate.

Provider warrants and represents the following costs are not included in the Budget and these costs will not be included in any invoice submitted for payment: 1) the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions to a contingency reserve or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6) entertainment costs for amusements, social activities and related costs for persons other than Consumers; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses

on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

B. Unit Rate

Each category of Service listed below, as defined in Exhibit I, will be compensated in the following amounts:

1. **$12.00 per day** for a TFC- B (Baby) Unit of Service performed by Provider;
2. **$78.95 per day** for a TFC-1 Unit of Service performed by Provider;
3. **$116.36 per day** for a TFC-3 Unit of Service performed by Provider; and
4. **$ 117.97 per day** for a TFC-SN Unit of Service performed by the Provider.

C. Placement Costs

In the case of out-of-home placements, HCJFS will pay for the first day a Provider is rendering Service to a Consumer, regardless of the time the Consumer is placed with the Provider for such day. HCJFS will not pay for the last day a Consumer is in placement, regardless of the number of hours the Consumer is placed with Provider for such day.

D. Hold Bed Procedure

In the case of an unplanned or planned leave of absence of a Consumer, Provider agrees to hold the Consumer's bed for three (3) days. HCJFS will pay for those three (3) absence days unless

Provider is otherwise notified in writing. For planned absences, including but not limited to family visits, camp, and vacation, notification to HCJFS of such absence must occur **prior** to the Consumer leaving placement. For unplanned absences, including but not limited to AWOL, hospitalization, or incarceration, Provider must notify HCJFS Utilization Management immediately of such absence. If HCJFS is not notified of a planned or unplanned leave of absence, Provider will not be paid for such leave. Provider must directly contact the HCJFS Utilization Care Manager once the Consumer has returned to placement in order to resume active authorization for Services.

Notwithstanding the above, if Provider is notified that a Consumer is able to be returned to his/her placement location, Provider shall transport the Consumer to the placement (or a similar placement) on the day of such notification. To the extent, Provider fails to return a Consumer to a placement (or a similar placement) on the day of notification, a hold bed will not be authorized and payment will not be made for such day(s).

Provider may appeal a three (3) day hold bed by contacting the HCJFS Utilization Management Manager, by email or fax, within three (3) days.

E. Invoice and Payment Procedure

1. Within thirty (30) days of the end of the service month, Provider shall send an invoice to HCJFS. Provider shall make all reasonable efforts to include all Service provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices the following information:

    a. Provider's name, address, telephone number, fax number, vendor number and Title IV-E Provider number;
    b. The number of Units of Service supplied by Provider multiplied by the Unit Rate for such Service;
    c. Billing date and service dates;
    d. Consumer's name and Person ID;
    e. Public Children's Services Agency (the "PCSA") number, if any; and
    f. SACWIS Authorization number.

2. HCJFS will not pay for any Service if: a) the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in which the Service was performed; or b) the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the

end of the service month in which the Service was performed.

Provider will not be granted an extension of time to correct timely, but incomplete or inaccurate invoices.

3. HCJFS will make every reasonable effort to pay timely and accurate invoices within thirty (30) calendar days of receipt for all invoices received in accordance with the terms of this Contract. Notwithstanding any other provision of this Contract to the contrary, HCJFS will only pay for Services for which a Consumer Authorization was issued.

F. Administrative Appeal of Denial of Payment

1. Denial of payment for any Service(s) rendered by Provider arising from this Contract must be appealed, by email or fax, to HCJFS within sixty (60) business days from receipt of the payment denial. Provider agrees it will include all documentation to be considered with any appeal. If Provider seeks an appeal of more than one (1) claim for payment, the claims should be submitted at the same time accompanied by all required documentation.

2. The appeal will be reviewed by a HCJFS Utilization Management Specialist who will make a recommendation to an HCJFS Utilization Management Manager. A final decision will be issued by such HCJFS Utilization Management Manager within ten (10) business days of the appeal review. The final decision will be binding.

3. If HCJFS approves the appeal, new invoices must be received by HCJFS within fifteen (15) business days from the date of the letter approving the appeal. New invoices received after the fifteen (15) business days grace period will not be paid by HCJFS.

4. In no event will HCJFS consider any appeal of a denial of payment for Service(s) previously appealed to HCJFS.

G. Miscellaneous Payment Provisions

1. Foster Care

In addition to complying with the payment and invoice procedures set forth above, Provider agrees: a) to the extent it is providing foster care in a Children's Residential Center ("CRC"), group home, maternity home or residential parenting facility located in Ohio, reimbursement at the maximum payment level is contingent on submission of the

Ohio Department of Job & Family Services ("ODJFS") 2911 "Single Cost Report;" and b) to the extent it is providing foster care in a CRC, group home, maternity home, or residential parenting facility not located in Ohio, it will follow the reimbursement procedures outlined in OAC 5101:2-47-26.1.

2. Additional Cost

The compensation paid pursuant to this Contract shall be payment in full for any Service rendered pursuant to this Contract. No fees or costs shall be charged without prior written approval of HCJFS.

3. Duplicate Payment

Provider warrants and represents claims made to HCJFS for payment for Services provided shall be for actual Services rendered to Consumers and do not duplicate claims made by Provider to other sources of public funds for the same service.

6. NO ASSURANCES

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

7. NON-EXCLUSIVE

This is a non-exclusive Contract, and HCJFS may purchase the same or similar item(s) from other Providers at any time during the term of this Contract.

8. AVAILABILITY OF FUNDS

This Contract 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 Contract.

By sole determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the services performed by Provider hereunder, HCJFS reserves the right to exercise one of the following alternatives:

1. Reduce the utilization of the services provided under this Contract, without change to the terms and conditions of the Contract; or
2. Issue a notice of intent to terminate the Contract.

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

9. TERMINATION

A. Termination for Convenience

1. By HCJFS

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon the Provider ninety (90) calendar days prior to the effective date of termination.

2. By Provider

This Contract may be terminated by Provider upon notice, in writing, delivered upon HCJFS one hundred twenty (120) calendar days prior to the effective date of termination.

B. Termination for Cause by HCJFS

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise materially breaches this Contract, HCJFS may consider Provider in default. HCJFS 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 HCJFS to cure such default. HCJFS 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 HCJFS disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Provider.

If Provider fails to cure the default in accordance with an approved plan, then HCJFS may terminate this Contract at the end of the thirty (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or HCJFS may have under this contract. For purposes of the Contract, material breach shall mean an act or omission that violates or contravenes an obligation required under the Contract and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Contract 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 Contract.

Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a Consumer; iv) unethical business practices or procedures; and v) any other event that HCJFS deems harmful to the well-being of a Consumer, HCJFS may immediately terminate this Contract upon delivery of a written notice of termination to Provider.

C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for any invoices that have been issued in accordance with this Contract for Services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.

2. Provider, upon receipt of notice of termination, agrees to take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.

3. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Provider. HCJFS may withhold any compensation to Provider for the purpose of off-set until such time as the amount of damages due HCJFS from Provider is agreed upon or otherwise determined.

10. TRANSITION PLAN

The Transition Plan to be used in the event of termination or expiration of this Contract is attached to and incorporated into this Contract as Exhibit V. The goals of the Transition Plan are to: a) ensure continuity of care; b) not disrupt care unnecessarily; and c) ensure the safety of Consumers and their families. The parties agree that each shall provide reasonable cooperation in the transitioning of responsibilities to any other person or entity selected by HCJFS to assume administration of such responsibilities. To ensure continuity of services to Consumers and families, the Transition Plan, at a minimum, includes the following schedule:

1. Consumer records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
2. A monthly Service Authorization report will be provided to HCJFS or designee until the termination date of the Contract; and
3. "Data dump" to HCJFS of all consumer data from Provider's electronic systems will occur within thirty (30) days after the termination date of the Contract.

HCJFS reserves the right to waive any of the above Transition Plan requirements and dates at its sole discretion.

11. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability. Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect HCJFS' property or employees which are necessary to Provider's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

Provider shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control, which prevents Provider from carrying out its obligations contained herein.

12. GOOD FAITH EFFORT

In the event of termination of this Contract, both parties agree to work cooperatively and use their best efforts to minimize any adverse affects of such termination on the Consumers.

13. DISPUTE RESOLUTION

The parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Other than disputes regarding Case Plans, as that term is described in Section 15 Case Plans, either party may bring any dispute forward to the other in form of a written notice of dispute (the "Notice of Dispute"). The Notice of Dispute shall state the facts surrounding the claim, together with its character and scope and include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

A maximum of twenty (20) working days is allowed at each of Step 1 and Step 2 (unless extended in writing by both parties) before the dispute resolution procedure is automatically elevated to the next higher step. Step 1 representatives are as follows:

Representative for HCJFS: HCJFS' Contract Manager
Representative for Provider: Provider's Program Manager: MaryClare Donaldson, 513-619-2961

If an agreement cannot be reached during Step 1, the grieving party may elevate the dispute to Step 2 using the following representatives:

Representative for HCJFS: Unit Supervisor for Contract Services
Representative for Provider: Provider's Chief Operating Officer: Andrea Engel-Dixon, 513-619-2935

If an agreement cannot be reached during Step 2, the grieving party may elevate the dispute to Step 3 using the following representatives:

Representative for HCJFS: Director of Contract Services
Representative for Provider: Provider's Chief Executive Officer: Tricia Burke, 513-619-2928

All representatives shall communicate with each other to readily resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

14. WARRANTIES AND REPRESENTATIONS

A. Provider warrants and represents that, at all times during the Contract term, Provider shall maintain a license or certification in good standing to operate a foster care facility. Provider additionally shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.

B. Provider warrants and represents that its Services shall be performed in a professional and work like manner in accordance with applicable professional standards.

C. Provider warrants and represents that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal, state and local laws and regulations, including but not limited to Office of Management and Budget Circular A-133, 2 C.F.R. Part 215, 2 C.F.R. Part 220, 2 C.F.R. Part 225, 2 C.F.R. Part 230, ORC statutes and OAC rules, and the statutes and rules of Provider's home state in the conduct of work hereunder.

D. Provider warrants and represents all other sources of revenue have been actively pursued prior to billing HCJFS for Services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue.

E. Provider warrants and represents that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.

F. Provider warrants and represents that it will be responsible for the payment of any and all unemployment compensation premiums, income tax deductions, pension deductions, and any other taxes or payroll deductions required for the performance of the Services by Provider's employees.

15. CASE PLAN

Provider agrees to participate with HCJFS in the development, modification and implementation of a case plan (the "Case Plan") for each Consumer placed with Provider. Such Case Plans will be developed and maintained in coordination with any treatment plans developed for a Consumer. HCJFS shall provide a copy of the Case Plan to the Provider within thirty (30) days of placement of the Consumer or such time as may be agreed to from time to time by the parties, in writing. The parties

conference. If a dispute related to a Case Plan cannot be resolved from a joint case conference, the parties agree HCJFS shall be the sole authority to render a decision on such dispute. The provisions of Section 13 Dispute Resolution shall not apply to disputes regarding Case Plans.

16. LICENSING REQUIREMENTS AND QUALITY REVIEW

Provider warrants and represents Provider is, and for the duration of the Contract shall remain, duly licensed in accordance with the laws of the state(s) in which the Provider practices. Provider agrees to notify HCJFS immediately if its license to practice is restricted, modified, suspended, revoked or terminated. Provider shall provide HCJFS with documentation relating to its license modification, such as but not limited to temporary licensure or corrective action plans. Provider further agrees to participate in and comply with the requirements of HCJFS utilization review, quality management and credentialing and re-credentialing programs and to observe and comply with all other protocols, policies, guidelines and programs established by HCJFS.

17. MAINTENANCE OF SERVICE

Provider certifies the Services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the Unit Rate and that the level of service existing prior to the Contract, if applicable, shall be maintained. Provider further certifies federal funds will not be used to supplant non-federal funds for the same service.

18. MANAGED CARE PARTNERSHIP

If Provider serves an average of ten (10) or more HCJFS Consumers per month, it is required to use MCP for clinical record-keeping, obtaining prior authorizations and reporting. If Provider serves less than an average of ten (10) HCJFS Consumers per month, it has the option of using MCP or submitting documentation for additional authorizations hard copy via fax. The system specifications associated with using MCP are listed in Exhibit IV, MCP Installation and Support.

For purposes of this Contract, Managed Care Partnership (MCP) is the Management Information System created by HCJFS to house on-line Consumer specific information for HCJFS Consumers in placement.

Information obtained by Provider from MCP must be obtained solely for business reasons. Additionally, if the information is printed it must be secured in a manner which is deemed to be HIPAA compliant.

19. REPORTS

A. As a condition for receiving Title IV-E foster care reimbursement (if applicable), each public children services agency, private child placing agency, and private non-custodial agency shall file a Title IV-E cost report including supplements and attachments with ODJFS. Provider shall submit evidence the Title IV-E cost report was filed in accordance with the requirements set forth in OAC 5101:2-47-26.1.

B. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS. In this same regard, Provider agrees to follow HCJFS' policies and procedures for reporting such cases, which are set forth in Exhibit III, attached hereto and incorporated herein by reference. Provider agrees to cooperate and assist in any investigation and follow-up activities occurring in relation to such cases. The parties agree changes to Exhibit III made by HCJFS will be sent to Provider and considered incorporated into this Contract without the need for an amendment to this Contract.

C. The monthly contract program financial report shall be submitted to HCJFS Contract Services Section no later than forty-five (45) days after the end of the service month. This report is required if Provider serves an average of ten (10) or more HCJFS Consumers each month.

D. HCJFS reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with such reports as requested. HCJFS may exercise this right without a Contract amendment.

E. HCJFS reserves the right to withhold payment until such time as all required reports are received.

20. GRIEVANCE PROCESS

Provider will post its grievance policy and procedures in a public or common area at each contracted site so all Consumers and representatives are able to observe this policy. Provider will notify HCJFS in writing on a monthly basis of all grievances initiated by Consumers or their representatives involving the services. Provider shall submit any facts pertaining to the grievance and the resolution of the grievance to HCJFS Contract Manager, no less frequently than monthly.

21. NON-DISCRIMINATION IN EMPLOYMENT

Provider certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this Contract, Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Provider will take affirmative action to ensure that during employment all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Provider complies with all applicable federal, state and local non-discrimination laws and regulations.

Provider, or any person claiming through the Provider, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of said Provider.

22. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

Provider agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated thereunder. Provider further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any HCJFS Consumer in its performance of this Contract on the basis of race, color, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Consumers through the use of an oral or written translator or interpretation services in compliance with this requirement, Consumers shall not be required to pay for such assistance.

23. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to ORC Chapter 5107 and 5108, the Prevention, Retention, and Contingency Program, Provider agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works First Program. Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to HCJFS Consumers.

24. COMPLIANCE WITH THE MULTIETHNIC PLACEMENT ACT ("MEPA") AND THE REMOVAL TO BARRIERS OF INTERETHNIC ADOPTION ACT ("IEPA")

Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities. In accordance with these laws, rules, and regulations Provider shall not:

A. Deny to any individual the opportunity to become an adoptive or foster parent on the basis of race, color or national origin of the adoptive or foster parent, or of the child involved; or

B. Delay or deny placement of a child for adoption or foster care on the basis of race, color or national origin of the adoptive or foster parent, or of the child involved.

Provider agrees to indemnify and hold harmless the Indemnified Parties, as defined in Section 39, for any violations of the above laws, rules, and regulations caused by or attributable to the acts of Provider or any officer, employee, agent or subcontractor of Provider.

Provider shall provide a copy of the written "HCJFS Standards of Conduct: Employee and Contractor/Provider Compliance with MEPA and Title VI of the Civil Rights Act of 1964" ("Standards of Conduct") to each employee or subcontractor who is engaged in the placement of children into foster care or for adoption, or engaged in the recruitment, assessment, approval, or selection of foster caregivers or adoptive families. Current Provider employees or subcontractors shall receive a copy of the written Standards of Conduct upon employment by Provider for the above referenced Services and within thirty (30) days of the completion of any revisions to the Standards of Conduct. New employees or new subcontractors shall receive a copy of the written Standards of Conduct within thirty (30) days of

their hire date or the effective date of their contract. Documentation supporting each employee's and subcontractor's receipt and understanding of the Standards of Conduct shall be maintained in the employee's personnel and sub-contractor's files should an audit be conducted with your organization to verify compliance.

The Standards of Conduct includes enforcement requirements to be used whenever a Provider employee or subcontractor engages in discriminatory acts, policies, or practices involving race, color, or national origin in the foster care or adoption process as determined by ODJFS Bureau of Civil Rights and upon completion of the investigation conducted pursuant to OAC 5101:2-33-03. In addition, Provider employees and subcontractors may not intimidate, threaten, coerce, discriminate against or otherwise retaliate against any individual who makes a complaint, testifies, assists or participates in any manner in an investigation related to alleged discrimination on the basis of race, color or national origin in the foster care or adoption process.

Enforcement shall include employee discipline in accordance with Provider's personnel policy. Enforcement for subcontractors shall include corrective action in accordance with the Provider's contract with the sub-contractor and may include contract termination.

Provider shall collaborate with HCJFS to develop a corrective action plan whenever an investigation conducted by ODJFS pursuant to OAC 5101:2-33-03 results in a finding where a Provider employee or subcontractor engaged in discriminatory acts, policies, or practices. The corrective action plan will address how the Provider will prevent future violations by that employee or subcontractor and shall be submitted to ODJFS within thirty (30) days of notification of the findings of the investigation.

25. INSTANT NOTIFICATION

Provider agrees to submit to HCJFS, prior to the date on which Services are commenced pursuant to this Contract, a signed Release of Information ("ROI") form, Exhibit IX, for each foster caregiver and any adult who has lived in a foster home for more than a two (2) week period ("co-habitant").

Provider further agrees that it will submit a signed ROI to HCJFS upon the occurrence of any of the following events: a) any youth living in the foster home turns eighteen (18) years of age; b) any adult plans to live with a foster caregiver for more than a two (2) week period; and, c) any adult lives with a foster caregiver for a two (2) week period and has not submitted a ROI.

If at any time Provider anticipates that it will place a HCJFS Consumer with a new foster caregiver, a signed ROI must be submitted for each foster caregiver and co-habitant prior to the time such placement is made.

The ROI must contain the foster caregiver's or co-habitant's name, alias (if any), date of birth, address and phone number. Provider understands that HCJFS will submit the ROI to the Hamilton County Clerk of Courts who will conduct daily cross checks of the names with records it maintains of criminal charges.

HCJFS reserves the right to terminate this Contract immediately, upon notice, if a HCJFS Consumer is placed in any foster home for which HCJFS has not received a signed ROI for each foster caregiver and co-habitant.

OAC 5101:2-7-14(G) requires foster caregivers to notify Provider, within twenty-four hours, of any charge of any criminal offense brought against the foster caregiver or any co-habitant in the home. HCJFS reserves the right to terminate this Contract immediately for failure of Provider to notify HCJFS of any notification it has received of a charge of any criminal offense against a foster caregiver or co-habitant.

26. SOLICITATION OF EMPLOYEES

Provider and HCJFS warrant that for one (1) calendar year from the beginning date of this Contract, Provider and HCJFS will not solicit each other's employees for employment. The term "Provider" includes any agent or representative of the Provider.

27. RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with Provider in the conduct of the provisions of this Contract. Provider shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on HCJFS or the BOCC.

28. CONFLICT OF INTEREST

Provider agrees there is no financial interest involved on the part of any employee or officer of HCJFS or the County involved in the development of the specifications or the negotiation of this Contract. Provider has no knowledge of any situation that would be a conflict of interest. It is understood a conflict of interest occurs when a HCJFS employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

Provider will report the discovery of any potential conflict of interest to HCJFS. If a conflict of interest is discovered during the term of this Contract, HCJFS may exercise any right under the Contract, including termination of the Contract.

29. DISCLOSURE

Provider hereby covenants it has disclosed any information that it possesses about any business relationship or financial interest said Provider has with a County employee, employee's business, or any business relationship or financial interest a County employee has with Provider or in Provider's business.

30. CONFIDENTIALITY

Provider agrees to comply with all federal and state laws applicable to HCJFS and the confidentiality of HCJFS Consumers. Provider understands access to the identities of any HCJFS Consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. Provider agrees that the use or disclosure of information concerning HCJFS Consumers for any purpose not directly related to the administration of this Contract is prohibited. Provider will ensure all Consumer documentation is protected and maintained in a secure and safe manner.

31. PUBLIC RECORDS

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

32. AVAILABILITY AND RETENTION OF RECORDS

A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, consumer records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and consumer used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this

Contract, will be retained and made available by Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

B. Provider agrees it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS.

C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.

D. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be reimbursed, and overpayments will be recovered through the audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Provider staff that details the Service(s) provided to or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).

33. AGREED UPON PROCEDURES AND AUDITS

A. Agreed Upon Procedures Engagement

If Provider participates in the Title IV-E Program, Provider shall conduct or cause to be conducted an annual "Agreed Upon Procedures" engagement (the "engagement") of its Title IV-E cost report (the "Cost Report") in accordance with OAC 5101:2-47-26.2. A copy of the engagement report shall be submitted to HCJFS within six (6) months after the end of the Provider's fiscal year. Any overpayments or underpayments of federal funds due to adjustments of cost report reimbursement ceiling amounts as a result of the engagement, shall be resolved in accordance with OAC 5101:2-47-26.2.

B. Audit Requirements

1. Provider shall conduct or cause to be conducted an annual independent audit of its financial statements in accordance with the audit requirements of ORC Chapter 117. Audits will be conducted using a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units.

2. Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception or finding, related to the provision of Service under this Contract.

   Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider may be asked to sign a Repayment Agreement with HCJFS. Provider agrees HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract. If repayments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current. Checks held more than sixty (60) days may be canceled and may not be re-issued. HCJFS also reserves the right to not increase the rate(s) of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding. Any change to the Repayment Agreement will require a formal amendment to be signed by all parties.

3. Provider agrees to give HCJFS a copy of Provider's most recent annual report and most recent annual independent audit report within fifteen (15) days of receipt of such reports.

4. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

5. HCJFS reserves the right to evaluate programs of Provider and its subcontractors. The evaluation may include, but is not limited to reviewing records, observing programs, and interviewing program employees and Consumers. HCJFS shall not be responsible for costs incurred by Provider for these evaluations.

34. DEBARMENT AND SUSPENSION

Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

35. DEBT CHECK PROVISION

The Debt Check Provision, ORC 9.24, prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding for recovery has been issued by the Ohio Auditor of State if the finding for recovery is unresolved. By entering into this Contract, Provider warrants and represents a finding for recovery has not been issued to the Ohio Auditor of State. Provider further warrants and represents Provider shall notify HCJFS within one (1) business day should a finding for recovery occur during any term of the Contract.

36. CORRECTIVE ACTION PLANS

Provider agrees to notify HCJFS immediately of any Corrective Action Plan ("CAP") issued from any state or other county agency regarding the services provided pursuant to this Contract. HCJFS may withhold Consumer Authorizations or immediately terminate this Contract, upon written notice, if Provider fails to comply with any state or county CAP. HCJFS will send written notice to the Provider in the event Consumer authorizations are being withheld. Upon request, Provider shall meet with HCJFS staff in a timely manner to provide a written plan detailing how it will respond to any CAP. Provider will also keep HCJFS informed of the current status regarding a CAP.

37. PROPERTY OF HAMILTON COUNTY

The deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed 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 HCJFS, then Provider agrees to and by executing this Contract hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables. HCJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect Provider's right to use general concepts, algorithms,

programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

Any Deliverable provided or produced by Provider under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of HCJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for HCJFS and Provider to use such copyrighted matter in the manner provided herein. Provider agrees that all Deliverables will be made freely available to the general public unless HCJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

38. INSURANCE

Provider agrees to procure and maintain for the term of this Contract 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-: VII. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this contract, as further defined in paragraph F. 7. of this section and as required by ORC 2744.05. 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 Contract contemplates the transportation of the users of Hamilton County services (such as but not limited to HCJFS consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars ($1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

1. Additional insured endorsement;
2. Pay on behalf of wording;
3. Concurrency of effective dates with primary;
4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

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

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

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers. 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: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners, Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract 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) days prior written notice given to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

4. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County 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.

   Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

5. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton

County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.

6. 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 Contract with the County on behalf of HCJFS.

7. 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 HCJFS. Provider will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties enumerated in this section.

8. Provider, the County, and HCJFS 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.

9. Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be excess of Provider's insurance and shall not contribute to it.

10. If any of the work or Services contemplated by this Contract is subcontracted, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

39. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the County, HCJFS and 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 Contract), 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 Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor's (s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. 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.

40. RESERVED

41. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Provider will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the HCJFS Communications Director, unless Provider is required to release requested information by law. HCJFS reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Provider's performance under the Contract. Except where HCJFS approval has been granted in advance, Provider will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents HCJFS may provide to Provider to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities.

If contacted by the media about this Contract, Provider agrees to notify the HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Provider from using Contract information and results to market to specific consumers or prospects.

42. MARKETING

Any program description intended for internal or external use shall contain a statement that funding for such program is provided by the Board of County Commissioners, Hamilton County, Ohio on behalf of the Hamilton County Department of Job and Family Services.

43. 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 Contract, 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.

44. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

Provider agrees to comply with all Health Insurance Portability and Accessibility Act ("HIPAA") requirements and meet all HIPAA compliance dates.

45. FOSTER CARE SITE OPERATION AND SAFETY REQUIREMENTS

Provider agrees to comply with the provisions of OAC 5123:2-1-06 5123:2-1-11, 5123:2-1-09 and 5123:2-2 relating to the operation, safety and maintenance of foster homes.

46. SCREENING AND SELECTION

A. Criminal Record Check

Provider warrants and represents it will comply with ORC 2151.86 and will complete criminal record checks on all individuals assigned to work with, volunteer with or transport Consumers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII") and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or appropriate local Police and Sheriff's Offices) and any additional law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Individual's record checks must be monitored annually thereafter. Annual checks may be completed via an

HCJFS approved record search company or directly with appropriate local Police and Sheriff's Offices. Provider shall insure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit VIII to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

For all foster parents who are currently being run through an Instant Notification System or Criminal Justice Information System (CJIS), BCII and FBI reports will be obtained every two (2) years for foster parents who are within six (6) months of recertification. Foster parents who reside outside of these daily criminal run areas are required to obtain an annual BCII/FBI check.

Provider shall not assign any individual to work with or transport Consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.

Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Bureau of Motor Vehicle Transcript

Any individual transporting Consumers shall possess the following qualifications:

1. prior to allowing an individual to transport a Consumer, an initial satisfactory Bureau of Motor Vehicle ("BMV") transcript from the State of Ohio (or the state the Provider conducts its business) and , if applicable, from the individual's state of residence must be obtained; and
2. thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) and, if applicable, from the individual's state of residence; and
3. a current and valid driver's license must be maintained.

In addition to the requirements set forth above, Provider will not permit any individual to transport a Consumer if:

1. the individual has a condition which would affect safe operation of a motor vehicle;
2. the individual has six (6) or more points on his/her driver's license; or

3. the individual has been convicted of driving while under the influence of alcohol or drugs.

C. Rehabilitation

Notwithstanding the above, Provider may make a request to HCJFS to utilize an individual if Provider believes the individual has met the rehabilitative standards of Ohio Administrative Code Section 5101 as follows:

1. 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.

2. If the Provider is seeking rehabilitation for any other individual serving HCJFS Consumers, Provider must provide written verification from the individual that the rehabilitative conditions of OAC 5101:2-5-09 have been met.

HCJFS will review the facts presented and may allow the individual to work with, volunteer with or transport HCJFS Consumers on a case-by-case basis. It is HCJFS' sole discretion to permit a rehabilitated individual to work with, volunteer with or transport our Consumers.

D. Verification of Job or Volunteer Application

Provider will 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 to provide Services in relation to this Contract unless it has received satisfactory employment references, work history, relevant experience, and training information.

47. LOBBYING

During the life of this Contract, Provider warrants and represents that Provider has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Provider further warrants and represents that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award.

Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate this Contract.

48. DRUG-FREE WORKPLACE

Provider certifies and affirms Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 630, Subpart F. Provider will make a good faith effort to ensure all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

49. FAITH-BASED ORGANIZATIONS

Provider agrees it will perform the Services under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 in a manner that will ensure the religious freedom of Consumers is not diminished and it will not discriminate against any Consumer based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this Contract will be used to promote the religious character and activities of Provider. If any Consumer objects to the religious character of the organization, Provider will immediately notify HCJFS.

50. CONSUMER EDUCATION & HEALTH INFORMATION DOCUMENTATION

Provider agrees to comply with the provisions of the OAC related to the provision and documentation of comprehensive health care for children in placement. Such provisions include but are not limited to OAC 5101:2-42-66.1 and 5101:2-42-66.2. A copy of all health care documentation shall be maintained in Consumer's case file and supplied to HCJFS upon receipt by the Provider.

Provider further agrees to assist HCJFS in securing and maintaining the educational and school enrollment documentation required by OAC 5101:2-38-08.

51. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable environmental protection agency regulation. Provider

understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable environmental protection agency regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

52. ENERGY POLICY AND CONSERVATION ACT

Provider agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency that 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).

53. PERFORMANCE OUTCOMES AND INCENTIVES

Provider is to demonstrate the ability to produce reliable outcome data exhibiting their organization's performance above and beyond their current level of effort for providing foster care services. HCJFS will reimburse Provider for the achievement of performance outcomes using the benchmarks identified in Attachment J of the RFP and as revised in Addendum 1 – "2014 Provider Performance Outcome Measures- Foster Care- SORC".

54. RESERVED

55. DECLARATION OF PROPERTY TAX DELINQUENCY

As part of its submitted proposal, Provider completed a notarized Declaration of Property Tax Delinquency form, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicated any delinquent taxes, a copy of the notarized form has been transmitted to the county treasurer within thirty (30) days of the date it was submitted. A copy of the notarized form shall be attached hereto and incorporated herein by reference as Attachment E to Exhibit VII, Provider's Proposal.

Provider further agrees it will complete a notarized Declaration of Property Tax Delinquency form prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any Services rendered during such renewal term until this requirement has been met.

56. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree this Contract shall not be assigned by Provider without the prior written approval of HCJFS. Provider may not subcontract any of the Services agreed to in this Contract without the express written consent of HCJFS. Notwithstanding any other provisions of this Contract affording Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day prior written notice.

All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees it will remain primarily liable for the provision of all Services under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract, including, but not limited to reporting requirements, are being met. Provider must notify HCJFS within one (1) business day when Provider knows or should have known the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Contract with Provider is terminated. Provider shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

57. GOVERNING LAW

This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

58. LEGAL ACTION

Any legal action brought pursuant to the Contract will be filed in Hamilton County, Ohio courts under Ohio law.

59. INTEGRATION AND MODIFICATION

This instrument embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous

communications, representations or contracts, either written or oral, between the parties to this Contract. This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

Provider acknowledges and agrees that only staff from the HCJFS Contract Services Section may implement written Contract changes. In no event will an oral agreement with HCJFS be recognized as a legal and binding change to the Contract.

60. SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Contract 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 and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

61. AMENDMENT

This writing constitutes the entire Contract between Provider and HCJFS with respect to the Services. This Contract may be amended only in writing. Notwithstanding the above, the parties agree that amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and HCJFS and effective as of the date of enactment of the law, statute, or regulation.

62. WAIVER

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

63. NO ADDITIONAL WAIVER IMPLIED

If HCJFS or Provider fails to perform any obligations under this Contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

64. CONTRACT CLOSEOUT

At the discretion of HCJFS, a Contract Closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the Contract Closeout is to verify that there are no outstanding claims or disputes and to ensure all required forms, reports and deliverables were submitted to and accepted by HCJFS in accordance with Contract requirements.

65. HCJFS CONTACT INFORMATION

A. HCJFS Contacts -Provider should contact the following HCJFS staff with questions:

Name	Telephone	Facsimile	Department	Responsibility
Laura Keith	(513) 946-1210	(513) 946-2384	Contract Services	contract changes, contract language
Nadine Hudgins	(513) 946-2364	(513) 946-	Program Management	service point of contact, service authorization, invoice review
Ryan Mitchell	(513) 946-1519	(513) 946-1320	Fiscal	billing & payment, invoice processing
Stacy Woosley	946-2079	(513) 946-1296	Utilization Management	appeals

B. Provider Contacts -HCJFS should contact the following Provider staff with any questions:

Name	Telephone	Facsimile	Department	Responsibility
Andrea Engel-Dixon	513-619-2935	513-619-2935	Business Management	contract changes, contract language
MaryClare Donaldson	513-619-2961	513-619-2961	Program Management	service point of contact, service referral contact

66. RESERVED

The terms of this Contract are hereby agreed to by the Parties, as shown by the signatures of representatives of each.

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this 4th day of Feb, 2014

Provider or Authorized Representative: Patricia L. Burke

Title: President & CEO Date: 2.4.14

Honorable Board of County Commissioners
Hamilton County, Ohio

By: _____

By: _____

By: _____

OR

By: _____ Date: _____
County Administrator
Hamilton County, Ohio

OR

By: _____ Date: _____
Purchasing Director
Hamilton County, Ohio

Recommended:

By: _____ Date: 2/4/14
Moira Weir, Director
Hamilton County Department of Job & Family Services

Approved as to form:

By: _____ Date: 12/20/13
Prosecutor's Office
Hamilton County, Ohio

Prepared By: LH
Checked By: RB
Approved By: LCL

RB

RESOLUTION NUMBER J040-14
AUTHORIZING AGREEMENTS BETWEEN BUNKER HILL HAVEN FOR BOYS AND THE BOARD OF HAMILTON COUNTY COMMISSIONERS ON BEHALF OF THE DEPARTMENT OF JOB & FAMILY SERVICES (HCJFS) FOR GROUP HOME SERVICES

7

BY THE BOARD:

WHEREAS, HCJFS is in need of group home services for children in the custody of Hamilton County with behavioral /emotional problems requiring placements outside of their biological homes; and

WHEREAS, Bunker Hill Haven for Boys has agreed to provide the required placement services; and

WHEREAS, HCJFS is required to follow federal procurement rules for purchases that use federal funds; and

WHEREAS, HCJFS procured these services through a bid process administered by HCJFS; and

WHEREAS, all of the expenditures for these contracts are paid from Vendorless Encumbrance (VE006136), which sets aside funds for this purpose; and

WHEREAS, there is no accurate way to determine the actual amount of the annual expenditure for each vendor due to the fact that the amount will be based upon the number of children placed, approved, contracted per diem and the lengths of stay for the children in the service; and

WHEREAS, the information contained in the table below represents our best estimation of dollars to be spent based on historical data, and contains a listing of the vendor providing this specialized care.

#	Vendor	Estimated Amount	Explanation of Action Required	Begin Date	End Date
	Bunker Hill Haven for Boys	$20,000.00	Group Home Services	01/01/14	12/31/14

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Hamilton County, Ohio authorizes the County Administrator to enter into the agreements with the vendor listed in the above table for group home services.

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to certify copies of this resolution to Christian Sigman, County Administrator; Moira Weir, Director, Job and Family Services, Lora Wolfe, Director of Contract Services, Job and Family Services; and Dusty Rhodes, County Auditor.

ADOPTED at a adjourned regularly meeting of the Board of County Commissioners of Hamilton County, Ohio, this 5th day of March, 2014.

Mr. Hartmann _____ Mr. Monzel _____ Mr. Portune _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners of Hamilton County, Ohio, this 5th day of March, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Board of County Commissioners of Hamilton County, Ohio, this 5th day of March, 2014.

_____
Jacqueline Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio

Hamilton County

Greg Hartmann
President
Phone (513) 946-4405
Fax (513) 946-4404

Chris Monzel
Vice President
Phone (513) 946-4409
Fax (513) 946-4407

Todd Portune
Phone (513) 946-4401
Fax (513) 946-4446

Board of County Commissioners

Room 603
County Administration Building
138 East Court Street
Cincinnati, Ohio 45202

TDD/TTY: (513) 946-4719

www.hamilton-co.org

Christian Sigman
Administrator
Phone (513) 946-4420
Fax (513) 946-4444

Jacqueline Panioto
Clerk of the Board
Phone (513) 946-4414
Fax (513) 946-4444

Board of County Commissioners Document Submission Policy

Documents submitted for consideration by the Board on any of its meeting agendas are accessible on the Internet.

Accordingly, each county department, agency, official, or employee submitting documents to the Board for agenda consideration shall first review and screen the packet for information that is confidential or otherwise not subject to public disclosure pursuant to the Ohio Public Records Act.

If it is necessary for the Board to review such non-public information, arrangements shall be made through the Clerk of the Board to keep any required confidentiality intact.

Each set of documents submitted shall include a notation demonstrating compliance with this policy and it shall also Include the printed name and signature of the person conducting the review and the date."

Bunker Hill Haven; Group Home - 129679

The documents submitted have been reviewed by:

Ray Burton for Lora Wolfe
Signature

Lora Wolfe
Print Name

Date February 21, 2014

4/29/2011

Contract # 129679

HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES PURCHASE OF SERVICE CONTRACT

This Contract is entered into on _____between the Board of County Commissioners, Hamilton County, Ohio (County) on behalf of the Hamilton County Department of Job & Family Services (HCJFS) and **Bunker Hill Haven for Boys**, (Provider) with an office at **1050 Garner Road, Hamilton, Ohio, 45013,** whose telephone number is (513) 756-9657, for the purchase of **Group Home Services (the "Contract").**

1. TERM

This Contract will be effective from **01/01/2014** through **12/31/2014** (the "Initial Term") inclusive, unless otherwise terminated by formal amendment.

In addition to the Initial Term described above, this Contract may be renewed, at the option of HCJFS, for two (2) additional, one (1) year terms (the "Renewal Term(s)") unless HCJFS gives Provider written notice not less than sixty (60) days prior to the expiration of the term, then in effect, of its intention not to renew.

2. SCOPE OF SERVICE

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits, Provider agrees to perform group home services for youth referred by HCJFS (the "youth" or "Consumer") as more particularly described in Exhibit I, (individually, the "Service", collectively the "Services"). The parties agree that a billable unit is a day that the consumer is in the care of the Provider, subject to section 5.C. The following exhibits are deemed to be a part of this Contract as if fully set forth herein:

1. Exhibit I – Scope of Work
2. Exhibit II – Budget
3. Exhibit III –Reporting Protocol

4. Exhibit IV – MCP Installation and Support
5. Exhibit V – Transition Plan
6. Exhibit VI – The Request for Proposal
7. Exhibit VII – Provider's Proposal
8. Exhibit VIII – Release of Personnel Records and Criminal Record Check
9. Exhibit IX - 2014 Provider Performance Outcome Measures- Group Home- SORC

B. ORDER OF PRECEDENCE

This Contract is based upon Exhibits I through IX as defined in Section 2.A. Exhibits above. This Contract and all exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Contract irreconcilably conflicts with an exhibit, this Contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

1. Exhibit I – Scope of Work
2. Exhibit VI – The Request for Proposal
3. Exhibit VII – Provider's Proposal

3. CONSUMER AUTHORIZATIONS

A. Form of Consumer Authorization

Provider agrees that it will only provide Services to Consumers for whom it has obtained a written pre-authorization from HCJFS (the "Consumer Authorization"). Provider agrees it will give HCJFS thirty (30) days prior written notice before terminating any Consumer currently enrolled with such Provider or on temporary leave.

B. Reimbursement for Services

HCJFS will not reimburse for any Service: 1) not authorized via a Consumer Authorization; or 2) exceeding the total authorized Units of Service set forth on the Consumer Authorization.

It is the responsibility of Provider to monitor the Units of Service set forth on each Consumer Authorization. Subject to paragraph C, Provider agrees that it will not receive payment for any Service exceeding a Consumer Authorization or for which no Consumer

Authorization has been issued. Provider is responsible for requesting additional Consumer Authorizations **prior** to the time such additional Services are rendered.

C. Administrative Appeal of Denial of Consumer Authorization

Provider has sixty (60) days from the date of receipt of a denial by HCJFS to issue a Consumer Authorization to request an administrative appeal. An administrative appeal is only permitted in those cases where: 1) Service has been provided with a Consumer Authorization and such Service was rendered within the ninety (90) day period preceding the date of notification of denial of the issuance of a Consumer Authorization; or 2) Provider has requested additional Consumer Authorizations but has been denied.

4. TITLE IV-E PROVIDER

Provider warrants and represents that it is a Title IV-E Provider. Provider must have certified Title IV-E rates and agrees to provide copies of certification letter(s) to HCJFS upon receipt. Provider further agrees it is and will remain in compliance with all federal, state and local laws, rules and regulations applicable to a Title IV-E Provider.

5. BILLING AND PAYMENT

A. Unit Rate Calculation

Provider warrants and represents that the Budget, Exhibit II, submitted as a part of its Proposal, Exhibit VII, is based upon current financial information and projections and includes all categories of costs needed to calculate the cost of a Unit of Service (the "Unit Rate") and that all revenue sources available to Provider to serve Consumers have been detailed in the Budget, Exhibit II, and utilized, where possible, to reduce the Unit Rate.

Provider warrants and represents the following costs are not included in the Budget and these costs will not be included in any invoice submitted for payment: 1) the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions to a contingency reserve or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6)

entertainment costs for amusements, social activities and related costs for persons other than Consumers; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

B. Unit Rate

Each category of Service listed below, as defined in Exhibit I, will be compensated in the following amounts:

1. $99.00 per day per Consumer for a Group Home Unit of Service performed by Provider.

C. Placement Costs

In the case of out-of-home placements, HCJFS will pay for the first day a Provider is rendering Service to a Consumer, regardless of the time the Consumer is placed with the Provider for such day. HCJFS will not pay for the last day a Consumer is in placement, regardless of the number of hours the Consumer is placed with Provider for such day.

D. Hold Bed Procedure

In the case of an unplanned or planned leave of absence of a Consumer, Provider agrees to hold the Consumer's bed for three (3) days. HCJFS will pay for those three (3) absence days unless Provider is otherwise notified in writing. For planned absences, including but not limited to family visits, camp, and vacation, notification to HCJFS of such absence must occur **prior** to the Consumer leaving placement. For unplanned absences, including but not limited to AWOL, hospitalization, or incarceration, Provider must notify HCJFS Utilization Management immediately of such absence. If HCJFS is not notified of a planned or unplanned leave of absence, Provider will not be paid for such leave. Provider must directly contact the HCJFS Utilization Care Manager once the Consumer has returned to placement in order to resume active authorization for Services.

Notwithstanding the above, if Provider is notified that a Consumer is able to be returned to his/her placement location, Provider shall transport the Consumer to the placement (or a similar placement) on the day of such notification. To the extent, Provider fails to return a Consumer to a placement (or a similar placement) on the day of notification, a hold bed will not be authorized and payment will not be made for such day(s).

Provider may appeal a three (3) day hold bed by contacting the HCJFS Utilization Management Manager, by email or fax, within three (3) days.

E. Invoice and Payment Procedure

1. Within thirty (30) days of the end of the service month, Provider shall send an invoice to HCJFS. Provider shall make all reasonable efforts to include all Service provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices must include the following information:

    a. Provider's name, address, telephone number, fax number, vendor number and Title IV-E Provider number;
    b. The number of Units of Service supplied by Provider multiplied by the Unit Rate for such Service;
    c. Billing date and service dates;
    d. Consumer's name and Person ID;

e. Public Children's Services Agency (the "PCSA") number, if any; and

f. SACWIS Authorization number.

2. HCJFS will not pay for any Service if: a) the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in which the Service was performed; or b) the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.

   Provider will not be granted an extension of time to correct timely, but incomplete or inaccurate invoices.

3. HCJFS will make every reasonable effort to pay timely and accurate invoices within thirty (30) calendar days of receipt for all invoices received in accordance with the terms of this Contract. Notwithstanding any other provision of this Contract to the contrary, HCJFS will only pay for Services for which a Consumer Authorization was issued.

F. Administrative Appeal of Denial of Payment

1. Denial of payment for any Service(s) rendered by Provider arising from this Contract must be appealed, by email or fax, to HCJFS within sixty (60) business days from receipt of the payment denial. Provider agrees it will include all documentation to be considered with any appeal. If Provider seeks an appeal of more than one (1) claim for payment, the claims should be submitted at the same time accompanied by all required documentation.

2. The appeal will be reviewed by a HCJFS Utilization Management Specialist who will make a recommendation to an HCJFS Utilization Management Manager. A final decision will be issued by such HCJFS Utilization Management Manager within ten (10) business days of the appeal review. The final decision will be binding.

3. If HCJFS approves the appeal, new invoices must be received by HCJFS within fifteen (15) business days from the date of the letter approving the appeal. New invoices received after the fifteen (15) business days grace period will not be paid by HCJFS.

4. In no event will HCJFS consider any appeal of a denial of payment for Service(s) previously appealed to HCJFS.

G. Miscellaneous Payment Provisions

1. Additional Cost

The compensation paid pursuant to this Contract shall be payment in full for any Service rendered pursuant to this Contract. No fees or costs shall be charged without prior written approval of HCJFS.

2. Duplicate Payment

Provider warrants and represents claims made to HCJFS for payment for Services provided shall be for actual Services rendered to Consumers and do not duplicate claims made by Provider to other sources of public funds for the same service.

6. NO ASSURANCES

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

7. NON-EXCLUSIVE

This is a non-exclusive Contract, and HCJFS may purchase the same or similar item(s) from other providers at any time during the term of this Contract.

8. AVAILABILITY OF FUNDS

This Contract 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 Contract. By sole

determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the services performed by Provider hereunder, HCJFS reserves the right to exercise one of the following alternatives:

1. Reduce the utilization of the services provided under this Contract, without change to the terms and conditions of the Contract; or
2. Issue a notice of intent to terminate the Contract.

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

9. TERMINATION

A. Termination for Convenience

1. By HCJFS

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon the Provider ninety (90) calendar days prior to the effective date of termination.

2. By Provider

This Contract may be terminated by Provider upon notice, in writing, delivered upon HCJFS one hundred twenty (120) calendar days prior to the effective date of termination.

B. Termination for Cause by HCJFS

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise materially breaches this Contract, HCJFS may consider Provider in default. HCJFS 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 HCJFS to cure such default. HCJFS 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 HCJFS

disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Provider.

If Provider fails to cure the default in accordance with an approved plan, then HCJFS may terminate this Contract at the end of the thirty (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or HCJFS may have under this contract. For purposes of the Contract, material breach shall mean an act or omission that violates or contravenes an obligation required under the Contract and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Contract 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 Contract.

Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a Consumer; iv) unethical business practices or procedures; and v) any other event that HCJFS deems harmful to the well-being of a Consumer, HCJFS may immediately terminate this Contract upon delivery of a written notice of termination to Provider.

C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for any invoices that have been issued in accordance with this Contract for Services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.

2. Provider, upon receipt of notice of termination, agrees to take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.

3. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Provider. HCJFS may withhold any

compensation to Provider for the purpose of off-set until such time as the amount of damages due HCJFS from Provider is agreed upon or otherwise determined.

10. TRANSITION PLAN

The Transition Plan to be used in the event of termination or expiration of this Contract is attached to and incorporated into this Contract as Exhibit V. The goals of the Transition Plan are to: a) ensure continuity of care; b) not disrupt care unnecessarily; and c) ensure the safety of Consumers and their families. The parties agree that each shall provide reasonable cooperation in the transitioning of responsibilities to any other person or entity selected by HCJFS to assume administration of such responsibilities. To ensure continuity of services to Consumers and families, the Transition Plan , at a minimum, includes the following schedule:

1. Consumer records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
2. A monthly Service Authorization report will be provided to HCJFS or designee until the termination date of the Contract; and
3. "Data dump" to HCJFS of all consumer data from Provider's electronic systems will occur within thirty (30) days after the termination date of the Contract.

HCJFS reserves the right to waive any of the above Transition Plan requirements and dates at its sole discretion.

11. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability. Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect HCJFS' property or employees which are necessary to Provider's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

Provider shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control, which prevents Provider from carrying out its obligations contained herein.

12. GOOD FAITH EFFORT

In the event of termination of this Contract, both parties agree to work cooperatively and use their best efforts to minimize any adverse affects of such termination on the Consumers.

13. DISPUTE RESOLUTION

The parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Other than disputes regarding Case Plans, as that term is described in Section 15 Case Plans, either party may bring any dispute forward to the other in form of a written notice of dispute (the "Notice of Dispute"). The Notice of Dispute shall state the facts surrounding the claim, together with its character and scope and include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

A maximum of twenty (20) working days is allowed at each of Step 1 and Step 2 (unless extended in writing by both parties) before the dispute resolution procedure is automatically elevated to the next higher step. Step 1 representatives are as follows:

Representative for HCJFS: HCJFS' Contract Manager
Representative for Provider: Provider's Project Manager

If an agreement cannot be reached during Step 1, the grieving party may elevate the dispute to Step 2 using the following representatives:

Representative for HCJFS: Unit Supervisor for Contract Services
Representative for Provider: Provider's Project Manager

If an agreement cannot be reached during Step 2, the grieving party may elevate the dispute to Step 3 using the following representatives:

Representative for HCJFS: Director of Contract Services
Representative for Provider: Provider's Project Manager

All representatives shall communicate with each other to readily resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

14. WARRANTIES AND REPRESENTATIONS

A. Provider warrants and represents that, at all times during the Contract term, Provider shall maintain a license or certification in good standing to operate a group home facility. Provider additionally shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.

B. Provider warrants and represents that its Services shall be performed in a professional and work like manner in accordance with applicable professional standards.

C. Provider warrants and represents that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal, state and local laws and regulations, including but not limited to Office of Management and Budget Circular A-133, 2 C.F.R. Part 215, 2 C.F.R. Part 220, 2 C.F.R. Part 225, 2 C.F.R. Part 230, ORC statutes and OAC rules, and the statutes and rules of Provider's home state in the conduct of work hereunder.

D. Provider warrants and represents all other sources of revenue have been actively pursued prior to billing HCJFS for Services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue.

E. Provider warrants and represents that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.

F. Provider warrants and represents that it will be responsible for the payment of any and all unemployment compensation premiums, income tax deductions, pension deductions, and any other taxes or payroll deductions required for the performance of the Services by Provider's employees.

15. CASE PLANS

Provider agrees to participate with HCJFS in the development, modification and implementation of a case plan (the "Case Plan") for each Consumer placed with Provider. Such Case Plans will be

developed and maintained in coordination with any treatment plans developed for a Consumer. HCJFS shall provide a copy of the Case Plan to the Provider within thirty (30) days of placement of the Consumer or such time as may be agreed to from time to time by the parties, in writing. The parties agree to work cooperatively to resolve all disputes regarding a Case Plan through the use of a joint case conference. If a dispute related to a Case Plan cannot be resolved from a joint case conference, the parties agree HCJFS shall be the sole authority to render a decision on such dispute. The provisions of Section 13 Dispute Resolution shall not apply to disputes regarding Case Plans.

16. LICENSING REQUIREMENTS AND QUALITY REVIEW

Provider warrants and represents Provider is, and for the duration of the Contract shall remain, duly licensed in accordance with the laws of the state(s) in which the Provider practices. Provider agrees to notify HCJFS immediately if its license to practice is restricted, modified, suspended, revoked or terminated. Provider shall provide HCJFS with documentation relating to its license modification, such as but not limited to temporary licensure or corrective action plans. Provider further agrees to participate in and comply with the requirements of HCJFS utilization review, quality management and credentialing and re-credentialing programs and to observe and comply with all other protocols, policies, guidelines and programs established by HCJFS.

17. MAINTENANCE OF SERVICE

Provider certifies the Services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the Unit Rate and that the level of service existing prior to the Contract, if applicable, shall be maintained. Provider further certifies federal funds will not be used to supplant non-federal funds for the same service.

18. MANAGED CARE PARTNERSHIP

If Provider serves an average of ten (10) or more HCJFS Consumers per month, it is required to use MCP for clinical record-keeping, obtaining prior authorizations and reporting. If Provider serves less than an average of ten (10) HCJFS Consumers per month, it has the option of using MCP or submitting documentation for additional authorizations hard copy via fax. The system specifications associated with using MCP are listed in Exhibit IV, MCP Installation and Support.

For purposes of this Contract, Managed Care Partnership (MCP) is the Management Information System created by HCJFS to house on-line Consumer specific information for HCJFS Consumers in placement.

Information obtained by Provider from MCP must be obtained solely for business reasons. Additionally, if the information is printed it must be secured in a manner which is deemed to be HIPAA compliant.

19. REPORTS

A. As a condition for receiving Title IV-E foster care reimbursement (if applicable), each public children services agency, private child placing agency, and private non-custodial agency shall file a Title IV-E cost report including supplements and attachments with ODJFS. Provider shall submit evidence the Title IV-E cost report was filed in accordance with the requirements set forth in OAC 5101:2-47-26.1.

B. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS. In this same regard, Provider agrees to follow HCJFS' policies and procedures for reporting such cases, which are set forth in Exhibit III, attached hereto and incorporated herein by reference. Provider agrees to cooperate and assist in any investigation and follow-up activities occurring in relation to such cases. The parties agree changes to Exhibit III made by HCJFS will be sent to Provider and considered incorporated into this Contract without the need for an amendment to this Contract.

C. The monthly contract program financial report shall be submitted to HCJFS Contract Services Section no later than forty-five (45) days after the end of the service month. This report is required if Provider serves an average of ten (10) or more HCJFS Consumers each month.

D. HCJFS reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with such reports as requested. HCJFS may exercise this right without a Contract amendment.

E. HCJFS reserves the right to withhold payment until such time as all required reports are received.

20. GRIEVANCE PROCESS

Provider will post its grievance policy and procedures in a public or common area at each contracted site so all Consumers and representatives are able to observe this policy. Provider will notify

HCJFS in writing on a monthly basis of all grievances initiated by Consumers or their representatives involving the services. Provider shall submit any facts pertaining to the grievance and the resolution of the grievance to HCJFS Contract Manager, no less frequently than monthly.

21. NON-DISCRIMINATION IN EMPLOYMENT

Provider certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this Contract, Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Provider will take affirmative action to ensure that during employment all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Provider complies with all applicable federal, state and local non-discrimination laws and regulations.

Provider, or any person claiming through the Provider, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of said Provider.

22. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

Provider agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated thereunder. Provider further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any HCJFS Consumer in its performance of this Contract on the basis of race, color, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Consumers through the use of an oral or written translator or interpretation services in compliance with this requirement, Consumers shall not be required to pay for such assistance.

23. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to ORC Chapter 5107 and 5108, the Prevention, Retention, and Contingency Program, Provider agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works First Program. Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to HCJFS Consumers.

24. SOLICITATION OF EMPLOYEES

Provider and HCJFS warrant that for one (1) calendar year from the beginning date of this Contract, Provider and HCJFS will not solicit each other's employees for employment. The term "Provider" includes any agent or representative of the Provider.

25. RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with Provider in the conduct of the provisions of this Contract. Provider shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on HCJFS or the BOCC.

26. CONFLICT OF INTEREST

Provider agrees there is no financial interest involved on the part of any employee or officer of HCJFS or the County involved in the development of the specifications or the negotiation of this Contract. Provider has no knowledge of any situation that would be a conflict of interest. It is understood a conflict of interest occurs when a HCJFS employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

Provider will report the discovery of any potential conflict of interest to HCJFS. If a conflict of interest is discovered during the term of this Contract, HCJFS may exercise any right under the Contract, including termination of the Contract.

27. DISCLOSURE

Provider hereby covenants it has disclosed any information that it possesses about any business relationship or financial interest said Provider has with a County employee, employee's business, or any business relationship or financial interest a County employee has with Provider or in Provider's business.

28. CONFIDENTIALITY

Provider agrees to comply with all federal and state laws applicable to HCJFS and the confidentiality of HCJFS Consumers. Provider understands access to the identities of any HCJFS Consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. Provider agrees that the use or disclosure of information concerning HCJFS Consumers for any purpose not directly related to the administration of this Contract is prohibited. Provider will ensure all Consumer documentation is protected and maintained in a secure and safe manner.

29. PUBLIC RECORDS

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

30. AVAILABILITY AND RETENTION OF RECORDS

A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, consumer records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and consumer used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all

deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

B. Provider agrees it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS.

C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.

D. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be reimbursed, and overpayments will be recovered through the audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Provider staff that details the Service(s) provided to or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).

31. AGREED UPON PROCEDURES AND AUDITS

A. Agreed Upon Procedures Engagement

If Provider participates in the Title IV-E Program, Provider shall conduct or cause to be conducted an annual "Agreed Upon Procedures" engagement (the "engagement") of its Title IV-E cost report (the "Cost Report") in accordance with OAC 5101:2-47-26.2. A copy of the engagement report shall be submitted to HCJFS within six (6) months after the end of the Provider's fiscal year. Any overpayments or underpayments of federal funds due to adjustments of cost report reimbursement ceiling amounts as a result of the engagement, shall be resolved in accordance with OAC 5101:2-47-26.2.

B. Audit Requirements

1. Provider shall conduct or cause to be conducted an annual independent audit of its financial statements in accordance with the audit requirements of ORC Chapter 117. Audits will be conducted using a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units.

2. Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception or finding, related to the provision of Service under this Contract.

   Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider may be asked to sign a Repayment Agreement with HCJFS. Provider agrees HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract. If repayments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current. Checks held more than sixty (60) days may be canceled and may not be re-issued. HCJFS also reserves the right to not increase the rate(s) of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding. Any change to the Repayment Agreement will require a formal amendment to be signed by all parties.

3. Provider agrees to give HCJFS a copy of Provider's most recent annual report and most recent annual independent audit report within fifteen (15) days of receipt of such reports.

4. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

5. HCJFS reserves the right to evaluate programs of Provider and its subcontractors. The evaluation may include, but is not limited to reviewing records, observing programs, and interviewing program employees and Consumers. HCJFS shall not be responsible for costs incurred by Provider for these evaluations.

32. DEBARMENT AND SUSPENSION

Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

33. DEBT CHECK PROVISION

The Debt Check Provision, ORC 9.24, prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding for recovery has been issued by the Ohio Auditor of State if the finding for recovery is unresolved. By entering into this Contract, Provider warrants and represents a finding for recovery has not been issued to the Ohio Auditor of State. Provider further warrants and represents Provider shall notify HCJFS within one (1) business day should a finding for recovery occur during any term of the Contract.

34. CORRECTIVE ACTION PLANS

Provider agrees to notify HCJFS immediately of any Corrective Action Plan ("CAP") issued from any state or other county agency regarding the services provided pursuant to this Contract. HCJFS may withhold Consumer Authorizations or immediately terminate this Contract, upon written notice, if Provider fails to comply with any state or county CAP. HCJFS will send written notice to the Provider in the event Consumer authorizations are being withheld. Upon request, Provider shall meet with HCJFS staff in a timely manner to provide a written plan detailing how it will respond to any CAP. Provider will also keep HCJFS informed of the current status regarding a CAP.

35. PROPERTY OF HAMILTON COUNTY

The deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed 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 HCJFS, then Provider agrees to and by executing this Contract hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables. HCJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

Any Deliverable provided or produced by Provider under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of HCJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for HCJFS and Provider to use such copyrighted matter in the manner provided herein. Provider agrees that all Deliverables will be made freely available to the general public unless HCJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

36. INSURANCE

Provider agrees to procure and maintain for the term of this Contract 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-: VII. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this contract, as further defined in paragraph F. 7. of this section and as required by ORC 2744.05. 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 Contract contemplates the transportation of the users of Hamilton County services (such as but not limited to HCJFS consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars ($1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

1. Additional insured endorsement;
2. Pay on behalf of wording;
3. Concurrency of effective dates with primary;
4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and

umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

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

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers. 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: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners, Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract 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) days prior written notice given to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

4. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County 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.

Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

5. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.

6. 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 Contract with the County on behalf of HCJFS.

7. 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 HCJFS. Provider will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties enumerated in this section.

8. Provider, the County, and HCJFS 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.

9. Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be excess of Provider's insurance and shall not contribute to it.

10. If any of the work or Services contemplated by this Contract is subcontracted, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

37. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the County, HCJFS and 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 Contract), 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 Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor's (s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. 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.

38. RESERVED

39. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Provider will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the HCJFS Communications Director, unless Provider is required to release requested information by law. HCJFS reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Provider's performance under the Contract. Except where HCJFS approval has been granted in advance, Provider will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents

HCJFS may provide to Provider to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities.

If contacted by the media about this Contract, Provider agrees to notify the HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Provider from using Contract information and results to market to specific consumers or prospects.

40. MARKETING

Any program description intended for internal or external use shall contain a statement that funding for such program is provided by the Board of County Commissioners, Hamilton County, Ohio on behalf of the Hamilton County Department of Job and Family Services.

41. 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 Contract, 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.

42. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

Provider agrees to comply with all Health Insurance Portability and Accessibility Act ("HIPAA") requirements and meet all HIPAA compliance dates.

43. RESIDENTIAL FACILITY OPERATION AND SAFETY REQUIREMENTS

Provider agrees to comply with the provisions of OAC 5101:2-9 et seq. 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.

44. SCREENING AND SELECTION

A. Criminal Record Check

Provider warrants and represents it will comply with ORC 2151.86 and will complete criminal record checks on all individuals assigned to work with, volunteer with or transport Consumers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII") and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or appropriate local Police and Sheriff's Offices) and any additional law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Individual's record checks must be monitored annually thereafter. Annual checks may be completed via an HCJFS approved record search company or directly with appropriate local Police and Sheriff's Offices. Provider shall insure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit VIII to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

Provider shall not assign any individual to work with or transport Consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.

Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Bureau of Motor Vehicle Transcript

Any individual transporting Consumers shall possess the following qualifications:

1. prior to allowing an individual to transport a Consumer, an initial satisfactory Bureau of Motor Vehicle ("BMV") transcript from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual's state of residence must be obtained; and
2. thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual's state of residence; and

3. a current and valid driver's license must be maintained.

In addition to the requirements set forth above, Provider will not permit any individual to transport a Consumer if:

1. the individual has a condition which would affect safe operation of a motor vehicle;
2. the individual has six (6) or more points on his/her driver's license; or
3. the individual has been convicted of driving while under the influence of alcohol or drugs.

C. Rehabilitation

Notwithstanding the above, Provider may make a request to HCJFS to utilize an individual if Provider believes the individual has met the rehabilitative standards of Ohio Administrative Code Section 5101 as follows:

1. 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.

2. If the Provider is seeking rehabilitation for any other individual serving HCJFS Consumers, Provider must provide written verification from the individual that the rehabilitative conditions of OAC 5101:2-5-09 have been met.

HCJFS will review the facts presented and may allow the individual to work with, volunteer with or transport HCJFS Consumers on a case-by-case basis. It is HCJFS' sole discretion to permit a rehabilitated individual to work with, volunteer with or transport our Consumers.

D. Verification of Job or Volunteer Application

Provider will 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 to provide Services in relation to this Contract unless it has received satisfactory employment references, work history, relevant experience, and training information.

45. LOBBYING

During the life of this Contract, Provider warrants and represents that Provider has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Provider further warrants and represents that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate this Contract.

46. DRUG-FREE WORKPLACE

Provider certifies and affirms Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 630, Subpart F. Provider will make a good faith effort to ensure all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

47. FAITH-BASED ORGANIZATIONS

Provider agrees it will perform the Services under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 in a manner that will ensure the religious freedom of Consumers is not diminished and it will not discriminate against any Consumer based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this Contract will be used to promote the religious character and activities of Provider. If any Consumer objects to the religious character of the organization, Provider will immediately notify HCJFS.

48. CONSUMER EDUCATION & HEALTH INFORMATION DOCUMENTATION

Provider agrees to comply with the provisions of the OAC related to the provision and documentation of comprehensive health care for children in placement. Such provisions include but are not limited to OAC 5101:2-42-66.1 and 5101:2-42-66.2. A copy of all health care documentation shall be maintained in Consumer's case file and supplied to HCJFS upon receipt by the Provider.

Provider further agrees to assist HCJFS in securing and maintaining the educational and school enrollment documentation required by OAC 5101:2-38-08.

49. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable environmental protection agency regulation. Provider understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable environmental protection agency regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

50. ENERGY POLICY AND CONSERVATION ACT

Provider agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency that 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).

51. PERFORMANCE OUTCOMES AND INCENTIVES

Provider is to demonstrate the ability to produce reliable outcome data exhibiting their organization's performance above and beyond their current level of effort for providing foster care services. HCJFS will reimburse Provider for the achievement of performance outcomes using the benchmarks identified in Exhibit IX.

52. RESERVED

53. DECLARATION OF PROPERTY TAX DELINQUENCY

As part of its submitted proposal, Provider completed a notarized Declaration of Property Tax Delinquency form, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties

and interest thereon. If the form indicated any delinquent taxes, a copy of the notarized form has been transmitted to the county treasurer within thirty (30) days of the date it was submitted. A copy of the notarized form shall be attached hereto and incorporated herein by reference as Attachment E to Exhibit VII, Provider's Proposal.

Provider further agrees it will complete a notarized Declaration of Property Tax Delinquency form prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any Services rendered during such renewal term until this requirement has been met.

54. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree this Contract shall not be assigned by Provider without the prior written approval of HCJFS. Provider may not subcontract any of the Services agreed to in this Contract without the express written consent of HCJFS. Notwithstanding any other provisions of this Contract affording Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day prior written notice.

All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees it will remain primarily liable for the provision of all Services under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract, including, but not limited to reporting requirements, are being met. Provider must notify HCJFS within one (1) business day when Provider knows or should have known the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Contract with Provider is terminated. Provider shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

55. GOVERNING LAW

This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

56. LEGAL ACTION

Any legal action brought pursuant to the Contract will be filed in Hamilton County, Ohio courts under Ohio law.

57. INTEGRATION AND MODIFICATION

This instrument embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract. This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

Provider acknowledges and agrees that only staff from the HCJFS Contract Services Section may implement written Contract changes. In no event will an oral agreement with HCJFS be recognized as a legal and binding change to the Contract.

58. SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Contract 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 and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

59. AMENDMENT

This writing constitutes the entire Contract between Provider and HCJFS with respect to the Services. This Contract may be amended only in writing. Notwithstanding the above, the parties agree that amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and HCJFS and effective as of the date of enactment of the law, statute, or regulation.

60. WAIVER

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

61. NO ADDITIONAL WAIVER IMPLIED

If HCJFS or Provider fails to perform any obligations under this Contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

62. CONTRACT CLOSEOUT

At the discretion of HCJFS, a Contract Closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the Contract Closeout is to verify that there are no outstanding claims or disputes and to ensure all required forms, reports and deliverables were submitted to and accepted by HCJFS in accordance with Contract requirements.

63. CONTACT INFORMATION

A. HCJFS Contacts -Provider should contact the following HCJFS staff with questions:

Name	Telephone	Facsimile	Department	Responsibility
Ruth Biederman	(513) 946-1572	(513) 946-2384	Contract Services	contract changes, contract language
Jenna Addington	(513) 946-1924	(513) 946-1296	Program Management	service point of contact, service authorization, invoice review
Ryan Mitchell	(513) 946-1519	(513) 946-1320	Fiscal	billing & payment, invoice processing
Stacy Woosley	(513) 946-2079	(513) 946-1296	Utilization Management	appeals

B. Provider Contacts -HCJFS should contact the following Provider staff with any questions:

Name	Telephone	Facsimile	Department	Responsibility
Lori Turner Cindy Ditmyer	(513) 756-9657	(513) 756-9327	Business Management	contract changes, contract language
Lori Turner Cindy Ditmyer	(513) 756-9657	(513) 756-9327	Program Management	service point of contact, service referral contact

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

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this _____day of _____, 201_.

Provider or Authorized Representative: _____

Title: Trustee Date: 1/16/17

Honorable Board of County Commissioners
Hamilton County, Ohio

By: _____

By: _____

By: _____

OR

By: _____ Date: _____
County Administrator
Hamilton County, Ohio

OR

By: _____ Date: _____
Purchasing Director
Hamilton County, Ohio

Recommended:

By: _____ Date: 2/6/14
Moira Weir, Director
Hamilton County Department of Job & Family Services

Approved as to form:

By: _____ Date: 1/8/14
Prosecutor's Office
Hamilton County, Ohio

Prepared By: RCB
Checked By: DJ
Approved By: TAC

Revised 6-26-07

RESOLUTION NUMBER J041-14
AUTHORIZING AN EXECUTION OF AN AGREEMENT BETWEEN THE HAMILTON COUNTY SHERIFF'S OFFICE AND THE BOARD OF HAMILTON COUNTY COMMISSIONERS ON BEHALF OF THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (HCJFS) FOR THE PURCHASE OF TRIPS FOR THE SERVICE OF CHILD SUPPORT ARREST WARRANTS.

BY THE BOARD:

WHEREAS, The Hamilton County Department of Job and Family Services (HCJFS) is in need of the Sheriff's services for serving of arrest warrants; and

WHEREAS, the Hamilton County Sheriffs Office has agreed to provide the required services; and

WHEREAS, the HCJFS has determined that the Sheriffs Office is a sole source Provider; and

WHEREAS, the HCJFS and Provider have negotiated the terms of the agreement; and

WHEREAS, the Prosecutor has reviewed the agreement and has approved it as to form; and

WHEREAS, the term of this agreement is January 1, 2014 through December 31, 2014; and

WHEREAS, all IV-D expenditures for 2014 will be paid using Purchase Order Number 557687; and;

WHEREAS, funding for this agreement will be taken from the following accounts:

Fund	Department	OCA	Object Level 3	Amount
21015	JFS	123240	904	$704,536.71

;and

WHEREAS, the total dollar value of this agreement shall not exceed $704,536.71 over the life of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Hamilton County, Ohio authorizes the County Administrator to enter into the agreement with THE HAMILTON COUNTY SHERIFFS OFFICE.

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to certify copies of this resolution to Christian Sigman, County Administrator; Moira Weir, Director, Job and Family Services; Lora Wolfe, Director of Contract Services, Job and Family Services; Dusty Rhodes, County Auditor; and Jim Neil, Hamilton County Sheriff.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio, this 5th day of March, 2014.

Mr. Monzel _____ Mr. Hartmann _____ Mr. Portune _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners of Hamilton County, Ohio, the 5th day of March 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Board of County Commissioners of Hamilton County, Ohio, this 5th day of March, 2014.

_____

Jacqueline Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio

Hamilton County

Greg Hartmann
President
Phone (513) 946-4405
Fax (513) 946-4404

Chris Monzel
Vice President
Phone (513) 946-4409
Fax (513) 946-4407

Todd Portune
Phone (513) 946-4401
Fax (513) 946-4446

Board of County Commissioners

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Christian Sigman
Administrator
Phone (513) 946-4420
Fax (513) 946-4444

Jacqueline Panioto
Clerk of the Board
Phone (513) 946-4414
Fax (513) 946-4444

Board of County Commissioners Document Submission Policy

Documents submitted for consideration by the Board on any of its meeting agendas are accessible on the Internet.

Accordingly, each county department, agency, official, or employee submitting documents to the Board for agenda consideration shall first review and screen the packet for information that is confidential or otherwise not subject to public disclosure pursuant to the Ohio Public Records Act.

If it is necessary for the Board to review such non-public information, arrangements shall be made through the Clerk of the Board to keep any required confidentiality intact.

Each set of documents submitted shall include a notation demonstrating compliance with this policy and it shall also Include the printed name and signature of the person conducting the review and the date."

Contract #129719 with Hamilton County Sheriff's Office for Serving Child Support Warrants.

The documents submitted have been reviewed by:

Lora A. Wolfe

Signature

Lora Wolfe

Print Name

Date 2/20/14

4/29/2011

Ohio Department of Job and Family Services

IV-D CONTRACT

129719

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Hamilton County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with the Hamilton County Sheriff's Office (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2014 through 12/31/14, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A trip provided by the Sheriff's Office for the Child Support Enforcement Agency. This service involves the execution of arrest warrants in cases of criminal non-support and in appropriate civil cases, and personal service of process. This enhanced capacity for personal service of process is necessary for the CSEA to meet Federal Performance Standards. These services include Hamilton and contiguous counties .

   The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative

4. **IV-D Contract Costs:**

   4A. Unit Rate: The Unit Rate for this IV-D Contract is $128.10 per Unit of Service as determined by:
   - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
   - The procurement process for a IV-D Contract with a private entity.

   4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is $704,536.71

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

   5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	$239,542.48	Local Sources
FFP Reimbursement	$464,994.23	

Total IV-D Contract Cost	$704,536.71

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 a.m. and 4:00 p.m. on the following days Monday through Friday with the exception of the following days: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thankgiving Day, Day After Thanksgiving, and Christmas Day .

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

   - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or

   - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

   When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

   If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.

14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.

16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.

17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.

20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.

21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.

22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

23. **Termination:** This IV-D Contract may be terminated:

    23A. By mutual agreement at any time after the date on which the two parties reach their decision.

    23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

    23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.

    23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.

    23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.

23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative	Printed Name of CSEA's Representative Moria Weir
Date of Signature 2-18-14	

Signature of Contractor's Representative Jim Neil	Printed Name of Contractor's Representative Jim Neil
Date of Signature 02.12.2014	Printed Street Address of Contractor 1000 Sycamore Street, Room 110
Printed Title of Contractor's Representative Hamilton County Sheriff	Printed City, State, and Zip Code of Contractor Cincinnati, Ohio 45202

Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners	Date of Signature 2/3/14

Prepared By
Checked By
Approved By

9

RESOLUTION NUMBER J042-14
AUTHORIZING AGREEMENTS BETWEEN HEARNE HOUSE, INC. AND THE BOARD OF HAMILTON COUNTY COMMISSIONERS ON BEHALF OF THE DEPARTMENT OF JOB AND FAMILY SERVICES (HCJFS) FOR GROUP HOME SERVICES

BY THE BOARD:

WHEREAS, HCJFS is in need of group home services for children in the custody of Hamilton County with behavioral /emotional problems requiring placements outside of their biological homes; and

WHEREAS, HCJFS is required to follow federal procurement rules for purchases that use federal funds; and

WHEREAS, HCJFS procured these services through a single source solicitation process administered by HCJFS; and

WHEREAS, Hearne House, Inc. has agreed to provide the required placement services; and

WHEREAS, the agreement has been reviewed by the Prosecutor; and

WHEREAS, all of the expenditures for these contracts are paid from Vendorless Encumbrance (VE006136), which sets aside funds for this purpose; and

WHEREAS, the funding for this agreement will be taken from the following account.

#	Vendor	Estimated Amount	Explanation of Action Required	Begin Date	End Date
	Hearne House, Inc.	$150,000.00	Group Home Services	01/01/14	12/31/14

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Hamilton County, Ohio authorizes the County Administrator to enter into the agreements with the vendor listed in the above table for group home services.

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to certify copies of this resolution to Christian Sigman, County Administrator; Moira Weir, Director, Job and Family Services, Lora Wolfe, Director of Contract Services, Job and Family Services; and Dusty Rhodes, County Auditor.

ADOPTED at a adjourned regularly meeting of the Board of County Commissioners of Hamilton County, Ohio, this 5th day of March, 2014.

Mr. Hartmann _____ Mr. Monzel _____ Mr. Portune _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners of Hamilton County, Ohio, this 5th day of March, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Board of County Commissioners of Hamilton County, Ohio, this 5th day of March, 2014.

_____

Jacqueline Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio

Hamilton County

Greg Hartmann
President
Phone (513) 946-4405
Fax (513) 946-4404

Chris Monzel
Vice President
Phone (513) 946-4409
Fax (513) 946-4407

Todd Portune
Phone (513) 946-4401
Fax (513) 946-4446

Board of County Commissioners

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Christian Sigman
Administrator
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Fax (513) 946-4444

Jacqueline Panioto
Clerk of the Board
Phone (513) 946-4414
Fax (513) 946-4444

Board of County Commissioners Document Submission Policy

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Accordingly, each county department, agency, official, or employee submitting documents to the Board for agenda consideration shall first review and screen the packet for information that is confidential or otherwise not subject to public disclosure pursuant to the Ohio Public Records Act.

If it is necessary for the Board to review such non-public information, arrangements shall be made through the Clerk of the Board to keep any required confidentiality intact.

Each set of documents submitted shall include a notation demonstrating compliance with this policy and it shall also Include the printed name and signature of the person conducting the review and the date."

Hearne House; Group Home ***- 129686***

The documents submitted have been reviewed by:

Ray Burton for Lora Wolfe
Signature

Lora Wolfe
Print Name

Date February 21, 2014

4/29/2011

Contract # 129686

HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES PURCHASE OF SINGLE SOURCE SERVICE CONTRACT

This Contract is entered into on _____between the Board of County Commissioners, Hamilton County, Ohio (County) on behalf of the Hamilton County Department of Job & Family Services (HCJFS) and **Hearne House, Inc.**, (Provider), with an office at **1111 Fairbanks Avenue, Cincinnati, Ohio, 45205,** whose telephone number is (513) 244-2869, for the purchase of **Group Home Services (the "Contract").**

1. TERM

This Contract will be effective from **01/01/2014** through **12/31/2014** (the "Initial Term") inclusive, unless otherwise terminated by formal amendment.

In addition to the Initial Term described above, this Contract may be renewed, at the option of HCJFS, for two (2) additional, one (1) year terms (the "Renewal Term(s)") unless HCJFS gives Provider written notice not less than sixty (60) days prior to the expiration of the term, then in effect, of its intention not to renew.

2. SCOPE OF SERVICE

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits, Provider agrees to perform group home services for youth referred by HCJFS (the "youth" or "Consumer") as more particularly described in Exhibit I, (individually, the "Service", collectively the "Services"). The parties agree that a billable unit is a day that the consumer is in the care of the Provider, subject to section 5.C. The following exhibits are deemed to be a part of this Contract as if fully set forth herein:

1. Exhibit I – Scope of Work
2. Exhibit II – Budget
3. Exhibit III –Reporting Protocol

4. Exhibit IV – MCP Installation and Support
5. Exhibit V – Transition Plan
6. Exhibit VI – Declaration of Property Tax Delinquency
7. Exhibit VII – Release of Personnel Records and Criminal Record Check

B. ORDER OF PRECEDENCE

This Contract is based upon Exhibits I through VII as defined in Section 2.A. Exhibits above. This Contract and all exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Contract irreconcilably conflicts with an exhibit, this Contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

1. Exhibit I – Scope of Work
2. Exhibit VI – The Request for Proposal
3. Exhibit VII – Provider's Proposal

3. CONSUMER AUTHORIZATIONS

A. Form of Consumer Authorization

Provider agrees that it will only provide Services to Consumers for whom it has obtained a written pre-authorization from HCJFS (the "Consumer Authorization"). Provider agrees it will give HCJFS thirty (30) days prior written notice before terminating any Consumer currently enrolled with such Provider or on temporary leave.

B. Reimbursement for Services

HCJFS will not reimburse for any Service: 1) not authorized via a Consumer Authorization; or 2) exceeding the total authorized Units of Service set forth on the Consumer Authorization.

It is the responsibility of Provider to monitor the Units of Service set forth on each Consumer Authorization. Subject to paragraph C, Provider agrees that it will not receive payment for any Service exceeding a Consumer Authorization or for which no Consumer Authorization has been issued. Provider is responsible for requesting additional Consumer Authorizations **prior** to the time such additional Services are rendered.

C. Administrative Appeal of Denial of Consumer Authorization

Provider has sixty (60) days from the date of receipt of a denial by HCJFS to issue a Consumer Authorization to request an administrative appeal. An administrative appeal is only permitted in those cases where: 1) Service has been provided with a Consumer Authorization and such Service was rendered within the ninety (90) day period preceding the date of notification of denial of the issuance of a Consumer Authorization; or 2) Provider has requested additional Consumer Authorizations but has been denied.

4. TITLE IV-E PROVIDER

Provider warrants and represents that it is a Title IV-E Provider. Provider must have certified Title IV-E rates and agrees to provide copies of certification letter(s) to HCJFS upon receipt. Provider further agrees it is and will remain in compliance with all federal, state and local laws, rules and regulations applicable to a Title IV-E Provider.

5. BILLING AND PAYMENT

A. Unit Rate Calculation

Provider warrants and represents that the Budget, Exhibit II, is based upon current financial information and projections and includes all categories of costs needed to calculate the cost of a Unit of Service (the "Unit Rate") and that all revenue sources available to Provider to serve Consumers have been detailed in the Budget, Exhibit II, and utilized, where possible, to reduce the Unit Rate.

Provider warrants and represents the following costs are not included in the Budget and these costs will not be included in any invoice submitted for payment: 1) the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions to a contingency reserve or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6) entertainment costs for amusements, social activities and related costs for persons other than Consumers; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines,

penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

B. Unit Rate

Each category of Service listed below, as defined in Exhibit I, will be compensated in the following amounts:

1. $120.00 per day per Consumer for a Group Home Unit of Service performed by Provider, and;
2. $197.75 per day per Consumer for a Group Home – Special Needs Unit of Service performed by Provider.

C. Placement Costs

In the case of out-of-home placements, HCJFS will pay for the first day a Provider is rendering Service to a Consumer, regardless of the time the Consumer is placed with the Provider for such day. HCJFS will not pay for the last day a Consumer is in placement, regardless of the number of hours the Consumer is placed with Provider for such day.

D. Hold Bed Procedure

In the case of an unplanned or planned leave of absence of a Consumer, Provider agrees to hold the Consumer's bed for three (3) days. HCJFS will pay for those three (3) absence days unless Provider is otherwise notified in writing. For planned absences, including but not limited to family visits, camp, and vacation, notification to HCJFS of such absence must occur **prior** to the Consumer leaving placement. For unplanned absences, including but not limited to AWOL, hospitalization, or incarceration, Provider must notify HCJFS Utilization Management immediately of such absence. If HCJFS is not notified of a planned or unplanned leave of absence, Provider will not be paid for such leave. Provider must directly contact the HCJFS Utilization Care Manager once the Consumer has returned to placement in order to resume active authorization for Services.

Notwithstanding the above, if Provider is notified that a Consumer is able to be returned to his/her placement location, Provider shall transport the Consumer to the placement (or a similar placement) on the day of such notification. To the extent, Provider fails to return a Consumer to a placement (or a similar placement) on the day of notification, a hold bed will not be authorized and payment will not be made for such day(s).

Provider may appeal a three (3) day hold bed by contacting the HCJFS Utilization Management Manager, by email or fax, within three (3) days.

E. Invoice and Payment Procedure

1. Within thirty (30) days of the end of the service month, Provider shall send an invoice to HCJFS. Provider shall make all reasonable efforts to include all Service provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices must include the following information:

    a. Provider's name, address, telephone number, fax number, vendor number and Title IV-E Provider number;
    b. The number of Units of Service supplied by Provider multiplied by the Unit Rate for such Service;
    c. Billing date and service dates;
    d. Consumer's name and Person ID;

e. Public Children's Services Agency (the "PCSA") number, if any; and

f. SACWIS Authorization number.

2. HCJFS will not pay for any Service if: a) the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in which the Service was performed; or b) the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.

   Provider will not be granted an extension of time to correct timely, but incomplete or inaccurate invoices.

3. HCJFS will make every reasonable effort to pay timely and accurate invoices within thirty (30) calendar days of receipt for all invoices received in accordance with the terms of this Contract. Notwithstanding any other provision of this Contract to the contrary, HCJFS will only pay for Services for which a Consumer Authorization was issued.

F. Administrative Appeal of Denial of Payment

1. Denial of payment for any Service(s) rendered by Provider arising from this Contract must be appealed, by email or fax, to HCJFS within sixty (60) business days from receipt of the payment denial. Provider agrees it will include all documentation to be considered with any appeal. If Provider seeks an appeal of more than one (1) claim for payment, the claims should be submitted at the same time accompanied by all required documentation.

2. The appeal will be reviewed by a HCJFS Utilization Management Specialist who will make a recommendation to an HCJFS Utilization Management Manager. A final decision will be issued by such HCJFS Utilization Management Manager within ten (10) business days of the appeal review. The final decision will be binding.

3. If HCJFS approves the appeal, new invoices must be received by HCJFS within fifteen (15) business days from the date of the letter approving the appeal. New invoices received after the fifteen (15) business days grace period will not be paid by HCJFS.

4. In no event will HCJFS consider any appeal of a denial of payment for Service(s) previously appealed to HCJFS.

G. Miscellaneous Payment Provisions

1. Additional Cost

The compensation paid pursuant to this Contract shall be payment in full for any Service rendered pursuant to this Contract. No fees or costs shall be charged without prior written approval of HCJFS.

2. Duplicate Payment

Provider warrants and represents claims made to HCJFS for payment for Services provided shall be for actual Services rendered to Consumers and do not duplicate claims made by Provider to other sources of public funds for the same service.

6. NO ASSURANCES

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

7. NON-EXCLUSIVE

This is a non-exclusive Contract, and HCJFS may purchase the same or similar item(s) from other providers at any time during the term of this Contract.

8. AVAILABILITY OF FUNDS

This Contract 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 Contract. By sole

determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the services performed by Provider hereunder, HCJFS reserves the right to exercise one of the following alternatives:

1. Reduce the utilization of the services provided under this Contract, without change to the terms and conditions of the Contract; or
2. Issue a notice of intent to terminate the Contract.

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

9. TERMINATION

A. Termination for Convenience

1. By HCJFS

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon the Provider ninety (90) calendar days prior to the effective date of termination.

2. By Provider

This Contract may be terminated by Provider upon notice, in writing, delivered upon HCJFS one hundred twenty (120) calendar days prior to the effective date of termination.

B. Termination for Cause by HCJFS

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise materially breaches this Contract, HCJFS may consider Provider in default. HCJFS 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 HCJFS to cure such default. HCJFS 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 HCJFS

disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Provider.

If Provider fails to cure the default in accordance with an approved plan, then HCJFS may terminate this Contract at the end of the thirty (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or HCJFS may have under this contract. For purposes of the Contract, material breach shall mean an act or omission that violates or contravenes an obligation required under the Contract and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Contract 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 Contract.

Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a Consumer; iv) unethical business practices or procedures; and v) any other event that HCJFS deems harmful to the well-being of a Consumer, HCJFS may immediately terminate this Contract upon delivery of a written notice of termination to Provider.

C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for any invoices that have been issued in accordance with this Contract for Services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.

2. Provider, upon receipt of notice of termination, agrees to take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.

3. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Provider. HCJFS may withhold any

compensation to Provider for the purpose of off-set until such time as the amount of damages due HCJFS from Provider is agreed upon or otherwise determined.

10. TRANSITION PLAN

The Transition Plan to be used in the event of termination or expiration of this Contract is attached to and incorporated into this Contract as Exhibit V. The goals of the Transition Plan are to: a) ensure continuity of care; b) not disrupt care unnecessarily; and c) ensure the safety of Consumers and their families. The parties agree that each shall provide reasonable cooperation in the transitioning of responsibilities to any other person or entity selected by HCJFS to assume administration of such responsibilities. To ensure continuity of services to Consumers and families, the Transition Plan , at a minimum, includes the following schedule:

1. Consumer records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
2. A monthly Service Authorization report will be provided to HCJFS or designee until the termination date of the Contract; and
3. "Data dump" to HCJFS of all consumer data from Provider's electronic systems will occur within thirty (30) days after the termination date of the Contract.

HCJFS reserves the right to waive any of the above Transition Plan requirements and dates at its sole discretion.

11. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability. Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect HCJFS' property or employees which are necessary to Provider's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

Provider shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control, which prevents Provider from carrying out its obligations contained herein.

12. GOOD FAITH EFFORT

In the event of termination of this Contract, both parties agree to work cooperatively and use their best efforts to minimize any adverse affects of such termination on the Consumers.

13. DISPUTE RESOLUTION

The parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Other than disputes regarding Case Plans, as that term is described in Section 15 Case Plans, either party may bring any dispute forward to the other in form of a written notice of dispute (the "Notice of Dispute"). The Notice of Dispute shall state the facts surrounding the claim, together with its character and scope and include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

A maximum of twenty (20) working days is allowed at each of Step 1 and Step 2 (unless extended in writing by both parties) before the dispute resolution procedure is automatically elevated to the next higher step. Step 1 representatives are as follows:

Representative for HCJFS: HCJFS' Contract Manager
Representative for Provider: Provider's Project Manager

If an agreement cannot be reached during Step 1, the grieving party may elevate the dispute to Step 2 using the following representatives:

Representative for HCJFS: Unit Supervisor for Contract Services
Representative for Provider: Provider's Project Manager

If an agreement cannot be reached during Step 2, the grieving party may elevate the dispute to Step 3 using the following representatives:

Representative for HCJFS: Director of Contract Services
Representative for Provider: Provider's Project Manager

All representatives shall communicate with each other to readily resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

14. WARRANTIES AND REPRESENTATIONS

A. Provider warrants and represents that, at all times during the Contract term, Provider shall maintain a license or certification in good standing to operate a group home facility. Provider additionally shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.

B. Provider warrants and represents that its Services shall be performed in a professional and work like manner in accordance with applicable professional standards.

C. Provider warrants and represents that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal, state and local laws and regulations, including but not limited to Office of Management and Budget Circular A-133, 2 C.F.R. Part 215, 2 C.F.R. Part 220, 2 C.F.R. Part 225, 2 C.F.R. Part 230, ORC statutes and OAC rules, and the statutes and rules of Provider's home state in the conduct of work hereunder.

D. Provider warrants and represents all other sources of revenue have been actively pursued prior to billing HCJFS for Services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue.

E. Provider warrants and represents that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.

F. Provider warrants and represents that it will be responsible for the payment of any and all unemployment compensation premiums, income tax deductions, pension deductions, and any other taxes or payroll deductions required for the performance of the Services by Provider's employees.

15. CASE PLANS

Provider agrees to participate with HCJFS in the development, modification and implementation of a case plan (the "Case Plan") for each Consumer placed with Provider. Such Case Plans will be

developed and maintained in coordination with any treatment plans developed for a Consumer. HCJFS shall provide a copy of the Case Plan to the Provider within thirty (30) days of placement of the Consumer or such time as may be agreed to from time to time by the parties, in writing. The parties agree to work cooperatively to resolve all disputes regarding a Case Plan through the use of a joint case conference. If a dispute related to a Case Plan cannot be resolved from a joint case conference, the parties agree HCJFS shall be the sole authority to render a decision on such dispute. The provisions of Section 13 Dispute Resolution shall not apply to disputes regarding Case Plans.

16. LICENSING REQUIREMENTS AND QUALITY REVIEW

Provider warrants and represents Provider is, and for the duration of the Contract shall remain, duly licensed in accordance with the laws of the state(s) in which the Provider practices. Provider agrees to notify HCJFS immediately if its license to practice is restricted, modified, suspended, revoked or terminated. Provider shall provide HCJFS with documentation relating to its license modification, such as but not limited to temporary licensure or corrective action plans. Provider further agrees to participate in and comply with the requirements of HCJFS utilization review, quality management and credentialing and re-credentialing programs and to observe and comply with all other protocols, policies, guidelines and programs established by HCJFS.

17. MAINTENANCE OF SERVICE

Provider certifies the Services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the Unit Rate and that the level of service existing prior to the Contract, if applicable, shall be maintained. Provider further certifies federal funds will not be used to supplant non-federal funds for the same service.

18. MANAGED CARE PARTNERSHIP

If Provider serves an average of ten (10) or more HCJFS Consumers per month, it is required to use MCP for clinical record-keeping, obtaining prior authorizations and reporting. If Provider serves less than an average of ten (10) HCJFS Consumers per month, it has the option of using MCP or submitting documentation for additional authorizations hard copy via fax. The system specifications associated with using MCP are listed in Exhibit IV, MCP Installation and Support.

For purposes of this Contract, Managed Care Partnership (MCP) is the Management Information System created by HCJFS to house on-line Consumer specific information for HCJFS Consumers in placement.

Information obtained by Provider from MCP must be obtained solely for business reasons. Additionally, if the information is printed it must be secured in a manner which is deemed to be HIPAA compliant.

19. REPORTS

A. As a condition for receiving Title IV-E foster care reimbursement (if applicable), each public children services agency, private child placing agency, and private non-custodial agency shall file a Title IV-E cost report including supplements and attachments with ODJFS. Provider shall submit evidence the Title IV-E cost report was filed in accordance with the requirements set forth in OAC 5101:2-47-26.1.

B. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS. In this same regard, Provider agrees to follow HCJFS' policies and procedures for reporting such cases, which are set forth in Exhibit III, attached hereto and incorporated herein by reference. Provider agrees to cooperate and assist in any investigation and follow-up activities occurring in relation to such cases. The parties agree changes to Exhibit III made by HCJFS will be sent to Provider and considered incorporated into this Contract without the need for an amendment to this Contract.

C. The monthly contract program financial report shall be submitted to HCJFS Contract Services Section no later than forty-five (45) days after the end of the service month. This report is required if Provider serves an average of ten (10) or more HCJFS Consumers each month.

D. HCJFS reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with such reports as requested. HCJFS may exercise this right without a Contract amendment.

E. HCJFS reserves the right to withhold payment until such time as all required reports are received.

20. GRIEVANCE PROCESS

Provider will post its grievance policy and procedures in a public or common area at each contracted site so all Consumers and representatives are able to observe this policy. Provider will notify

HCJFS in writing on a monthly basis of all grievances initiated by Consumers or their representatives involving the services. Provider shall submit any facts pertaining to the grievance and the resolution of the grievance to HCJFS Contract Manager, no less frequently than monthly.

21. NON-DISCRIMINATION IN EMPLOYMENT

Provider certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this Contract, Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Provider will take affirmative action to ensure that during employment all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Provider complies with all applicable federal, state and local non-discrimination laws and regulations.

Provider, or any person claiming through the Provider, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of said Provider.

22. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

Provider agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated thereunder. Provider further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any HCJFS Consumer in its performance of this Contract on the basis of race, color, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Consumers through the use of an oral or written translator or interpretation services in compliance with this requirement, Consumers shall not be required to pay for such assistance.

23. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to ORC Chapter 5107 and 5108, the Prevention, Retention, and Contingency Program, Provider agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works First Program. Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to HCJFS Consumers.

24. SOLICITATION OF EMPLOYEES

Provider and HCJFS warrant that for one (1) calendar year from the beginning date of this Contract, Provider and HCJFS will not solicit each other's employees for employment. The term "Provider" includes any agent or representative of the Provider.

25. RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with Provider in the conduct of the provisions of this Contract. Provider shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on HCJFS or the BOCC.

26. CONFLICT OF INTEREST

Provider agrees there is no financial interest involved on the part of any employee or officer of HCJFS or the County involved in the development of the specifications or the negotiation of this Contract. Provider has no knowledge of any situation that would be a conflict of interest. It is understood a conflict of interest occurs when a HCJFS employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

Provider will report the discovery of any potential conflict of interest to HCJFS. If a conflict of interest is discovered during the term of this Contract, HCJFS may exercise any right under the Contract, including termination of the Contract.

27. DISCLOSURE

Provider hereby covenants it has disclosed any information that it possesses about any business relationship or financial interest said Provider has with a County employee, employee's business, or any business relationship or financial interest a County employee has with Provider or in Provider's business.

28. CONFIDENTIALITY

Provider agrees to comply with all federal and state laws applicable to HCJFS and the confidentiality of HCJFS Consumers. Provider understands access to the identities of any HCJFS Consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. Provider agrees that the use or disclosure of information concerning HCJFS Consumers for any purpose not directly related to the administration of this Contract is prohibited. Provider will ensure all Consumer documentation is protected and maintained in a secure and safe manner.

29. PUBLIC RECORDS

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

30. AVAILABILITY AND RETENTION OF RECORDS

A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, consumer records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and consumer used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all

deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

B. Provider agrees it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS.

C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.

D. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be reimbursed, and overpayments will be recovered through the audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Provider staff that details the Service(s) provided to or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).

31. AGREED UPON PROCEDURES AND AUDITS

A. Agreed Upon Procedures Engagement

If Provider participates in the Title IV-E Program, Provider shall conduct or cause to be conducted an annual "Agreed Upon Procedures" engagement (the "engagement") of its Title IV-E cost report (the "Cost Report") in accordance with OAC 5101:2-47-26.2. A copy of the engagement report shall be submitted to HCJFS within six (6) months after the end of the Provider's fiscal year. Any overpayments or underpayments of federal funds due to adjustments of cost report reimbursement ceiling amounts as a result of the engagement, shall be resolved in accordance with OAC 5101:2-47-26.2.

B. Audit Requirements

1. Provider shall conduct or cause to be conducted an annual independent audit of its financial statements in accordance with the audit requirements of ORC Chapter 117. Audits will be conducted using a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units.

2. Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception or finding, related to the provision of Service under this Contract.

   Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider may be asked to sign a Repayment Agreement with HCJFS. Provider agrees HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract. If repayments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current. Checks held more than sixty (60) days may be canceled and may not be re-issued. HCJFS also reserves the right to not increase the rate(s) of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding. Any change to the Repayment Agreement will require a formal amendment to be signed by all parties.

3. Provider agrees to give HCJFS a copy of Provider's most recent annual report and most recent annual independent audit report within fifteen (15) days of receipt of such reports.

4. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

5. HCJFS reserves the right to evaluate programs of Provider and its subcontractors. The evaluation may include, but is not limited to reviewing records, observing programs, and interviewing program employees and Consumers. HCJFS shall not be responsible for costs incurred by Provider for these evaluations.

32. DEBARMENT AND SUSPENSION

Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

33. DEBT CHECK PROVISION

The Debt Check Provision, ORC 9.24, prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding for recovery has been issued by the Ohio Auditor of State if the finding for recovery is unresolved. By entering into this Contract, Provider warrants and represents a finding for recovery has not been issued to the Ohio Auditor of State. Provider further warrants and represents Provider shall notify HCJFS within one (1) business day should a finding for recovery occur during any term of the Contract.

34. CORRECTIVE ACTION PLANS

Provider agrees to notify HCJFS immediately of any Corrective Action Plan ("CAP") issued from any state or other county agency regarding the services provided pursuant to this Contract. HCJFS may withhold Consumer Authorizations or immediately terminate this Contract, upon written notice, if Provider fails to comply with any state or county CAP. HCJFS will send written notice to the Provider in the event Consumer authorizations are being withheld. Upon request, Provider shall meet with HCJFS staff in a timely manner to provide a written plan detailing how it will respond to any CAP. Provider will also keep HCJFS informed of the current status regarding a CAP.

35. PROPERTY OF HAMILTON COUNTY

The deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed 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 HCJFS, then Provider agrees to and by executing this Contract hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables. HCJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

Any Deliverable provided or produced by Provider under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of HCJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for HCJFS and Provider to use such copyrighted matter in the manner provided herein. Provider agrees that all Deliverables will be made freely available to the general public unless HCJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

36. INSURANCE

Provider agrees to procure and maintain for the term of this Contract 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-: VII. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this contract, as further defined in paragraph F. 7. of this section and as required by ORC 2744.05. 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 Contract contemplates the transportation of the users of Hamilton County services (such as but not limited to HCJFS consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars ($1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

1. Additional insured endorsement;
2. Pay on behalf of wording;
3. Concurrency of effective dates with primary;
4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and

umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

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

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers. 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: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners, Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract 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) days prior written notice given to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

4. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County 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.

Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

5. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.

6. 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 Contract with the County on behalf of HCJFS.

7. 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 HCJFS. Provider will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties enumerated in this section.

8. Provider, the County, and HCJFS 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.

9. Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be excess of Provider's insurance and shall not contribute to it.

10. If any of the work or Services contemplated by this Contract is subcontracted, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

37. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the County, HCJFS and 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 Contract), 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 Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor's (s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. 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.

38. RESERVED

39. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Provider will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the HCJFS Communications Director, unless Provider is required to release requested information by law. HCJFS reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Provider's performance under the Contract. Except where HCJFS approval has been granted in advance, Provider will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents HCJFS may provide to Provider to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities.

If contacted by the media about this Contract, Provider agrees to notify the HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Provider from using Contract information and results to market to specific consumers or prospects.

40. MARKETING

Any program description intended for internal or external use shall contain a statement that funding for such program is provided by the Board of County Commissioners, Hamilton County, Ohio on behalf of the Hamilton County Department of Job and Family Services.

41. 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 Contract, 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.

42. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

Provider agrees to comply with all Health Insurance Portability and Accessibility Act ("HIPAA") requirements and meet all HIPAA compliance dates.

43. RESIDENTIAL FACILITY OPERATION AND SAFETY REQUIREMENTS

Provider agrees to comply with the provisions of OAC 5101:2-9 et seq. 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.

44. SCREENING AND SELECTION

A. Criminal Record Check

Provider warrants and represents it will comply with ORC 2151.86 and will complete criminal record checks on all individuals assigned to work with, volunteer with or transport Consumers. Provider will obtain a statewide conviction record check through the Bureau of

Criminal Identification and Investigation ("BCII") and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or appropriate local Police and Sheriff's Offices) and any additional law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Individual's record checks must be monitored annually thereafter. Annual checks may be completed via an HCJFS approved record search company or directly with appropriate local Police and Sheriff's Offices. Provider shall insure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit VII to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

Provider shall not assign any individual to work with or transport Consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.

Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Bureau of Motor Vehicle Transcript

Any individual transporting Consumers shall possess the following qualifications:

1. prior to allowing an individual to transport a Consumer, an initial satisfactory Bureau of Motor Vehicle ("BMV") transcript from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual's state of residence must be obtained; and
2. thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual's state of residence; and
3. a current and valid driver's license must be maintained.

In addition to the requirements set forth above, Provider will not permit any individual to transport a Consumer if:

1. the individual has a condition which would affect safe operation of a motor vehicle;
2. the individual has six (6) or more points on his/her driver's license; or

3. the individual has been convicted of driving while under the influence of alcohol or drugs.

C. Rehabilitation

Notwithstanding the above, Provider may make a request to HCJFS to utilize an individual if Provider believes the individual has met the rehabilitative standards of Ohio Administrative Code Section 5101 as follows:

1. 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.

2. If the Provider is seeking rehabilitation for any other individual serving HCJFS Consumers, Provider must provide written verification from the individual that the rehabilitative conditions of OAC 5101:2-5-09 have been met.

HCJFS will review the facts presented and may allow the individual to work with, volunteer with or transport HCJFS Consumers on a case-by-case basis. It is HCJFS' sole discretion to permit a rehabilitated individual to work with, volunteer with or transport our Consumers.

D. Verification of Job or Volunteer Application

Provider will 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 to provide Services in relation to this Contract unless it has received satisfactory employment references, work history, relevant experience, and training information.

45. LOBBYING

During the life of this Contract, Provider warrants and represents that Provider has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Provider further warrants and

represents that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate this Contract.

46. DRUG-FREE WORKPLACE

Provider certifies and affirms Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 630, Subpart F. Provider will make a good faith effort to ensure all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

47. FAITH-BASED ORGANIZATIONS

Provider agrees it will perform the Services under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 in a manner that will ensure the religious freedom of Consumers is not diminished and it will not discriminate against any Consumer based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this Contract will be used to promote the religious character and activities of Provider. If any Consumer objects to the religious character of the organization, Provider will immediately notify HCJFS.

48. CONSUMER EDUCATION & HEALTH INFORMATION DOCUMENTATION

Provider agrees to comply with the provisions of the OAC related to the provision and documentation of comprehensive health care for children in placement. Such provisions include but are not limited to OAC 5101:2-42-66.1 and 5101:2-42-66.2. A copy of all health care documentation shall be maintained in Consumer's case file and supplied to HCJFS upon receipt by the Provider.

Provider further agrees to assist HCJFS in securing and maintaining the educational and school enrollment documentation required by OAC 5101:2-38-08.

49. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable environmental protection agency regulation. Provider understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable environmental protection agency regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

50. ENERGY POLICY AND CONSERVATION ACT

Provider agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency that 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).

51. RESERVED

52. RESERVED

53. DECLARATION OF PROPERTY TAX DELINQUENCY

Provider shall complete a notarized Declaration of Property Tax Delinquency form, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicated any delinquent taxes, a copy of the notarized form will be transmitted to the county treasurer within thirty (30) days of the date it is submitted. A copy of the notarized form shall be attached hereto and incorporated herein by reference as Exhibit VI.

Provider further agrees it will complete a notarized Declaration of Property Tax Delinquency form prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any services rendered during such renewal term until this requirement has been met.

54. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree this Contract shall not be assigned by Provider without the prior written approval of HCJFS. Provider may not subcontract any of the Services agreed to in this Contract without the express written consent of HCJFS. Notwithstanding any other provisions of this Contract affording Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day prior written notice.

All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees it will remain primarily liable for the provision of all Services under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract, including, but not limited to reporting requirements, are being met. Provider must notify HCJFS within one (1) business day when Provider knows or should have known the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Contract with Provider is terminated. Provider shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

55. GOVERNING LAW

This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

56. LEGAL ACTION

Any legal action brought pursuant to the Contract will be filed in Hamilton County, Ohio courts under Ohio law.

57. INTEGRATION AND MODIFICATION

This instrument embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all

previous communications, representations or contracts, either written or oral, between the parties to this Contract. This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

Provider acknowledges and agrees that only staff from the HCJFS Contract Services Section may implement written Contract changes. In no event will an oral agreement with HCJFS be recognized as a legal and binding change to the Contract.

58. SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Contract 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 and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

59. AMENDMENT

This writing constitutes the entire Contract between Provider and HCJFS with respect to the Services. This Contract may be amended only in writing. Notwithstanding the above, the parties agree that amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and HCJFS and effective as of the date of enactment of the law, statute, or regulation.

60. WAIVER

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

61. NO ADDITIONAL WAIVER IMPLIED

If HCJFS or Provider fails to perform any obligations under this Contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

62. CONTRACT CLOSEOUT

At the discretion of HCJFS, a Contract Closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the Contract Closeout is to verify that there are no outstanding claims or disputes and to ensure all required forms, reports and deliverables were submitted to and accepted by HCJFS in accordance with Contract requirements.

63. CONTACT INFORMATION

A. HCJFS Contacts -Provider should contact the following HCJFS staff with questions:

Name	Telephone	Facsimile	Department	Responsibility
Ruth Biederman	(513) 946-1572	(513) 946-2384	Contract Services	contract changes, contract language
Nadine Hudgins	(513) 946-2364	(513) 946-1296	Program Management	service point of contact, service authorization, invoice review
Ryan Mitchell	(513) 946-1519	(513) 946-1320	Fiscal	billing & payment, invoice processing
Stacy Woosley	(513) 946-2079	(513) 946-1296	Utilization Management	appeals

B. Provider Contacts -HCJFS should contact the following Provider staff with any questions:

Name	Telephone	Facsimile	Department	Responsibility
Felix Moore	(513) 969-7673	(513) 244-2902	Business Management	contract changes, contract language
Felix Moore	(513) 969-7673	(513) 244-2902	Program Management	service point of contact, service referral contact

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

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this ____day of _____, 201 .

Provider or Authorized Representative: _____

Title: _____ Date: 2/12/14

Honorable Board of County Commissioners
Hamilton County, Ohio

By: _____

By: _____

By: _____

OR

By: _____ Date: _____
County Administrator
Hamilton County, Ohio

OR

By: _____ Date: _____
Purchasing Director
Hamilton County, Ohio

Recommended:

By: _____ Date: 2-18-14
Moira Weir, Director
Hamilton County Department of Job & Family Services

Approved as to form:

By: _____ Date: 1/6/14
Prosecutor's Office
Hamilton County, Ohio

Prepared By: RCB
Checked By: MJ
Approved By: JK

Revised 6-26-07