

**CONTRACT FOR SERVICES
BOARD OF CLERMONT COUNTY COMMISSIONERS**

This contract is entered into this 1st day of August, 2013, by and between the Board of Commissioners of Clermont County, Ohio, (hereinafter referred to as "Board" for all purposes of the terms and conditions of this contract), 101 East Main Street, Batavia, Ohio 45103, and Talbert House, 2600 Victory Parkway, Cincinnati, Ohio 45206 (hereinafter referred to as "Talbert" for all purposes of the terms and conditions of this contract). All references herein to "County" shall mean Clermont County, Ohio for all purposes of the terms and conditions of this contract. All references herein to "Jail" shall mean the Clermont County, Ohio Adult Detention Center located at 4700 East Filager Rd, Batavia, OH 45103 for all purposes of the terms and conditions of this contract. All references herein to "Court" shall mean the Clermont County, Ohio Municipal Court for all purposes of the terms and conditions of this contract. All references herein to "Probation Department" shall mean Clermont County, Ohio Municipal Court Adult Probation Department for all purposes of the terms and conditions of this contract.

WHEREAS, the Board desires to provide a Community Alternative Sentencing Center (CASC) pursuant to Section 307.932, et. Seq. of the Ohio Revised Code;

WHEREAS, the Board desires this contract for services and any and all referenced exhibits attached hereto to serve as the rules of operation for the CASC as stipulated in Section 307.932, et. Seq. of the Ohio Revised Code;

WHEREAS, the Board desires to reduce the number of offenders being referred to jail, provide necessary treatment, therapy, and life and vocational skills to offenders, encourage offenders to maintain employment, and reduce recidivism;

WHEREAS, the Board may pursue agreements with other Ohio Counties to offer CASC services; and

WHEREAS, Talbert House has demonstrated through their Request for Proposal that it has sufficient training, expertise, staffing, and experience to operate a Community Alternative Sentencing Center (CASC) and provide such services pursuant to Section 307.932, et. Seq. of the Ohio Revised Code.

THEREFORE, each party agrees to act in good faith according to the following:

1. The Board retains Talbert to provide for the operation of a Community Alternative Sentencing Center (hereinafter CASC) pursuant to Section 307.932, et. Seq. of the Ohio Revised Code (hereinafter ORC) and in accordance with the goals, criteria and requirements of the Request for Proposal (RFP), Operations Budget (Exhibit A), Sheriff Contract (Exhibit B), Lease Agreement (Exhibit C), Scope of Services (Exhibit D), Facilities and Security Plan (Exhibit E) and any and all specifications attached hereto and defined herein.
2. The initial term of this contract is for one (1) year with up to two (2) additional one (1) year renewals upon mutual agreement of both parties. In the event that said renewal is exercised by the Board, the Board shall provide notice to Talbert not later than one hundred and twenty (120) days prior to the expiration of the current contract term of the intent to renew. Prices, fees, charges and other terms and conditions contained herein and attached hereto may be subject to change upon mutual agreement of the parties.
3. Talbert represents that it has sufficient training, expertise, staffing, and

experience to provide services in accordance with the specifications attached hereto and defined herein.

4. Talbert shall charge the Board a cost per client per day as specified in Exhibit A. The Board shall guarantee a minimum payment equal to the cost per day per client based upon twenty-five (25) clients. Payment for services shall be made in twelve (12) monthly payments based upon the actual number of client days provided by Talbert and verified by the Board. For billing purposes, the day of admittance and each day thereafter shall count as an offender's day of stay with the exception of the day of discharge, which shall not be counted.

Should the average revenue per client projection, as specified in Exhibit A, be exceeded any point during the term of the contract, the additional revenue shall be divided equally between the Board and Talbert. An average revenue per client report shall be provided to the Board on a monthly basis and any credit due the Board shall be applied to the following month's invoice.

The monthly invoice must include information and supporting documentation sufficient in detail for the Board to understand and evaluate the proportion of any invoice attributable to a specific client. Invoices are due within twenty (20) days of the invoice date.

All client-pay and Medicaid fees associated with participation in the CASC shall be collected and maintained by Talbert.

5. Talbert shall manage the costs and payments of and refer and facilitate medical and psychological services for the residents of the program.
6. Client meals shall be provided by Talbert through a contract with the Clermont County Sheriff as outlined in Exhibit B, which is attached hereto.
7. Client laundry shall be provided through a contract with the Clermont County Sheriff as outlined in Exhibit B, which is attached hereto.
8. Sheriff services shall be provided to Talbert through a contract with the Clermont County Sheriff as outlined in Exhibit B, which is attached hereto.
9. Talbert shall pay rent to the Board for use of the facility located at 4700 East Filager Rd, Batavia, OH 45103, as outlined in Exhibit C, which is attached hereto.
10. Client phones shall be maintained by the Jail and all revenue generated from the use of such phones shall be maintained by the Jail and may be used to provide additional client incentives as determined by the Jail. Clients shall not be permitted to use cellular telephones while on County property.
11. Talbert shall provide any and all reports, documents, outcomes and data to the Board upon request.
12. Client eligibility shall be determined in accordance with ORC Section 307.932. Talbert shall perform all risk and need assessments, including but not limited to the Ohio Risk Assessment System (ORAS), for the purpose of determining eligibility in accordance with ORC Section 307.932. Once eligibility is determined by Talbert staff, the Court shall maintain final decision-making authority on referrals to the CASC.

13. Talbert employees shall comply with departmental rules and policies while performing assigned duties in County facilities including the Jail, Court and Probation Department.
14. Talbert shall allow Court, Probation and Jail employees, as well as any other employee designated by the Board, to monitor program curriculums, procedures, and general progress of clients.
15. Talbert shall not recommend any terms or conditions of probation/community control unless approved by the Court and/or Probation Department.
16. Talbert shall notify the Court, Probation Department and Jail prior to implementing any significant program or curriculum changes.
17. Talbert shall receive approval from the Court and/or Probation Department prior to authorizing work/vocational release or community service. Community service hours shall be approved and ordered by the Court subject to availability of the community service department to provide and track placement.
18. Case and aftercare plan objectives that are outside the Court and/or Probation Department's scope of resources and ability to execute shall be performed by Talbert at the client's expense.
19. The Board shall execute a Business Associate Agreement with Talbert as required by federal HIPAA regulations (Exhibit F).
20. This contract is non-transferable, non-refundable, and not assignable to a third party unless specifically authorized by the Board and a Talbert agent in writing.
21. Any modifications of this contract, amendments or exhibits thereto must be in writing and executed by the parties prior to such change actually taking place or effecting the rights of the parties. Board will not be responsible for reimbursement of expenses or fees or any other costs for work undertaken outside the scope of the underlying contract unless there is an accompanying written change order executed by the parties with the same formality as the execution of the original contract and a purchase order for said increased expenses.
22. All warranties, either expressed or implied contained in the original contract shall remain in full force and effect. Talbert agrees to indemnify and hold harmless the Board, Clermont County, and all its officials, employees and agents from any liability arising out of any acts or conduct, whether intentional or negligent, of Talbert, its officers, employees and agents which may give rise to liability. Any provisions relating to indemnification or hold harmless clause requiring the Board to indemnify or hold harmless Talbert from any claims or other causes of action that are contrary to Ohio law and are deemed void and shall be of no force and effect. Each party will bear the expense of any losses arising from claims arising from the contract, including all reasonable costs and attorney's fees and shall have no claim against the other party for recovery for same.
23. Talbert further agrees that when using any equipment or items provided by the Board, Talbert will operate said equipment or property in a safe and proper manner; that when entering the property or premises owned by the County or

using the County's equipment, it will further hold the County harmless from any injuries, liabilities or damages which arise out of the use or misuse of said equipment or which occur while upon said property. Talbert further agrees to be responsible for the conduct of all of its employees, both with respect to personal injury and property damage and with respect to civil rights actions arising from the conduct of Talbert employees, officers and agents or subcontractors, and will indemnify and hold the County harmless therefrom. This paragraph shall not be interpreted to relieve the County of liability otherwise imposed by Ohio law arising from the pre-existing condition of the premises.

24. The contract shall be construed and executed under the laws of the State of Ohio without reference to the Conflicts of Laws provision of the Rules of Procedure of Ohio. Any reference to any other state or jurisdiction in the underlying contract is hereby null and void and shall be considered stricken from the contract.
25. Talbert acknowledges that it is acting as an independent contractor and is not an employee or agent of the County and shall be responsible accordingly, including compliance with all federal, state and local laws, statutes, regulations, ordinances, or resolutions during the period of this contract.
26. Talbert shall maintain general commercial liability insurance or a combination of commercial and umbrella liability insurance in an amount not less than \$2,000,000 per person, \$5,000,000 per incident, and property damage in amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide to the Board a Certificate of Insurance, listing the Board of Commissioners as additional insured, as proof of compliance with this condition. Talbert shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of Talbert in connection with the services rendered pursuant to this contract.
27. Talbert shall provide and maintain such insurance as will protect Talbert from claims under Worker's Compensation, occupational sickness or disease, disability benefit and other similar mandatory employee benefit acts.
28. As part of the consideration of this contract, Talbert represents that it has no outstanding tax liens of any type, real or personal, in the names of Talbert and/or its officers or partners. Further, Talbert and its principals have made no contributions to County Elected Officials in violation of Chapter 35 of the Ohio Revised Code.
29. When appropriate, the Board reserves the right to require of Talbert, contractors, or sub-contractors or other persons involved in the provision of services under this contract, appropriate affidavits in accordance with Title 1311 of the Ohio Revised Code and the parties acknowledge that if any contractor, sub-contractor, laborer or material man remains unpaid, that the Board may, in lieu of payment directly to Talbert, pay such contractor, sub-contractor, laborer or material man in accordance with the money owed, any balance then being paid directly to Talbert.
30. In the event that Talbert fails to perform to the satisfaction of the Board, the Board may give or cause to be given notices in writing to Talbert, whereupon Talbert shall have sixty (60) days to remedy said performance. If after sixty (60)

days following such notice Talbert has failed to remedy the performance to the Board's satisfaction, and the Board's discretion shall be conclusive, all rights of Talbert under this contract shall thereupon terminate and any services and expenses rendered by Talbert shall be paid through the date of termination of the contract. The parties further agree that should Talbert for any reason breach this contract by failing to complete it, Talbert will be paid for services rendered to date less any costs or damages incurred by the County, to include awarding of a replacement contract or necessary duplication of original work. Such compensation shall not exceed the original maximum amount of this contract to be paid to Talbert. All work completed by Talbert shall be property of the County and turned over to officials of the County at the time of termination or expiration by terms of this contract. Likewise, in the event of failure of any condition to be performed by County, including payment of services, Talbert shall notify County and give County sixty (60) days to correct said condition and termination shall occur as provided in this paragraph.

31. This contract shall be construed in accordance with the laws of the State of Ohio and any action on the contract shall be venued in Clermont County, Ohio. In the event that any court of competent jurisdiction should determine that any provision of this contract is unenforceable or in any manner illegal, then such provision shall be deemed null and void and this contract shall be interpreted as if such provision had never been included and the exclusion of any such provision shall not be deemed a revocation or nullification of this contract in its entirety.
32. Performance of the work shall commence immediately upon Talbert receipt of signed contract and "notice to proceed." In the event the "notice to proceed" is not issued within forty-five (45) days of the date of execution of this contract, this contract shall become null and void and neither party shall have any further liability to the other under its terms.
33. Any waiver by the Board of a breach of this contract shall not be construed as a waiver of any subsequent breach. The invalidity or unenforceability of any provision of this contract shall not effect the validity of the remaining terms and conditions hereof and said provision shall be interpreted to give validity to the intent of the parties in executing this contract.

IN WITNESS WHEREOF, the parties have hereunto executed this contract in duplicate with the intent to be legally bound thereby.

WITNESS:

Beverly McKenzie
Signature

BEVERLY MCKENZIE
Name

TALBERT HOUSE:

Neil Tilow
Signature

NEIL TILOW
Name

Title: PRESIDENT/CEO

Date: 6/21/13

ATTEST:

Judith A. Kocica
Judith A. Kocica, Clerk of the Board

JUN 27, 2013
Date

BOARD OF COUNTY COMMISSIONERS
OF CLERMONT COUNTY, OHIO

Edwin H. Humphrey
Edwin H. Humphrey, President

David H. Uible
David H. Uible, Vice President

Robert L. Proud
Robert L. Proud, Member

Stephen H. Rabolt
Stephen H. Rabolt, County Administrator
On Behalf of the Board of County
Commissioners of Clermont County, Ohio

Date: JUN 27, 2013

This Contract was prepared and approved as to form by the Office of the Prosecuting Attorney of Clermont County, Ohio
By: Allen J. Edmund
Assistant Prosecuting Attorney
Date: 6-25-13

EXHIBIT A

Clermont County CASC for Females				
August 1, 2013 to July 31, 2014				
Operating Budget				
	25	30	40	50
	1-25 Clients	26-30 Clients	31-40 Clients	41-50 Clients
Cost per client per day	\$48	\$32	\$30	\$29
Revenue :				
Clermont County	438,000	496,400	605,900	711,750
Self Pay Fees for Non Medicaid cts	31,938	38,325	51,100	63,875
Medicaid	86,400	103,680	138,240	172,800
EM fees	4,745	7,117	9,490	11,862
Average per client revenue	61.49	58.95	55.12	52.62
Total Revenue	561,083	645,522	804,730	960,287
Expenses :				
Staff Compensation Expense				
Activity & Security Montiors (6.5 fte's)	128,440	128,440	153,440	163,440
Case Managers	27,999	27,999	55,998	55,998
Clinical Service Provider	33,000	33,000	33,000	66,000
Operations/Clinical Supervisor	42,000	42,000	42,000	42,000
Assoc Director	7,500	7,500	15,000	15,000
Director	7,000	7,000	14,000	14,000
Administrative specialist	20,800	20,800	20,800	20,800
Sub-Total	266,739	266,739	334,238	377,238
Fringe Benefits Expense				
Health Care	27,533	27,533	34,500	38,938
Medical Reimbursement	1,274	1,274	1,597	1,802
Dental Care	1,972	1,972	2,472	2,789
Flexible Benefit Plan Fees	372	372	466	526
Retirement Contribution	10,083	10,083	12,634	14,260
Disability Insurance	1,539	1,539	1,929	2,177
Life Insurance	1,102	1,102	1,380	1,558
Employee Goodwill	194	194	243	275
Sub-Total	44,069	44,069	55,220	62,325
Payroll Taxes Expense				
FICA	20,406	20,406	25,569	28,859
Workers Compensation	2,546	2,546	3,190	3,601
Unemployment Tax	2,444	2,444	3,063	3,457
Sub-Total	25,396	25,396	31,822	35,916
Other Employee Expense				
In-state Travel	3,000	3,500	4,000	4,500
Out of State Travel	-	-	1,000	2,000
Education Reimbursement	-	-	1,500	3,000
External Training	-	-	2,000	5,000
Subscriptions, Dues & Licensing	500	500	500	1,000
Sub-Total	3,500	4,000	9,000	15,500
Professional Services				
Other Purchased Services - Laundry	2,738	3,285	4,380	5,475
Client External Monitoring	4,745	7,117	9,490	11,862
Sherriff Services	2,000	2,000	2,000	2,000
Medical Purchased Services	5,200	5,200	7,800	10,400
Outside Drug Testing	250	250	250	250
Legal Fees	1,000	1,000	1,000	1,000
Education - ABLE	6,570	6,570	6,570	6,570
Sub-Total	22,503	25,422	31,490	37,557
Occupancy Expense				
Communication	8,000	8,000	8,000	8,000
Rent	48,000	48,000	48,000	48,000
General Insurance - PC&L	2,400	2,400	2,400	2,400
Sub-Total	58,400	58,400	58,400	58,400
Supplies Expense				
Postage	-	100	200	200
Printing	100	200	300	300
Office Supplies	3,000	3,000	3,500	4,000
Education Supplies	2,500	3,250	4,000	4,750
House Supplies	5,000	6,000	8,000	8,000
Linen Supplies	1,500	2,250	3,000	3,000
Client Meals (\$2.25/meal)	61,594	73,913	98,550	123,188
Program Supplies	500	500	1,000	1,500
Sub-Total	74,194	89,213	118,550	144,938

EXHIBIT A

Equipment Expense				
Equipment	7,500	10,200	11,000	11,800
Equipment Rental	750	750	750	750
Recreational Equipment	2,000	3,000	3,000	3,000
Furniture	3,000	3,500	4,000	4,500
Sub-Total	13,250	17,450	18,750	20,050
Client Welfare Assistance Expense				
Client Assistance	6,343	9,412	13,550	17,687
Sub-Total	6,343	9,412	13,550	17,687
Other Expenses				
Recruitment	2,000	2,000	2,500	3,000
Professional Insurance	1,900	1,900	2,200	2,900
Board and Staff Meetings	100	200	200	200
Miscellaneous Expense	100	200	200	300
Sub-Total	4,100	4,300	5,100	6,400
Auxiliary Service Expense				
Drug Testing Services	3,000	3,600	5,000	6,000
	3,000	3,600	5,000	6,000
Program Support Expense				
Management Information Systems	11,731	11,731	14,699	16,591
Quality and Clinical Services	14,060	14,060	17,618	19,884
Training Institute	5,219	5,219	6,539	7,380
Sub-Total	31,009	31,009	38,856	43,855
Central Services Expense				
Finance				
Human Resources				
Community Relations				
Administration				
Sub-Total	60,775	63,691	79,197	90,845
Total Expenses	613,277	642,700	799,174	916,710

Clermont County Revenue:				
Laundry contract with Jail	2,738	3,285	4,380	5,475
Sherriff Services contract with Jail	2,000	2,000	2,000	2,000
Rent to County	48,000	48,000	48,000	48,000
Client Meals contract with Jail	61,594	73,913	98,550	123,188
Total Revenue	114,331	127,198	152,930	178,663

EXHIBIT B

CONTRACT FOR SERVICES CLERMONT COUNTY SHERIFF

This agreement is entered into this 1st day of August, 2013 by and between the Clermont County Sheriff, 4470 State Route 222 Batavia, Ohio 45103 (hereinafter referred to as "Sheriff" for all purposes of the terms and conditions of this agreement) and Talbert House, 2600 Victory Parkway, Cincinnati, Ohio 45206 (hereinafter referred to as "Talbert" for all purposes of the terms and conditions of this agreement). All references herein to "Jail" shall mean the Clermont County, Ohio Adult Detention Center located at 4700 East Filager Rd, Batavia, OH 45103 for all purposes of the terms and conditions of this agreement.

WHEREAS, Talbert is responsible for providing all clients it houses at the Clermont County Community Alternative Sentencing Center (hereinafter CASC) with a nutritionally adequate diet;

WHEREAS, Talbert is responsible for providing all clients it houses at the CASC with bedding and linens, which includes laundering of linens and personal clothing;

WHEREAS, Talbert requests the Sheriff to provide walk through security inspections of the CASC and be available for emergencies; and

WHEREAS, the Sheriff desires to provide the breakfast, lunch and dinner to the clients housed in the CASC; and provide the bedding, linens and laundering of clients personal clothing; and provide the security inspections.

THEREFORE, each party agrees to act in good faith according to the following:

A.) **Food Services.** The Jail will provide the breakfast, lunch and dinner meals to clients in the CASC Program as follows:

1. Talbert will provide the Jail with a count of the number of breakfast meals needed each morning, as well as a count of the number of lunches and dinners needed prior to each meal;
2. The Jail will prepare meals in insulated trays and deliver to Talbert staff. The Jail will provide the said trays, lids, drinking glasses and flatware;
3. The Jail will provide the drinks to accompany each meal; and
4. The Jail will pick up the empty trays approximately thirty minutes after delivery of said meals, and have them ready for the following meal.

B.) **Bedding and Linens.** The bedding and linens will be provided by the Jail and the laundering of personal clothing and linens will be provided by the Jail.

1. Bedding (mattress and pillow) will be placed on each bed in the unit;
2. Linens (two sheets and a pillow case) will be made available for each new client and washed and replaced twice per week; and

3. CASC clients will be able to have their personal clothing washed twice per week. The Jail will make mesh bags available to each client with their name on it for laundering purposes. The laundering days will be agreed upon between Talbert and the Jail.

C.) **Security Inspections.** Walk through security inspections will be done by Jail supervisors twice per twelve hour shift, four walk through inspections in a twenty-four (24) hour period. Jail staff will also make themselves available for all emergencies.

D.) **Compensation.**

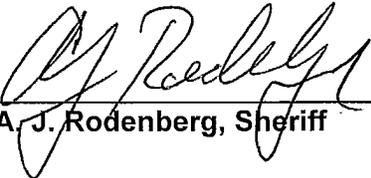
1. Meal cost equals \$2.25 per meal;
2. Bedding, linens and laundry service will be .10 cents added to each meal. Therefore, the total cost for laundering and each meal is \$2.35; and
3. Security inspections four (4) times per day, \$167.00 per month.

The Sheriff will submit a meal count statement to Talbert on or about the first of each month, which will include the security inspection cost. Talbert agrees to pay on or before the first of the following month.

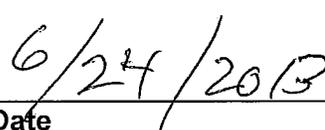
E.) **Contract Term and Renewal.** The initial term of this contract is for one (1) year with up to two (2) additional one (1) year renewals upon mutual agreement of both parties. In the event that said renewal is exercised by the Sheriff, the Sheriff shall provide notice to Talbert not later than one hundred and twenty (120) days prior to the expiration of the current contract term of the intent to renew.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date above first written.

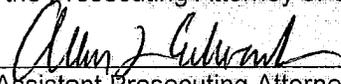
Talbert House Official

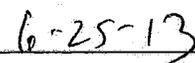

A. J. Rodenberg, Sheriff

Date


Date

This Agreement was prepared and approved as to form by the Office of the Prosecuting Attorney of Clermont County, Ohio

By: 
Assistant Prosecuting Attorney

Date: 

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date above first written.



Talbert House Official

6/20/13

Date

A. J. Rodenberg, Sheriff

Date

This Agreement was prepared and approved as to form by the Office of the Prosecuting Attorney of Clermont County, Ohio

By: 
Assistant Prosecuting Attorney

Date: 6-25-13

EXHIBIT C

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of August, 2013, by and between the Board of County Commissioners, Clermont County, Ohio, (hereinafter referred to as "Lessor" for all purposes of the terms and conditions of this agreement), 101 East Main Street, Batavia, Ohio 45103, and Talbert House, 2600 Victory Parkway, Cincinnati, Ohio 45206 (hereinafter referred to as "Lessee" for all purposes of the terms and conditions of this agreement).

WITNESSETH:

1. Description: In consideration of the rents, terms, provisions and covenants of this Lease Agreement, Lessor hereby leases, lets and demises to Lessee the following described premises (hereinafter referred to as the "Premises"), consisting of approximately 7,000 square feet, located in the Clermont County, Ohio Adult Detention Center at 4700 East Filager Rd, Batavia, OH 45103. Those portions of the premises dedicated to usage by Lessee include South D Block and additional areas as approved by the Adult Detention Center.

2. Term: Lessee shall have and hold the demised Premises, together with the rights, privileges and appurtenances to same belonging, to have and to hold for the term of one year, commencing on the 1st day of August, 2013, and ending at 12:00 noon 12 months thereafter, or such earlier date as hereinafter provided, except that, if any such date falls on a Sunday or a holiday, then this Lease shall end at noon on the business day next following the aforementioned date.

3. Renewal: The option to renew this Lease Agreement for two subsequent one year terms commencing on the 1st day of August, 2014 and terminating on the 31st day of July, 2015 and the second option commencing the 1st day of August, 2015 and ending the 31st day of July, 2016 shall be subject to the following terms and conditions:

(a) Lessor shall provide notice to Lessee not later than one hundred and twenty (120) days prior to the expiration the agreement of the intent to renew.

(b) The amount of rent for each subsequent renewal term, in the event Lessor exercises such renewal option, shall be negotiated to the mutual agreement of both parties prior to the beginning of each renewal term.

4. Rental: Lessee shall pay to Lessor, as rental for the initial rental period of one (1) year the sum of Forty Eight Thousand Dollars (\$48,000), payable in twelve (12) equal monthly installments of Four Thousand Dollars (\$4,000). The first such payment shall be due on the first of each month beginning August 1, 2013.

5. Security Deposit: Lessee shall be required to submit a security deposit equal to two (2) month's rent (\$8,000) prior to occupancy.

6. Occupancy: If Lessor is unable to give immediate possession of the Premises on the date of commencement of the term of this Lease by reason of construction, repairs or improvements not being completed, rental shall abate for the period that possession by Lessee

is delayed. Lessor shall have no obligation to Lessee for failure to give possession except as above provided. Lessee shall have the option to terminate this lease without further liability in the event that occupancy is unavailable within ninety days of the execution of this Agreement.

7. Usage: Lessee warrants and represents to Lessor that the demised Premises shall be used and occupied only for the purposes of housing Community Alternative Sentencing Center clients, employees and offices and for any other related purpose permitted under applicable Zoning Ordinances and restrictive covenants. Lessee shall not use the premises for any personal habitation or any unlawful purpose. Lessee's usage shall comply with all applicable Federal, State, County and Municipal Laws, Ordinances, Rules and Regulations. Lessor represents that such use by Lessee shall be permissible under the zoning classification of the Premises. Lessee shall occupy the Premises, conduct its business and control its agents, employees, invitees and visitors in such a way as is lawful, reputable and will not create any nuisance or interfere with, annoy or disturb any other tenant in its normal business operations or Lessor in its management of the Premises. Lessee shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein. Lessor makes no warranties or other commitments to Lessee as to the usage of the premises by other tenants of this common premises.

8. Insurance: Lessee shall not permit the demised Premises to be used in any way which would, in the opinion of the Lessor, be extra hazardous on account of fire or otherwise, which would in any way increase or render void the fire insurance on leasehold improvements or contents in the building belonging to other tenants in the building. Lessor agrees that it will obtain and pay for fire and extended coverage insurance on the Premises in an amount and under such terms and conditions as recommended by Lessor's insurance underwriter. Lessee shall pay to Lessor, as additional rent hereunder, its portion of any increase in the premium for said insurance, which occurs during the term of this Lease or any extension thereof as a result of the nature of the use of the Premises by Lessee. Lessee agrees to pay any such additional rental to Lessor within thirty (30) days following receipt of such notice. Such additional rental shall be allocated to Lessee based upon the percentage that the square feet leased by Lessee bears to the total number of rentable square feet within the building. The failure to pay such proportionate share within the time specified herein shall be treated hereunder in the same manner as a default in the payment of rent hereunder. Lessee shall not be responsible for any increase in premium resulting from any addition or improvements to the building made after the completion of construction, which do not directly benefit the Premises occupied by Lessee. Should an increase in premium occur due solely to occupancy by Lessee or to an addition or improvement made for the direct benefit of the Lessee, then Lessee shall pay one hundred percent (100%) of said premium increase.

9. Indemnity: Lessor shall not be liable to Lessee's employees, agents, invitees, licensees or visitors, or to any other person, for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of the Lessee, its agents, servants or employees, or of any other person entering upon the premises under express or implied invitation by Lessee.

10. Maintenance: Lessor shall repair and maintain in good order and condition the exterior and structure of the Premises, including without limitation the outside walls, foundations, roofs, gutters, downspouts and all structural members which serve the Premises, excepting, however, repairs to the same necessitated by act, default or negligence of Lessee's employees, clients or visitors. Lessor shall keep and maintain the interior of said Premises, including all glass in the windows and doors, including plate glass, in good order, repair and condition and

shall maintain, repair or replace any interior wiring, plumbing, pipes, conduits, or other utility fixtures and heating and air conditioning equipment, which serve the Premises exclusively and all glass which may be injured or broken with glass of the same quality, excepting, however, repairs to the same necessitated by act, default or negligence of Lessee's employees, clients or visitors. Any and all signage used to identify the facility shall be paid for and maintained by Lessee. At the termination of this lease, Lessee shall deliver the premises in as good condition as they were at the beginning of the term, reasonable wear, damage by fire, the elements, casualty or other cause not due to the misuse or neglect by Lessee or Lessee's agents, servants, visitors or licensees, excepted. All property of the Lessee remaining on the Premises after the last day of the term of this Lease and any extension thereof, shall be conclusively deemed abandoned and may be removed by Lessor and Lessee shall reimburse Lessor the cost of such removal. Lessor may have any such property stored at Lessee's risk and expense.

11. Alterations, Decorations and Improvements: Lessee shall have the right, at its sole and exclusive expense, from time to time, to redecorate the Premises and to make such non-structural alterations and changes in such parts thereof as it shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall not injure the safety of the structure of the Premises or diminish its value and shall be done in a good and workmanlike manner.

Lessee shall not install any exterior lighting, exterior plumbing facilities, shades or awnings, amplifiers, or similar devices, or use any advertising medium which may be heard or experienced outside the demised Premises, such as loudspeakers, phonographs, or radio broadcasts, without Lessor's prior written consent.

12. Removal of Fixtures: All furniture, equipment and trade fixtures installed by or at the expense of Lessee, and all other erections, additions and/or improvements made to, in or on the premises by and at the expense of Lessee and susceptible of being removed from the Premises without substantial injury thereto, shall remain the property of Lessee, and Lessee may remove the same or any part thereof at any time or times during the term hereof. Lessee agrees to repair or reimburse Lessor for the costs of repairing any and all damage to the demised Premises resulting from the removal of such fixtures.

13. Parking: Parking spaces shall be provided by the Lessor as identified in Exhibit "C1." Parking outside of the designated areas is not permitted.

14. Interruption of Service and Use: Lessee shall immediately give written notice to Lessor of the need for repairs, and Lessor shall proceed promptly, after having had a reasonable opportunity to make the repairs. Interruption or curtailment of any service maintained in the building, if caused by strikes, mechanical difficulties, or any causes beyond Lessor's control whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against Lessor or to any abatement in rent, and shall not constitute constructive or partial eviction, unless Lessor fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay. If the Premises are rendered untenable in whole or in part, of a period of ten (10) business days, by the making of repairs, replacements, or additions, other than those made with Lessee's consent or caused by misuse or neglect by Lessee or Lessee's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of such untenability.

Lessee shall not be entitled to claim a constructive eviction from the Premises unless Lessee shall have first notified Lessor in writing of the condition or conditions giving rise thereto,

and, if the complaints be justified, unless Lessor shall have failed within a reasonable time after receipt of such notice to remedy such condition.

15. Utility Services: Utility services including electricity, water, refuse removal, sewage and gas if appropriate are calculated in the rental payment and shall be maintained to the Premises by Lessor at Lessor's expense.

16. Abandonment: Lessee shall not, without first obtaining the written consent of the Lessor, abandon the Premises, nor allow the Premises to become vacant or deserted.

17. Assignment or Sublease: Lessor shall have the right to transfer and assign, in whole or in part, its rights and obligations in the building and property that are the subject of this Lease. Lessee shall not assign this Lease or sublet all or any part of the demised Premises unless the Sublease or assignment is to one reasonably similar in character to present use by Lessee and without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

18. Default: The following shall be deemed to be events of default by Lessee under this Lease:

Lessee shall fail to pay any installment of the rent required to be paid under this Lease, and the failure continues for a period of thirty (30) days.

Lessee shall abandon any substantial portion of the demised Premises.

Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and the failure is not cured within forty-five (45) days after written notice to Lessee.

Lessee shall file a petition or be adjudged bankrupt or insolvent under the National Bankruptcy Act, as amended or any similar law or statute of the United States or any State; or that a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or that the Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.

Upon the occurrence of any event of default set forth in this Lease Agreement, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand.

1. Terminate this Lease, in which event Lessee shall immediately surrender the demised Premises. Lessor may, without the prejudice to any other remedy which it may have for possession or arrearages in rent or damages for breach, including the inability to relet the Premises, enter upon and take possession of the Premises.
2. Enter upon and take possession of the Premises and relet the Premises on behalf of Lessee and receive directly the rent by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise by reason of any reletting of the Premises; further Lessee agrees to reimburse Lessor for any

expenditures made by it for remodeling or repairing in order to relet the Premises.

3. Enter upon the Premises and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting the compliance with lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this subparagraph, caused by the negligence of Lessor or otherwise.

Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in this paragraph shall not preclude pursuit of any one or more of the remedies, provided elsewhere in this Lease or provided by law, nor shall pursuit of any damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions and covenants contained in this Lease.

19. Holdover: In the event that Lessee shall continue in occupancy of the Premises after the expiration of the term of this Lease, or any extension thereof, such occupancy shall not be deemed to extend or renew the term of this Lease but shall be deemed as a tenancy from month-to-month only. Such holdover shall be at the sole discretion of Lessor and the ensuing month-to-month tenancy shall be governed by the covenants, provisions and conditions herein contained and the rental for such holdover period shall be set and determined by Lessor and the Lessee shall be responsible for any damages incurred by Lessor during the term of the holdover period.

20. Fire and Other Casualty: If the building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Lessor, will equal or exceed fifty percent (50%) of the replacement value of the building (exclusive of foundations) just prior to the occurrence of the damage, then Lessor may, no later than the fifteenth (15th) day following the damage, give Lessee a notice of election to terminate this Lease, or if the cost of restoration shall equal or exceed fifty percent (50%) of such replacement value and if the Premises shall not be reasonably usable for the purposes for which they are leased hereunder, then Lessee may, no later than the fifteenth (15th) day following damage, give Lessor a notice of election to terminate this Lease. In either said event of election this Lease shall be deemed to terminate on the fifteenth (15th) day after the giving of said notice, and Lessee shall surrender possession of the Premises within a reasonable time thereafter, and the rent, and any additional rent, shall be apportioned as of the date of said surrender and any rent paid for any period beyond said date shall be repaid to Lessee. If the cost of restoration as estimated by Lessor shall amount to less than fifty percent (50%) of said replacement value of the building, or if, despite the cost, Lessor does not elect to terminate this Lease, Lessor shall restore the building and Premises with reasonable promptness, subject to delays beyond Lessor's control and delays in the making of insurance adjustments between Lessor and its insurance carrier, and Lessee shall have no right to terminate this Lease except as herein provided. Lessor need not restore fixtures and improvements owned by Lessee.

In any case in which use of the Premises is affected by any damage to the building, there shall be either abatement or an equitable reduction in rent depending on the period for which and the extent to which the Premises are not reasonably usable for the purpose for which they are leased hereunder. The words "restoration" and "restore" as used in this paragraph shall include repairs. If the damage results from the fault of the Lessee, or Lessee's agents, servants, visitors, or licensees, Lessee shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that Lessor receives the proceeds of rent insurance in lieu of such rent.

21. Waiver of Subrogation: Anything in this Lease not to the contrary notwithstanding, Lessor and Lessee hereby waive and release each other of and from any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, improvements to the building of which the demised Premises are a part, or personal property (building contents) within the building, by reason of fire, the elements or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of Lessor or Lessee and their agents, officers, and employees. Because this paragraph will preclude the assignment of any claim mentioned in it by way of subrogation (or otherwise) to an insurance company (or any other person), each party to this Lease agrees immediately to give to each insurance company, which has issued to its policies of fire and extended coverage insurance, written notice of the terms of the mutual waivers contained in this paragraph, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers contained in this paragraph.

22. Eminent Domain: If any part of the Premises materially affecting Lessee's use of the Premises, be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of said termination date and any rent paid for any period beyond said date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

23. Failure to Complain. Failure of either party to complain of any act or commission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provisions of this Lease shall be deemed a waiver of a breach of any other provisions of this Lease or a consent to any subsequent breach of the same or any other provision.

24. Subordination of Lease. This Lease shall be subject and subordinate to all mortgages which may now or hereafter affect such real property of which the Premises form a part, and also to all renewals, modifications, consolidations and replacements of said mortgages. Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and deliver such further instruments confirming such subordination of this Lease as may be desired by the holders of said mortgages or by any of the Lessors under such underlying Leases. Lessee hereby appoints Lessor attorney-in-fact, irrevocably, to execute and deliver any such instrument for Lessee.

25. Right to Cure Lessee's Breach: If Lessee breaches any covenant or condition of this Lease, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee and the reasonable amount of all expenses, including attorney's fees, incurred by Lessor in so doing (whether paid by Lessor or not) shall be deemed additional rent payable on demand.

26. Liens: Lessee shall not permit any mechanic's or materialmen's liens to be filed against the fee of the demised Premises or the building or against the Lessee's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Premises through or under the Lessee, whether prior or subsequent to the commencement of the term thereof. If any such mechanic's or materialmen's lien shall at any time be filed against the demised Premises or the building and Lessee shall fail to remove same within ten (10) days thereafter, it shall constitute a material breach of this Lease.

27. Notice: All rent and other payments required to be made by Lessee, including any notices provided for in this agreement, shall be sent to Lessor at the address set forth in the introduction of this Lease Agreement, or such other address as from time to time Lessor may specify in writing.

Any communication, notice or document required or permitted to be delivered shall be deemed delivered (whether or not actually received) when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to the parties at the respective addresses as set forth in the introduction to this Lease or such further addresses as the parties may, from time to time, notify each other of in writing.

28. Lessor's Right of Entry: Lessor shall have the right at all reasonable hours to enter the demised Premises for the following: inspection, cleaning or making repairs, alterations or additions as Lessor may deem necessary or desirable; determining Lessee's use of the Premises, or determining if an act of default under this Lease has occurred or at any time to make emergency repairs. Lessee shall have no claim or cause of action against Lessor by reason thereof.

Lessor may further enter the Premises to show the Premises to prospective purchasers, mortgagees, tenants, County employees, inspectors, insurance company representatives, and tradesmen at any time during business hours upon reasonable notice to Lessee.

29. Interference: Lessor shall have no liability to Lessee nor shall Lessee have any right to terminate this Lease or claim any offset against or reduction in any rent payable because of interference with or impairment, to any extent, of light, air, visibility, or view, or because of damage or inconvenience due to noise, vibration or other matter resulting from the excavation, construction, repair or addition of or to buildings adjacent to or near the building.

30. Scope of Agreement: It is expressly agreed by Lessee, as a material consideration for the execution of this Lease Agreement, that this Lease with the specific references to written extrinsic documents, is the entire agreement of the parties; that there are, and were, no verbal representation, understandings, stipulations, agreement or promises pertaining to this Lease Agreement or the expressly mentioned written extrinsic documents not incorporated in writing in this Lease Agreement. It is likewise agreed that this Lease may not be altered, waived, amended or extended except by an instrument in writing, signed by both Lessor and Lessee.

31. Quiet Enjoyment: Lessor covenants and agrees with Lessee that upon Lessee paying the rent and any additional rent as herein provided, and observing and performing all the terms, covenants and conditions, on Lessee's part to be observed and performed, Lessee may peaceably and quietly have, hold, occupy and enjoy the Premises and all said common facilities of the building and the land area of which the premises are a part without hindrance or molestation.

32. Paragraph Headings: The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

33. Applicability to Heirs and Assigns: The provisions of this Lease shall apply to, bind, and inure to the benefit of Lessor and Lessee, and their respective successors, legal representatives, and assigns. It is understood that the term "Lessor" as used in this Lease means only the owner, a mortgagee in possession, or a term Lessee of the building, so that in the event of any sale of the building or of any Lease thereof, or if a mortgagee shall take possession of the Premises, the Lessor named herein shall be and hereby is entirely agreed and relieved of all covenants and obligations of Lessor hereunder accruing thereafter, and it shall be deemed without further agreement that the Purchaser, the term Lessee of the building, or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of the Lessor hereunder.

34. Time is of the Essence: Time is of the essence with respect to the performance of each of the covenants and agreements of this Lease.

35. Use of Pronouns: The use of the neuter singular pronoun to refer to Lessor or Lessee shall be deemed a proper reference even though Lessor or Lessee may be an individual, a partnership, a corporation, a trust or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense when there is more than one Lessee and to either corporations, trusts, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

36. Realtor's Commission: Lessor shall bear the expense of any commission or other charge arising from the services of a real estate broker, if any, in connection with this transaction.

37. Recordation: In the event that either party determines to record this transaction as a public document, the parties hereto agree that only a Memorandum of Lease shall be recorded. The party desiring to record the Memorandum shall bear the expense of its preparation and the expense of recording the Memorandum.

38. Governing Law: This instrument shall be interpreted and governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the Lessor and Lessee have caused duplicate counterparts hereof to be duly executed based upon the passage of their respective legislative authorities and delivered on or as of the day and year first above written.

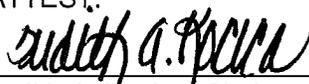
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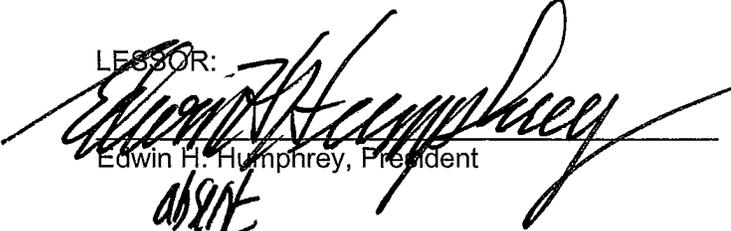
LESSEE:

By: 

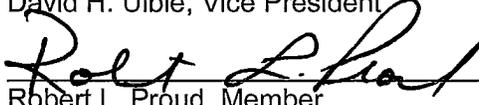
ATTEST:

LESSOR:

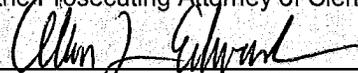

Judith A. Kocica, Clerk
Board of Clermont County
Commissioners


Edwin H. Humphrey, President

Date: JUN 27, 2013

absent
David H. Uible, Vice President

Robert L. Proud, Member

This Agreement was prepared and approved as to form by the Office of the Prosecuting Attorney of Clermont County, Ohio

By: 
Assistant Prosecuting Attorney

Date: 6-25-13

EXHIBIT D

COMMUNITY ALTERNATIVE SENTENCING CENTER (CASC) SCOPE OF SERVICES

Talbert House (hereinafter "Talbert") shall perform all Services and Staffing related to the operation of a Community Alternative Sentencing Center (hereinafter "CASC") pursuant to Section 307.932 of the Ohio Revised Code (hereinafter "ORC"). Services shall be provided at the Clermont County, Ohio Adult Detention Center located at 4700 East Filager Rd, Batavia, OH 45103 (hereinafter "Jail"). All references herein to "Board" shall mean the Board of Commissioners of Clermont County, Ohio.

I. Talbert Shall Provide the Following Services:

- A. Coordinate all activities necessary for daily operations of the CASC in accordance with and pursuant to ORC 307.932;
- B. Select, employ and properly train all staff necessary to meet expected outcomes and perform daily operations of the CASC including but not limited to fiscal, administrative, management, treatment and security personnel;
- C. Perform all risk and need assessments, including but not limited to the Ohio Risk Assessment System (ORAS), for the purpose of determining client eligibility in accordance with ORC Section 307.932
- D. Ensure safety of personnel, prevent losses and arrange all appropriate insurance coverage;
- E. Maintain positive employee relations;
- F. Ensure compliance with applicable environmental and occupational safety and health laws and regulations;
- G. Perform as Center Director, Operations Manager and Fiscal Manager for the CASC;
- H. Communicate and interface regularly with applicable government agencies including but not limited to the Board, Sheriff's office, jail, courts, probation offices, and the Clermont County Mental Health and Recovery Board. This shall include scheduling, preparing agendas and facilitating meetings;
- I. Provide reports, documents, outcomes, and data as requested by applicable government agencies including but not limited to the Board, Sheriff's office, jail, courts and probation departments;
- J. Sign documents as requested for the application, execution and receipt of any and all CASC applicable grant funds.
- K. Prepare the CASC for all inspections, reviews and audits and report all findings to the Board;
- L. Cooperate with the Court and Probation Office to provide screening and assessment services, including ORAS, on all clients to ensure eligibility and programming is appropriate;
- M. Provide drug and alcohol treatment services in accordance with the Ohio Department of Alcohol & Drug Addiction Services (ODADAS) certified outpatient level of care. Facilitate sober support meetings and provide random and on demand alcohol and drug screenings;
- N. Provide cognitive behavioral services, including Thinking for a Change and True Thought, using a best practice approach recognized by the National Institute of Corrections;
- O. Provide and/or coordinate education services, employment and vocational services as well as job preparation and placement assistance;

- P. Provide re-entry planning and coordinate re-entry services, including the Bridges Out of Poverty program, with probation and other appropriate agencies;
- Q. Provide a Work Release program;
- R. Provide electronic monitoring services when appropriate;
- S. Provide life skill services including but not limited to literacy and budgeting;
- T. Manage the collection of funds related to Medicaid reimbursable services;
- U. Manage the collection of funds from individual clients for participation in the program; amounts clients will be charged for services;
- V. Maintain all facilities and equipment;
- W. Provide food services for the clients of the program in accordance with Exhibit B;
- X. Manage the costs and payments of and provide for medical and psychological services for the clients of the program; and
- Y. Provide beds, pillows and linens for the clients of the program in accordance with Exhibit B.

II. Talbert Shall Provide the Following Staff and Staff Functions:

- A. Talbert staff shall be trained to meet the requirements necessary to operate the CASC. Talbert staff shall submit to a Clermont County criminal background check.
- B. Talbert staff shall perform all risk and need assessments, including but not limited to the Ohio Risk Assessment System (ORAS), for the purpose of determining eligibility in accordance with ORC Section 307.932. Talbert staff shall be trained in best practices and all interventions (clinical and nonclinical) are based in a cognitive behavioral treatment modality. The staffing pattern will include:
 1. The Director of Regional Services will provide administrative and fiscal oversight.
 2. The Associate Director will provide direct supervision and monitoring of the operations.
 3. A Supervisor will oversee day to day operations, including clinical services.
 4. An Administrative Specialist.
 5. Clinical Service Provider(s) to perform clinical assessments and facilitate groups.
 6. Case Manager(s) will carry a caseload, provide life skills education, and assist with vocational and educational needs. Case management includes connecting clients to needed services, i.e. vocational, educational, mental health and ongoing alcohol and drug services to existing community service providers. Case Managers will also provide regular reports to the courts and probation.
 7. Activity and Security Monitors (ASM) will provide coverage 24 hours a day/7 days a week. They will monitor movement to and from the facility as well as client behavior while inside the program. ASM staff are trained to intervene in crisis and provide supportive direction to clients; all behaviors are reported to clinical and management staff.
- C. Talbert will ensure the safety of personnel and clients through the operation of an Executive Continuous Quality Improvement (CQI) Committee that provides oversight and management of the CQI process. In addition to providing oversight for all programmatic CQI activities, the Executive CQI Committee will monitor the activities of the Safety and Risk Management Committees.

The Safety Committee will monitor and review information regarding safe working conditions for CASC staff, clients, and visitors including physical plant conditions,

infection control, and fire safety considerations. An Environmental Review form, a checklist that requires a close inspection of the facility, shall be completed monthly. This document will be reviewed by the Safety Committee to ensure safety protocols are followed and to ensure follow-up is completed if and when problems occur. Unless otherwise directed by the Jail, this document will be used as an instrument to monitor the facility's compliance with safety and health codes and maintain proper upkeep of the building. Talbert will cooperate with the Jail regarding safety and health laws and regulations.

The Risk Management Committee shall review and monitor activity that may potentially place the system at risk as it relates to staff, client and property. The Risk Committee will mitigate risk in these three areas by monitoring incidents, identifying trends, and providing staff training in these areas. Talbert management will report any incidents in these three areas to the Risk Committee.

- D. All staff shall receive a comprehensive 30 hour orientation designed to help them understand their responsibilities as an employee of Talbert. The orientation will provide an overview of the agency and of community corrections; new employees receive necessary training on HIPAA compliance, ethics, agency mission, crisis de-escalation, cultural diversity, documentation, best practices, signs and symptoms of chemical dependency, CPR/First Aid, sexual harassment, fire safety, Drug Free Workplace, and universal precautions. In addition to the week-long orientation, each staff member will be required to be trained on site specific policies and procedures and participate in a shadowing process prior to providing direct client services.
- E. Talbert House will strive to be competitive in their pay grades. Positions are classified according to job requirements and are assigned appropriate grades and salary ranges based on the identified value of the position and external labor market. Both starting salaries and salary ranges will be reviewed annually utilizing available salary surveys and local job market information for reference.
- F. The Associate Director of Regional Services will provide direct oversight to the program operations. The Associate Director will be responsible for the budget and ensuring the program has policies, procedures, and systems in place to operate smoothly. The Associate Director will provide supervision to the program manager.

A supervisor will be hired with related education and experience working with this population. Talbert will seek to hire an internal candidate who has the required credentials and experience in community corrections and knowledge of Talbert policies and procedures.

The Director of Regional Services will provide administrative supervision to the program, ensuring budget and contract compliance. The Director will communicate with Clermont County leadership, participate in meetings and facilitate as necessary.

- G. Talbert will communicate with the Board of County Commissioners, jail personnel, the courts, Sheriff's Department, Probation Department, and Clermont County Mental Health and Recovery Services regularly in order to keep all informed and ensure efficient operations. Daily communication with the Jail and Probation Department will be necessary to discuss admissions, discharges and behaviors of clients. Probation will be encouraged to join the weekly clinical staffing meetings. The Judges and Probation

Department will receive written reports monthly, or as requested, on each client's progress. Immediate behavior problems will be reported within twenty-four (24) hours. Talbert will be available to plan, schedule, and facilitate meetings for all involved parties. During the first six months of operations a monthly meeting will be held and Talbert will invite key stakeholders to ensure successful implementation of the CASC.

- H. The Associate Director and/or designee will provide monthly and quarterly reports to applicable governmental agencies including, but not limited to the following:

Reports:

1. Census Report—this report will be completed by the 7th of each month and submitted to the Board and Sheriff as proof of services for the month prior. The report will include client name, case number, Medicaid eligibility, average revenue per client and number of days receiving services during the calendar month identified. The day of admittance and each day thereafter shall count as an offender's day of stay with the exception of the day of discharge, which shall not be counted.
 2. Environmental Review Report—this report will be completed by the 15th of each calendar month and submitted to the Jail. This report will indicate current condition of facility and any maintenance and/or facility needs that may need attention.
 3. Monthly Staffing Report—these reports will be completed every 30 days for each client being served and submitted to the assigned Probation Officer. This report will include client's current status, progress, behavior management issues and goals toward successful completion.
 4. Quarterly Report—this report will be completed at the end of each quarter and submitted to Clermont County Adult Probation Department and applicable courts to indicate census, admissions, outcomes, assessment results (using How I Think Questionnaire pre and post tests), sanctions and rewards.
 5. Low to Moderate Income Report – this report will be completed at the end of each month and submitted to the Board to indicate all clients meeting the National Objective of L/M Income Limited Clientele via income qualification.
- I. The following are outcome indicators that will be tracked on a monthly basis and reported as part of Talbert's monthly Continuous Quality Improvement process. Once baseline data is established, specific target thresholds shall be developed by Talbert in cooperation with the Courts and Probations Department. Indicators that do not meet the identified thresholds will require a written action plan designed to positively impact outcome indicator data.

Outcomes:

1. Number of clients successfully completing the program
2. Number of clients unsuccessfully completing the program
3. Number of clients neutrally discharged from the program
4. Percentage of clients successfully completing the program
5. Number of clients receiving Medicaid services
6. Wait time for clients entering 6, 10, and 20 day DUI Program is 30 days or less
7. Number of clients employed at time of discharge
8. Number of eligible clients engaged in education services
9. Client satisfaction survey results - target goal is 3.0 + (on a 4 point Likert Scale)
10. Percentage of successful discharges that have a termination summary that documents linkages have been made for any identified mental health, alcohol and drug, and primary care needs
11. Percentage of written reentry plan reports provided to Clermont County Probation Department within 5 days of discharge

12. Percentage of successful completers demonstrating a reduction in HIT scores (Length of Stay 30+ days)
13. Fidelity to best practices – the Clinical Supervisor observes therapy and education groups to evaluate staff skill and use of clinical intervention according to best practice

A successful discharge is defined as a client meeting the goals of their Individual Service Plan; or a client is released by the County prior to the successful completion of the program.

An unsuccessful discharge is defined as a client refusing ongoing services/treatment; or the client exhibits a pattern of major program rule violations.

A neutral discharge is defined as removal/transfer for reasons beyond the control of the client or program (e.g. initiated by probation, referral source, or medical personnel); or client refuses services upon arrival/orientation.

- J. Talbert will ensure CASC services are prepared for inspections, reviews and audits and report all findings as required.
- K. Talbert will develop screening protocols and distribute to Court and Probation Departments to ensure appropriate referrals are made to CASC. These protocols will include Screening, Admission and Exclusionary Criteria, a CASC Referral Form, and CASC Participation Agreement. It is also expected that Court and Probation Departments share information such as Pre-Sentence Investigation or comparable documentation to aid Talbert in assessment and treatment planning.
- L. All referrals for CASC shall be received by the facility's Administrative Specialist. The Supervisor or Associate Director will review referrals based on admission, discharge, and exclusionary criteria. Talbert will assess the risk and needs of each client. All clients will receive the following:
 - Ohio Risk Assessment System (ORAS). The ORAS instruments will be utilized to identify risk levels and criminogenic needs. The result of the ORAS instrument will be utilized in the development of the individualized service plan.
 - TCU Psychological Functioning Instrument will be completed within 72 hours of admission and will screen for symptoms of anxiety, depression, self-esteem, decision making and expectancy.
 - TCU Mental Trauma and PTSD Screening will also be completed within 72 hours and measures for symptoms of Post-Traumatic Stress Disorder.
 - Adverse Childhood Experiences (ACE). This instrument will be completed within 72 hours of admission and will screen emotional, physical and sexual abuse as well as issues of neglect, witnessing violence or growing up with someone who is mentally ill or another source of family dysfunction. This instrument will trigger a full mental health assessment if problems are identified.
 - Lethality Assessment. The lethality assessment identifies risk issues for potential harm to self or others. Information on the client's history of abuse and/or trauma is

included in the assessment process and this information is utilized for treatment planning and programming purposes.

- Substance Abuse Subtle Screening Inventory (SASSI) is a tool to help identify adults with a high probability for alcohol and drug problems. This is an empirically tested tool used widely in the addictions field with a 93% accuracy rate.
 - Vocational/educational assessment. Vocational services identify job history, training, qualifications, work skills, interests, any previous barriers experienced by the client including physical limitations. Employment goals are discussed as well.
 - How I Think (HIT) test. The HIT assessment is given to assess criminal thinking. This instrument is utilized as a pre and post treatment measure to identify changes in criminal thinking.
- M. For those clients who have a planned stay in the program greater than 20 days and the SASSI indicates an alcohol and drug problem, or the TCU instruments indicate mental health concerns, they will receive:
- Diagnostic Assessment Form (DAF). DAF includes the evaluation of criminality, family functioning, vocation and educational needs, health and physical issues, substance use and a mental status exam and may involve collateral contacts. An individual's strengths and needs are identified for the development of an individualized service plan. A diagnosis of the client's mental health and/or substance use condition will be made based on the results of the assessment in order to provide an integrated approach to treatment and reentry planning. Per the Ohio Department of Alcohol and Drug Addiction Services (ODADAS) and the Ohio Department of Mental Health (ODMH), if the client has completed a Diagnostic Assessment within the past year the program can accept the assessment and proceed with a review and update. If the client has an assessment completed within the past year, CASC will use that assessment.
 - ODADAS Level of Care form. This document assesses the individual based on several criteria in order to determine the most appropriate level of care. Those criteria include: withdrawal symptoms, biomedical conditions, emotional/behavioral/cognitive conditions, treatment acceptance/resistance, relapse potential and recovery environment.
 - Health Assessment. The purpose of the Health Assessment is to obtain the client's medical history including dental, chronic illnesses, injuries, disabilities, acute illnesses and current symptoms, and medications that are being taken. It also identifies if the client has a primary care physician or health center and insurance coverage for community linkage.
- N. Each client will receive an Individualized Service Plan (ISP) based upon their unique individual needs identified through the assessment process. The assessment identifies particular issues, needs and risks. The ISP will identify specific goals and objectives for the client and a time frame for progress and completion. Persons responsible for assisting the client in achieving goals will be noted on the ISP. ISPs will be updated regularly and at discharge to note progress on goals. The ISP objectives will change as needed to facilitate client movement towards achieving goals. Each client is reviewed

regularly in a clinical staff meeting. The treatment team, which includes the Probation Officer, meets to evaluate progress and adjust service plans based on progress and identified needs. Re-assessment occurs as circumstances change. This could result in a change to or additional needs addressed on the individual service plan.

Talbert will provide mental health and alcohol and drug treatment services as indicated at an outpatient level of care as defined by ODMH and ODADAS. Individual and group counseling sessions will be provided to help the client work through treatment issues and to promote personal change that will lead to a sober lifestyle free from further legal involvements. Specialized services are offered either individually or in groups in the areas of corrective thinking, relapse prevention, and substance abuse. Clients are assessed as to their need for these services based on history and offenses. Clients are introduced to the 12 Step recovery programs of Alcoholics Anonymous and Narcotics Anonymous, and other support groups, and are expected to participate in support groups during treatment and encouraged to continue this in the community following discharge.

The curriculum used for group and individual counseling will be based in cognitive behavioral modality of treatment, as defined to be best practice for offenders. Urine screens will be completed randomly and on-demand. Prescriptions for urine screen collection will be required and provided through coordination with medical services upon admission.

All clients will receive discharge planning and, if indicated, will be referred for ongoing alcohol and drug counseling needs, including aftercare services. Clients who are residents of Clermont County will be referred to Clermont Recovery Center. Those with mental health needs will be referred for ongoing mental health needs. Clients who are residents of Clermont County will be referred to LifePoint Solutions. These services will be coordinated prior to discharge to ensure seamless transition into the community. Talbert will acquire a Memo of Understanding with both Clermont Recovery Services and LifePoint Solutions.

- O. The primary treatment approach utilized by Talbert is Cognitive Behavioral Therapy. The approach combines two effective treatment approaches: Behavioral Therapy and Cognitive Therapy. Talbert utilizes standardized Corrective Thinking Curricula called Truthought.

Abiding by best practice guidelines, clients will be assigned to treatment groups based on need and ORAS score. Clients with the highest ORAS scores and most needs will receive more treatment services than those with lower scores and less needs.

Additionally, research states that offenders are more successful when pro-social behaviors are rewarded and anti-social behaviors are sanctioned. To that end, the CASC will operate a Behavior Management System that is based in cognitive-behavioral principle:

- Rewards--The *Star Card* Reward System is designed to increase client motivation to change by providing positive reinforcement of pro-social behaviors on an intermittent basis. Behaviors need to be observed by a staff member in order to be rewarded. Talbert staff or other staff providing clinical services at the program will be issuing *Star Cards*. Cards can be redeemed for items such as hygiene products,

recreational needs, or gift cards. Rewards will be tracked using the Behavior Management Log.

- Sanctions—Program guidelines will be distributed at admission. Program violations will accrue a point level and various interventions will be held in cooperation with the probation officer to assist clients in improving behavior. Reaching 50 points will necessitate a meeting with the client, Case Manager and Probation Officer. Once point total reaches 100 points, termination may be recommended. Sanctions will also be tracked using the Behavior Management Log.

- P. The program will maintain a focus on vocational/educational services for all clients as these services are necessary to develop a positive self-image and a sense of economic well-being necessary to support recovery. Case Managers will be trained and equipped to work with clients individually and in group processes to develop and/or enhance client's skills in this area. Clients will receive assistance for educational goal attainment, job readiness, job seeking, and job retention.

Talbert House will contract with Clermont Educational Services Center to provide GED and Adult Basic Literacy Education (ABLE) services to clients in the program. Clients will be assessed using the Test of Adult Basic Education and the practice GED test. The focus will be on clients needing to complete their GED. ABLE will provide 4 hours of instruction to CASC clients weekly. Clients who already have their GED or high school diploma will not be required to attend education classes.

- Q. The case manager will engage the client in reentry planning. The goal is to ensure that all clients discharging from treatment services have a clear understanding of recommendations and access to ongoing resources in the community. Talbert defines reentry planning as a process initiated on the date of admission and continuing throughout the client's affiliation with Talbert.

The reentry plan is a forward-looking document developed in conjunction with the client that identifies recommendations for post treatment actions. All clients will be expected to actively participate in the reentry planning process. Input is also solicited from probation, family members, and other relevant stakeholders in the offender's life. Reentry planning includes housing, school, and/or employment needs of the client. An update is made to the client's ISP prior to discharge. It serves as a final rating of the client's progress in treatment.

The case managers will complete a reentry plan for each client. The following areas will be addressed:

- Review goals on ISP - These goals will be identified as completed, referred, or deferred.
- Continuing Care referrals are discussed and initiated with client coordinating date/time with continuing care agency.
- Identify specific support systems (names, relationships, and phone numbers) for the client within the community.
- Verification of living arrangements (address and direct contact) with client and resource (include a back-up plan).
- Medical and psychiatric needs are addressed and resources identified. This includes medication, medical referrals, and psychiatric appointments and assessments. Appointment dates and times are scheduled with the client if possible and

documented on the reentry plan.

External referrals to agencies in Clermont County will be integral to the success of clients as they transition home. The following are the most anticipated referrals for follow-up: counseling for trauma or grief, vocational counseling, GED or ABLÉ training, housing assistance, AA or NA Twelve Step support groups, parenting classes, medical and dental clinics, etc. Substance abuse aftercare referrals for clients who are residents of Clermont County will be coordinated with Clermont Recovery Center and mental health referrals will be coordinated with LifePoint Solutions.

Bridges Out of Poverty will provide a conceptual frame of reference for addressing poverty, including generational poverty of the clients served. Staff will be educated on the Bridges Out of Poverty principles to most effectively address the needs of clients.

- R. Clients will be permitted to job seek and acquire employment and go to work while in CASC. Case Managers will assist clients in getting birth certificates or state ID cards, if needed. Clients will be required to request movement outside of the program using a pre-planned itinerary. Movement requests require all destinations to be listed with realistic time frames for coming and going. Being out of place or non-compliant with the approved times will result in a report to the probation officer. Positive behaviors will be rewarded with more privileges and negative behaviors will be sanctioned. Any discharge, including but not limited to community service and work release, shall be approved by the Court.
- S. Transportation will be available to clients through Clermont Transportation Connection, which will provide transport to/from specific address or bus route into Cincinnati if job related. Clients are also permitted to use family/friends that are pre-approved by case manager and/or probation officer for transportation needs.
- T. Talbert will contract with iSECUREtrac for Electronic Monitoring Services. The unit that will be used is iSECUREtrac's System 5000, which is comprised of three main pieces of equipment and accessories. The 3 main components are:
- The System 5000 Personal Tracking Unit (PTU);
 - IntelliCuff, also known as the TX or Cuff; and
 - The Charger Base.

Talbert will incur up-front costs for electronic monitoring equipment. The client will be responsible for use and care of the equipment and will sign a form indicating their knowledge and understanding of replacement costs. The cost of replacing the equipment is: PTU \$2,095, Bracelet Transmitter \$140 and Charging Base \$300. These costs are only incurred in case of loss, theft, or destruction on the part of client.

Clients needing higher level accountability or who need more intensive vocational support may be placed on electronic monitoring for a pre-determined length of time when they first become eligible to seek employment or if movement violations become apparent. This will provide additional supervision support and accountability to ensure clients are following approved itineraries. Once the client has shown successful progress and responsibility regarding itinerary/work guidelines, the case manager can recommend the client be taken off of electronic monitoring equipment.

Clients placed on Electronic Monitoring will incur an additional program fee to cover costs of equipment, not to exceed \$6.50 per day for the timeframe they are placed on equipment.

- U. Clients will be charged a minimum program fee of \$10 daily. Clients will sign a fee agreement with Talbert upon admission to the program. Escrow accounts may be established for clients receiving paychecks. The escrow account may then issue checks for the client's financial obligations, including court fees, child support, CASC fees, etc. Clients can also request an allowance for their personal needs. Upon discharge, the client will receive the balance of their escrow account funds.

OVI Offenders

At the time of registration, the client is informed of program fees and will sign a Financial Agreement. Clients are expected to pay the program fees prior to admission. A client will not be turned away for inability to pay prior to their scheduled admission date. Clients who enter the program with outstanding fees will be placed on a payment plan prior to their discharge from the program. A revised financial agreement will be completed. A client's failure to pay fees will result in the delay of their completion certificate.

All other offenders

At the time of admission/orientation, each client will sign a Financial Agreement which specifies the program fees. The Financial Agreement includes payment arrangements and responsibilities. There are no financial eligibility criteria for client admission to the CASC. The program does not exclude clients from services based on inability to pay. Indigent clients who are not able to pay have the option to pay their fees once employment has been secured. Payment is expected upon completion and release from the center.

The Administrative Specialist will create an electronic payor record for each client. All payments received will be posted to the client's individual record. All requests for refunds will be reviewed on an individual basis by the Supervisor and/or Associate Director. The Associate Director must approve all refunds.

- V. Talbert staff will assume responsibility for janitorial services. Meals and the cost of laundry services will be combined for a cost of \$2.35 per meal. The meal cost is \$2.25 and the additional \$.10 will pay for laundry services. The Jail provides 3 meals daily, 2 of which are hot meals.
- W. Referrals will be made for clients with mental health or psychological needs.