

Resolution

Number 23-0738

Adopted Date June 13, 2023

APPROVE LEAVE DONATION FOR ALEX MOKRYCKI, COMMUNICATIONS SYSTEMS SUPERVISOR, WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Deputy Director of the Telecommunications Department has requested, due to the serious health condition of an immediate family member, to approve leave donation for Alex Mokrycki; and


NOW THEREFORE BE IT RESOLVED, to approve leave donation for Alex Mokrycki, within the Telecommunications Department, effective immediately.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Telecom (file)
A. Mokrycki's FMLA File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-0739

Adopted Date June 13, 2023

ACCEPT RESIGNATION OF STEPHANIE AUSTIN, ZONING INSPECTOR, WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT, EFFECTIVE JULY 1, 2023


BE IT RESOLVED, to accept the resignation, of Stephanie Austin, Zoning Inspector, within the Warren County Building and Zoning Department, effective July 1, 2023.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Building/Zoning (file)
S. Austin's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-0740

Adopted Date June 13, 2023

AUTHORIZE THE POSTING OF THE "ZONING INSPECTOR I" POSITION, WITHIN THE BUILDING AND ZONING DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Zoning Inspector I" position within the Building and Zoning Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting and advertising of the position of "Zoning Inspector I in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 7, 2023.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-0741

Adopted Date June 13, 2023

AMEND RESOLUTION #23-0662, ADOPTED MAY 30, 2023, TO REFLECT THE CORRECT NAME OF JEREMY TURNMIRE WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution #23-0662, adopted May 30, 2023, Employee Jeremy Turnmire was incorrectly identified as Justin Turnmire; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #23-0662, adopted May 30, 2023, to correct the resolution to reflect the correct name of Jeremy Turnmire.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: J. Turnmire's Personnel file
Water and Sewer (file)
S. Spencer

Resolution

Number 23-0742

Adopted Date June 13, 2023

REMOVE PROBATIONARY EMPLOYEE NATHAN EVE, WITHIN EMERGENCY SERVICES DEPARTMENT

WHEREAS, Mr. Eve began employment on May 28, 2023 as an Emergency Communications Operator and is subject to a 365-day probationary period; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during their probationary period; and

WHEREAS, the Director of Emergency Services recommends said employee be terminated for failing to meet the required standards of his position; and

NOW THEREFORE BE IT RESOLVED, to remove Nathan Eve from employment within the Emergency Services Department, effective June 9, 2023.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-0743

Adopted Date June 13, 2023

ADOPT CLASSIFICATIONS SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF PART-TIME FACILITIES WORKER FOR FACILITIES MANAGEMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director has requested that the position Part-time Facilities Worker be created within Facilities Management; and

WHEREAS, the Human Resource Manager has reviewed the new classification/specification and has made recommendation to the Board of Commissioners to create the classification specification of Part-time Facilities Worker within Facilities Management; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification; and

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Part-time Facilities Worker, pay range assignment of #3, hereto and made a part hereof ; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Part-time Facilities Worker, effective June 9, 2023.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Classification/Compensation file
Facilities Management(file)
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

Page 1 of 2

TITLE: Part-Time Facilities Worker

PAY RANGE: 3

JOB RESPONSIBILITIES: Performs other duties as required.

Under general supervision, could perform various skilled and unskilled tasks to assist in maintaining county buildings, property, and grounds; operates various equipment, tools and machinery as needed in performing the tasks associated with general building maintenance, groundskeeping and cleaning.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Entry level or apprentice knowledge in groundskeeping, general maintenance and custodial services; demonstrate an ability to operate maintenance, groundskeeping and custodial equipment and other associated tools and equipment.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. May operate motorized equipment (e.g., tractors, mowers, trimmers, lifts, vacuum cleaner, buffer, carpet cleaner, etc.) associated with groundskeeping, general maintenance, and custodial duties.
2. Could assist with remodeling work, groundskeeping, cleaning and general maintenance.
3. Performs tasks in the areas of general labor, routine maintenance, cleaning, lawn care, landscaping, snow removal, etc.
4. May perform general maintenance duties, assist in various maintenance projects, and custodial tasks.
5. May be required to work independently or as part of a group to accomplish tasks associated with groundskeeping, cleaning and maintenance of various buildings, entrances, and surrounding property.
6. May operate various power and hand tools needed for general maintenance, groundskeeping, and custodial duties.
7. Ability to work in inclement weather conditions and environments associated with groundskeeping, maintenance and custodial work.
8. May empty trash receptacles and other items weighing up to fifty (50) pounds.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

Page 1 of 2

TITLE: Part-Time Facilities Worker

PAY RANGE: 3

9. Cleans and sanitizes bathrooms, kitchens, and other facilities; restocks restroom supplies.
10. Arranges/rearranges and dusts office furniture; washes surfaces including furniture, walls, windows, doors, woodwork, mirrors.
11. Ensures security of buildings, parking areas (e.g. checks doors, windows, electrical equipment); reports unusual and hazardous conditions to proper authorities.
12. Demonstrates a regular and predictable attendance.
13. Follows all safety and health practices of the Warren County Board of Commissioners.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: general maintenance, landscaping, custodial and groundskeeping procedures; tools and equipment used in general maintenance, custodial and grounds care; equipment care of general maintenance and custodial equipment; safety and security practices and procedures; courtesy and good public relations.

Ability to: exercise sound judgement; follow written and verbal instructions; perform tasks for extended periods of time under various conditions; cooperate with workers on various projects and tasks; define and recognize areas requiring attention; collect and maintain data; establish facts and draw conclusions; utilize tools and equipment associated with work requirements; perform routine general labor tasks; communicate effectively; advise supervisor of possible maintenance problems; required to wear appropriate safety protection (e.g. gloves, boots, hearing/eye protection, etc.).

Skill in: general maintenance, grounds care and custodial equipment; hand and power tools; safety practices.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: PART-TIME FACILITIES
WORKER

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	A	22
#2	Knowledge Required	A	34
#3	Work Policies and Methods	A	22
#4	Work Structure and Independence of Action	B	68
#5	Responsibility for Assets	B	30
#6	Responsibility for Safety of Others	C	45
#7	Responsibility for Completing Records and Reports	A	18
#8	Personal Contacts	A	8
#9	Work Environment and Physical Demands	B	23
	TOTAL POINT FACTOR ASSIGNMENT		<u>270</u>
	RANGE		#3

Resolution

Number 23-0744

Adopted Date June 13, 2023

APPROVE RECLASSIFICATION OF BAILEY SNIDER AND RICKY SHEPPARD WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, Bailey Snider and Ricky Sheppard were hired as temporary part-time staff within the Facilities Management Department in May of 2022; and

WHEREAS, the director has requested to reclassify Mr. Snider and Mr. Sheppard to permanent part-time Facilities Worker position as both have been completing the essential duties of the position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Bailey Snider and Ricky Sheppard to Part-time Facilities Worker within the Facilities Management Department pay range #7, \$16.55 per hour, effective pay period beginning June 17, 2023.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
OMB – S. Spencer
R. Sheppard's Personnel file
B. Snider's Personnel file

Resolution

Number 23-0745

Adopted Date June 13, 2023

HIRE CHRISTINA BANKS AS AN ASSESSMENT/INVESTIGATIVE CASEWORKER II,
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,
CHILDREN SERVICES DIVISION

WHEREAS, the department has requested to hire Ms. Banks as an Assessment/Investigative Caseworker II, as she has past experience, and she will be required to complete CORE training in her first year; and

NOW THEREFORE BE IT RESOLVED, to hire Christina Banks as an Assessment/Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time, permanent, non-exempt status, Pay Grade #16, \$21.74 per hour, effective June 20, 2023, subject to a 365-day probationary period.

BE IF FURTHER RESOLVED, Ms. Banks will not be eligible for any increase upon completing CORE training as she is hired as a Caseworker II due to her experience.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
C. Banks's Personnel file
OMB – Sue Spencer

Resolution

Number 23-0746

Adopted Date June 13, 2023

ADVERTISE FOR REQUEST FOR QUALIFICATIONS FOR CRITERIA ARCHITECT SERVICES FOR THE WARREN COUNTY CRIMINAL SUPPRESSION HEADQUARTERS PROJECT

BE IT RESOLVED, to advertise for Request for Qualifications (RFQ) for Criteria Architect Services relative to the Warren County Criminal Suppression Headquarters Project; and

BE IT FURTHER RESOLVED, to advertise said Request for Qualifications for one (1) week in a newspaper of general circulation beginning the week of June 11, 2023, and for two (2) consecutive weeks on the Warren County website; submission deadline is June 23, 2023, at 4:00pm.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
OMB Bid file

Resolution

Number 23-0747

Adopted Date June 13, 2023

AWARD BID TO BRENNTAG MID-SOUTH INC. FOR THE 2023 WATER TREATMENT CHEMICALS PROJECT

WHEREAS, bids were closed at 9:15 a.m., on June 7, 2023, and the bids received were opened and read aloud for the 2023 Water Treatment Chemicals Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Michael Zeiher, Business Manager, Brenntag Mid-South Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the bid to Brenntag Mid-South Inc., 324 East Yusen Drive, Georgetown, KY 40324 for a bid price of \$2.86 per gallon of Sodium Hypochlorite, \$.1379 per pound of Sodium Hydroxide, \$.399 per pound of Hydrofluorosilicic Acid and \$.255 per pound of Sodium Bisulfite.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Brenntag Mid-South Inc.
Water/Sewer (file)
OMB Bid file

Resolution

Number 23-0748

Adopted Date June 13, 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO FORD DEVELOPMENT CORPORATION FOR THE WARREN COUNTY AIRPORT- SOUTH TAXIWAY AND APRON RECONSTRUCTION AND RUNWAY AND TAXIWAY PAVEMENT MARKING PROJECT

WHEREAS, bids were closed at 2:00 p.m., on May 5, 2023, and the bids received were opened and read aloud for the Warren County Airport – South Taxiway and Apron Reconstruction and Runway and Taxiway Pavement Marking Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Stantec Consulting Services, in coordination with Warren County Airport Authority Board, Ford Development Corporation has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Stantec Consulting Services, that it is the intent of this Board to award the contract to Ford Development Corporation, 11148 Woodward Lane, Cincinnati, Ohio 45241, for a total bid price of \$369,217.78; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Airport (file)
OMB Bid file

Resolution

Number 23-0749

Adopted Date June 13, 2023

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN ALL DOCUMENTS ASSOCIATED WITH GRANT AGREEMENT BY AND BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION OFFICE OF AVIATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS RELATIVE TO FY2023 OHIO AIRPORT GRANT PROGRAM (#23-16)

WHEREAS, the Airport Authority Board applied and has been granted an FY2023 Ohio Airport Grant (23-06) by the Ohio Department of Transportation Office of Aviation relative to the reconstruction of the South taxiway/ apron at the Warren County Airport/John Lane Field; and

WHEREAS, said grant contract must be executed in order to receive the \$340,851.00 grant; and

BE IT RESOLVED, to approve and authorize the County Administrator to sign all documents associated with the FY2023 grant agreement (23-16) with the Ohio Department of Transportation Office of Aviation relative to the Remark Runway and Taxiway and Reconstruct South Taxiway/ Apron Project at the Warren County John Lane Field Airport; as attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—ODOT
Airport Authority (file)
B. Quillen
T Zindel
Al Wolfson

GRANT CONTRACT

under

The Fiscal Year 2023 Ohio Airport Grant Program

between the

**Warren County Commissioners & Warren
County Airport Authority**

and

The Ohio Department of Transportation

Office of Aviation

ODOT Project Number

23-06

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Improvement Grant Contract

ODOT Project No. 23-06

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the

Warren County Commissioners & Warren County Airport Authority

agree as follows:

ARTICLE I: DEFINITIONS

1.1 The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Aviation

Airport: an airport which is a Publicly Owned/Public Use facility in Ohio, but which does not receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

AIP: the Federal Aviation Administration program that provides federal funds to public agencies for planning and development of airports.

Code: the Ohio Revised Code.

Contract: this Contract, which is identified as ODOT Project No. 23-06

Criteria: the Ohio Airport Grant Program Criteria for the current Fiscal Year

Drug-Free Workplace Program: Requirements for drug-free workplace.

FAA: the Federal Aviation Administration.

FAA Air Carrier Enplanement Funds: AIP funds granted to an airport owner in an amount based on the number of enplanements on certificated route air carriers.

FAA Cargo Funds: Federal funds received from the FAA by an Airport that has had 100 million pounds landed weight of all cargo aircraft annually.

FAA Final Audit: the project audit required by the FAA.

Federal Share: the federal share of the Total Project Cost as specified in Section 2.2 of the Contract.

Grant Funds: program funds.

Grantee: The Warren County Commissioners & Warren County Airport Authority

Land Ownership Reimbursement Allowance: an amount of funds based upon the appraised value of Airport-owned property and which has been credited by the FAA to the Grantee toward the Local Share.

Local Share: the local share of the Total Project Cost as specified in Section 2.2 of the Contract.

ODOT: the Ohio Department of Transportation.

Program: a grant program funded by the Ohio Airport Grant Program. Ohio Direct Grant Application for General Aviation Airports

Project: the project funded by the Contract which is identified as ODOT Project No. 23-06

Standard Assurances: the assurances referred to in the Ohio Airport Grant Program Application Procedure. The application Procedure and its appendices are available at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/aviation/resources/airport-grant-program>

State: the State of Ohio.

State Share: the state share of the Total Project Cost as specified in Section 2.3 of the Contract.

Total Project Cost: the total project cost as specified in Section 2.2 of the Contract.

ARTICLE II

SECTION 1: PURPOSE

- 1.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.
- 1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended. The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the project described below.

SECTION 2: SCOPE OF PROJECT AND FUNDING

Scope of Project: Remark Runway and Taxiway at the Warren County Airport/John Lane Field

2.1 The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of this project.

2.2 The Project costs are as follows:

Total Project Cost: \$88,775.00

Total Local Share: \$4,439.00

Total State Share: \$84,336.00

2.3 The total cost for the project is \$88,775.00. ODOT agrees to provide Grant Funds to the Grantee up to a maximum of \$84,336.00 in State funds. This maximum amount reflects the funding limit for the project set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the project and associated engineering design and construction phase services.

2.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this Section and shall be required to pay only such amount as it may determine.

2.5 This Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.

2.6 Non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.

2.7 ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and availability of funds.

2.8 Upon completion of the project and after ODOT's completion of the project inspection, Grantee shall submit to ODOT a Request for Payment per the method described in the application procedure. ODOT will then initiate requisition for payment of the State Share specified in Section 2.3 of this Contract provided that expenditures made by the Grantee are:

- 2.8.1 Made in conformance with the Application, the Criteria and this Contract;
- 2.8.2 Necessary in order to accomplish the project;
- 2.8.3 Reasonable in amount for the goods and services purchased;
- 2.8.4 Actual net costs to the Grantee after any refunds, rebates, or other items of value received by the Grantee have been subtracted; and
- 2.8.5 Incurred for work performed after the execution of this Contract by ODOT, unless specific written authorization to the contrary has been received by the Grantee from ODOT.

2.9 The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in paragraph 2.3 of this Contract as the Total Project Cost is the Total Project Cost. The Grantee shall fully comply with all federal, state and local laws, rules, executive orders, and other legal requirements as they apply to airports and to the performance of this Contract.

2.10 The Grantee shall submit all documents relating to this Contract, including all bids and financial reports, to the Office of Aviation on a continuing basis. The Grantee shall submit to ODOT:

- A. Written verification of intent to perform the project as specified in the Application and as specified in the Notice of Project Approval that was sent to the Grantee;
- B. A set of plans, as required by ODOT in Appendix E and F of the Criteria;
- C. The Project Time Schedule as required in Appendix G-I of the Criteria;

- D. All bid documentation prepared by the Grantee, prior to its release to prospective bidders, including requirements for compliance with Drug-Free Workplace procedures;
- E. A completed copy of the project safety and phasing plan including FAA Form 7460's and/or 7480, if required by project type of work.
- F. Notification of all meetings relating to the project, as soon as the meeting dates and time have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- G. Notification of potential starting dates for project work, as soon as such dates have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- H. Notification of project completion;
- I. Copies of all bid documentation received by the Grantee from all bidders, including contractor and sub-contractor compliance with Drug-Free Workplace procedures.
- J. The final ODOT Request for Payment as per the application procedure, no later than thirty days after completion of the project.

2.11 The ODOT Request for Payment Form shall be submitted to the Office of Aviation by the Grantee with documentation specifying the project cost, the State Share and the Local Share. Payment will be made on the basis of invoices received by the grantee for work done. Grantee shall submit all other information to the Office of Aviation as requested by ODOT or its agents.

2.12 The Grantee shall return any overpayment of Grant Funds to ODOT not later than forty-five (45) days after notification by ODOT which reveals such overpayment.

2.13 If, for any reason, the Grantee is requested to refund all or a portion of the Grant Funds, any such refund shall be immediately initiated by the Grantee upon receipt by the Grantee of said request from ODOT.

2.14 The Grantee agrees that ODOT shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records pertaining to the project, and to audit the books, records, and accounts maintained with regard to the project.

2.15 The Grantee shall permit ODOT or any of its agents to inspect all project facilities and equipment.

2.16 If any of the project facilities or equipment are not used for the purpose of aviation, whether resulting from planned withdrawal, casualty loss, termination of the Grantee's airport operations or any other event, or if the public is not afforded use of the Grantee's airport for which Grant Funds have been provided as fully and equally as all other parties in accordance with Section 4561.11 of the Code, for a period of 20 years, the Grantee shall immediately notify the Administrator and shall promptly remit to ODOT the full amount of the Grant.

2.17 The Grantee shall purchase and/or maintain such insurance or self-insurance on all project facilities and equipment throughout the life of the Project in an amount and form as will be adequate, in ODOT's judgment, to protect the State interest therein and include coverage for theft, loss and liability.

ARTICLE III:
MAINTENANCE OF PROJECT FACILITIES AND EQUIPMENT AND PROJECT
PERFORMANCE

3.1 The Grantee shall maintain the project facilities and equipment in good condition and working order, and in accordance with any guidelines, directives or regulations which ODOT or the FAA may issue. The Grantee hereby agrees that ODOT shall have the right to require the Grantee to restore the project facilities and equipment, or pay for any damage to the project facilities and equipment caused by the abuse or misuse of such property.

3.2 The Grantee shall adhere to the following specifications throughout the performance of the project:

3.2.1 The Grantee shall have present on the project at all times a quality assurance inspector who shall be a registered professional engineer or his/her representative (The Airport Manager, unless qualified, cannot be expected to provide the necessary level of inspection.);

3.2.2 The Grantee is responsible for the cost and performance of all project engineering including, but not limited to, preparation of project plans and specifications;

3.2.3 The scope of work for the project shall include allowance for a 1% gradient on both sides of the runway centerline, and longitudinal paving joints shall be offset a minimum of 18 inches on either side of existing joints;

3.2.4 The scope of work for a runway resurfacing project shall include a stipulation that all paving be accomplished using a 40-foot ski on the paver to assure surface uniformity;

3.2.5 Load limits as described in ODOT Construction and Material Specifications Section 105.13 and not to exceed 57,000 pounds maximum gross weight shall be imposed by the Grantee on all contractor haul vehicles, and the contractor shall be responsible for and shall repair all damage caused by its vehicles on haul roads, ramps, aprons, taxiways, and runways;

3.2.6 The Grantee shall perform the project in accordance with the most recent ODOT Construction and Material Specifications and any supplemental specifications issued by ODOT. Items such as runway and taxiway markings, which are not covered under these specifications shall be governed by an applicable FAA advisor circular.

3.2.7 When the scope of work includes marking of a runway, the new marking and any existing lighting shall reflect the required minimum approach slope ratio, FAA Part 77, Objects Affecting Navigable Airspace, and AC 150/5300-13 Airport Design, current edition and any other FAA design circulars must be adhered to. In addition for marking layout, refer to AC 150/5340-1 current edition;

3.2.8 When the scope of work includes airport visual lighting aids, communications equipment, navigational aids, weather reporting equipment, and obstruction lights and/or marking, all current FAA advisor circulars shall be adhered to;

3.2.9 For any project type, a project safety plan shall be submitted per AC 150/5370-2 current edition, Safety on Airports During Construction;

3.2.10 When the scope of work includes the installation of an Automated Weather Observing System (AWOS), refer to AC 150-5220-16, Automated Weather Observing System (AWOS) current edition for non-federal application;

3.2.11 No plans will be approved before a copy of the FAA form 7460 and/or 7480 and NF-4 submitted to FAA has been received by ODOT; and

3.2.12 All asphalt paving projects shall be completed by October 15 of any year.

ARTICLE IV: GENERAL PROVISIONS

- 4.1 The Grantee and all project contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements bearing on the performance of the contract, including but not limited to, the laws referenced in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification.
- 4.2 In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or the FAA. The Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, the State or FAA, and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State or the FAA, including, but not limited to, rights and privileges concerning workers' compensation benefits, social security coverage or retirement membership or credit.
- 4.3 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.
- 4.4 Neglect or failure by Grantee to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the Grantee's control. The Grantee, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.

- 4.5 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the Grantee shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the Grantee shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty days and failure by the Grantee to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the Grantee, or immediate termination of this Agreement by ODOT.
- 4.6 The Grantee, upon receipt of notice of termination, shall cease work on the terminated activities under this Agreement, terminate all subcontracts relating to such terminated activities, 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 Agreement, including without limitation, results accomplished, conclusions resulting there from, and such other matters as the State may require.
- 4.7 In the event of termination under this Section, Grantee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Grantee shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT for which services have not been rendered by the Grantee shall be returned to ODOT.
- 4.8 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 4.9 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the project and shall notify the Office of Aviation of any current or prospective litigation pertaining to any such third party contract. ODOT may require the Grantee to pay a proportionate share, based on the ratio of the Grant Fund paid to the Grantee pursuant to this Contract to the Total Project Cost, of the proceeds of any third party recovery related to the project.

- 4.10. The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.
- 4.11 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- 4.12 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Grantee hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 4.13 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.
- 4.14 The Grantee shall not assign or subtract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.
- 4.15 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.
- 4.16 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION
- 4.16.1 In carrying out this Contract, Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be 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.

4.16.2 Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

4.16.3 Grantee agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Grantee shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

4.16.4 Compliance with Regulations: The Grantee (hereinafter includes consultants and contractors) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Government, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

4.16.5 Nondiscrimination: The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

4.16.6 Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Grantee of the Grantee's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.

4.16.7 Information and Reports: The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

4.16.8 Sanctions for Noncompliance: In the event of a Grantee's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Grantee under the contract until the Grantee complies; and/or,
- b. cancelling, terminating, or suspending a contract, in whole or in part.

4.16.9 Incorporation of Provisions: The Grantee will include the provisions of paragraphs one through nine in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a contractor, subcontractor, or supplier because of such direction, the Grantee may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

4.16.10 During the performance of this contract, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Grantee," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- In hiring of employees for the performance of the work under this contract or any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Contract relates.
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 2000 ff.)

4.17 DRUG-FREE WORKPLACE

Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

4.18 ETHICS REQUIRMENTS

Contractor agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

4.19 OHIO ELECTION LAW

Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

4.20 FINDINGS FOR RECOVERY

Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

4.21 OFFER AND EFFECTIVE DATE

When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty (30) days of such transmittal, unless an extension is granted by the Office of Aviation at the request of the Grantee. This Contract shall become effective on the date signed by the Director of ODOT, and the obligations of the parties hereunder shall then begin.

4.22 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in Article II, Section 2.2 is the Total Project Cost.

4.23. EXECUTION

4.23.1 The Grantee hereby represents that it is one of the following, with full power and authority to enter into this Contract: A regional airport authority established under Chapter 308 of the Code; a port authority established under Chapter 4582 of the Code; the State; a municipality; a county; or a township on an island.

4.23.2 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

4.23.3 Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

(The remainder of this page is left blank intentionally)

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Contract this

_____ day of _____, 20____.

By: _____
Director of the Ohio Department of Transportation

FOR THE GRANTEE:

Executed this 17TH day of MAY, 2023.

By: [Signature]

Title: SECRETARY-TREASURER, WARREN COUNTY AIRPORT AUTHORITY

Executed this 13 day of JUNE, 2023.

By: [Signature]

Title: County Administrator

CERTIFICATE OF GRANTEE'S ATTORNEY:

I, Adam M. Nice, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated _____, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this 13 day of JUNE, 2023.

By: [Signature]

Title: Assistant Prosecuting Attorney

Resolution

Number 23-0750

Adopted Date June 13, 2023

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN ALL DOCUMENTS ASSOCIATED WITH GRANT AGREEMENT BY AND BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION OFFICE OF AVIATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS RELATIVE TO FY2023 OHIO AIRPORT GRANT PROGRAM (#23-06)

WHEREAS, the Airport Authority Board applied and has been granted an FY2023 Ohio Airport Grant (23-06) by the Ohio Department of Transportation Office of Aviation relative to the reconstruction of the South taxiway/ apron at the Warren County Airport/John Lane Field; and

WHEREAS, said grant contract must be executed in order to receive the \$84,336.00 grant; and

BE IT RESOLVED, to approve and authorize the County Administrator to sign all documents associated with the FY2023 grant agreement (23-06) with the Ohio Department of Transportation Office of Aviation relative to the Remark Runway and Taxiway and Reconstruct South Taxiway/ Apron Project at the Warren County John Lane Field Airport; as attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—ODOT
Airport Authority (file)
B. Quillen
T Zindel
Al Wolfson

GRANT CONTRACT

under

The Fiscal Year 2023 Ohio Airport Grant Program

between the

**Warren County Commissioners & Warren
County Airport Authority**

and

The Ohio Department of Transportation

Office of Aviation

ODOT Project Number

23-16

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Improvement Grant Contract

ODOT Project. No. 23-16

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the

Warren County Commissioners & Warren County Airport Authority

agree as follows:

ARTICLE I: DEFINITIONS

1.1 The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Aviation

Airport: an airport which is a Publicly Owned/Public Use facility in Ohio, but which does not receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

AIP: the Federal Aviation Administration program that provides federal funds to public agencies for planning and development of airports.

Code: the Ohio Revised Code.

Contract: this Contract, which is identified as ODOT Project No. 23-16

Criteria: the Ohio Airport Grant Program Criteria for the current Fiscal Year

Drug-Free Workplace Program: Requirements for drug-free workplace.

FAA: the Federal Aviation Administration.

FAA Air Carrier Enplanement Funds: AIP funds granted to an airport owner in an amount based on the number of enplanements on certificated route air carriers.

FAA Cargo Funds: Federal funds received from the FAA by an Airport that has had 100 million pounds landed weight of all cargo aircraft annually.

FAA Final Audit: the project audit required by the FAA.

Federal Share: the federal share of the Total Project Cost as specified in Section 2.2 of the Contract.

Grant Funds: program funds.

Grantee: The Warren County Commissioners & Warren County Airport Authority

Land Ownership Reimbursement Allowance: an amount of funds based upon the appraised value of Airport-owned property and which has been credited by the FAA to the Grantee toward the Local Share.

Local Share: the local share of the Total Project Cost as specified in Section 2.2 of the Contract.

ODOT: the Ohio Department of Transportation.

Program: a grant program funded by the Ohio Airport Grant Program. Ohio Direct Grant Application for General Aviation Airports

Project: the project funded by the Contract which is identified as ODOT Project No. 23-16

Standard Assurances: the assurances referred to in the Ohio Airport Grant Program Application Procedure. The application Procedure and its appendices are available at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/aviation/resources/airport-grant-program>

State: the State of Ohio.

State Share: the state share of the Total Project Cost as specified in Section 2.3 of the Contract.

Total Project Cost: the total project cost as specified in Section 2.2 of the Contract.

ARTICLE II

SECTION 1: PURPOSE

- 1.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.
- 1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended. The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the project described below.

SECTION 2: SCOPE OF PROJECT AND FUNDING

Scope of Project: Reconstruct South Taxiway/Apron at the Warren County Airport/John Lane Field

- 2.1 The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of this project.
- 2.2 The Project costs are as follows:

Total Project Cost: \$358,791.00

Total Local Share: \$17,940.00

Total State Share: \$340,851.00
- 2.3 The total cost for the project is \$358,791.00. ODOT agrees to provide Grant Funds to the Grantee up to a maximum of \$340,851.00 in State funds. This maximum amount reflects the funding limit for the project set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the project and associated engineering design and construction phase services.
- 2.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this Section and shall be required to pay only such amount as it may determine.
- 2.5 This Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.

2.6 Non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.

2.7 ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and availability of funds.

2.8 Upon completion of the project and after ODOT's completion of the project inspection, Grantee shall submit to ODOT a Request for Payment per the method described in the application procedure. ODOT will then initiate requisition for payment of the State Share specified in Section 2.3 of this Contract provided that expenditures made by the Grantee are:

- 2.8.1 Made in conformance with the Application, the Criteria and this Contract;
- 2.8.2 Necessary in order to accomplish the project;
- 2.8.3 Reasonable in amount for the goods and services purchased;
- 2.8.4 Actual net costs to the Grantee after any refunds, rebates, or other items of value received by the Grantee have been subtracted; and
- 2.8.5 Incurred for work performed after the execution of this Contract by ODOT, unless specific written authorization to the contrary has been received by the Grantee from ODOT.

2.9 The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in paragraph 2.3 of this Contract as the Total Project Cost is the Total Project Cost. The Grantee shall fully comply with all federal, state and local laws, rules, executive orders, and other legal requirements as they apply to airports and to the performance of this Contract.

2.10 The Grantee shall submit all documents relating to this Contract, including all bids and financial reports, to the Office of Aviation on a continuing basis. The Grantee shall submit to ODOT:

- A. Written verification of intent to perform the project as specified in the Application and as specified in the Notice of Project Approval that was sent to the Grantee;
- B. A set of plans, as required by ODOT in Appendix E and F of the Criteria;
- C. The Project Time Schedule as required in Appendix G-I of the Criteria;

- D. All bid documentation prepared by the Grantee, prior to its release to prospective bidders, including requirements for compliance with Drug-Free Workplace procedures;
- E. A completed copy of the project safety and phasing plan including FAA Form 7460's and/or 7480, if required by project type of work.
- F. Notification of all meetings relating to the project, as soon as the meeting dates and time have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- G. Notification of potential starting dates for project work, as soon as such dates have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- H. Notification of project completion;
- I. Copies of all bid documentation received by the Grantee from all bidders, including contractor and sub-contractor compliance with Drug-Free Workplace procedures.
- J. The final ODOT Request for Payment as per the application procedure, no later than thirty days after completion of the project.

2.11 The ODOT Request for Payment Form shall be submitted to the Office of Aviation by the Grantee with documentation specifying the project cost, the State Share and the Local Share. Payment will be made on the basis of invoices received by the grantee for work done. Grantee shall submit all other information to the Office of Aviation as requested by ODOT or its agents.

2.12 The Grantee shall return any overpayment of Grant Funds to ODOT not later than forty-five (45) days after notification by ODOT which reveals such overpayment.

2.13 If, for any reason, the Grantee is requested to refund all or a portion of the Grant Funds, any such refund shall be immediately initiated by the Grantee upon receipt by the Grantee of said request from ODOT.

2.14 The Grantee agrees that ODOT shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records pertaining to the project, and to audit the books, records, and accounts maintained with regard to the project.

2.15 The Grantee shall permit ODOT or any of its agents to inspect all project facilities and equipment.

2.16 If any of the project facilities or equipment are not used for the purpose of aviation, whether resulting from planned withdrawal, casualty loss, termination of the Grantee's airport operations or any other event, or if the public is not afforded use of the Grantee's airport for which Grant Funds have been provided as fully and equally as all other parties in accordance with Section 4561.11 of the Code, for a period of 20 years, the Grantee shall immediately notify the Administrator and shall promptly remit to ODOT the full amount of the Grant.

2.17 The Grantee shall purchase and/or maintain such insurance or self-insurance on all project facilities and equipment throughout the life of the Project in an amount and form as will be adequate, in ODOT's judgment, to protect the State interest therein and include coverage for theft, loss and liability.

ARTICLE III:
MAINTENANCE OF PROJECT FACILITIES AND EQUIPMENT AND PROJECT
PERFORMANCE

3.1 The Grantee shall maintain the project facilities and equipment in good condition and working order, and in accordance with any guidelines, directives or regulations which ODOT or the FAA may issue. The Grantee hereby agrees that ODOT shall have the right to require the Grantee to restore the project facilities and equipment, or pay for any damage to the project facilities and equipment caused by the abuse or misuse of such property.

3.2 The Grantee shall adhere to the following specifications throughout the performance of the project:

3.2.1 The Grantee shall have present on the project at all times a quality assurance inspector who shall be a registered professional engineer or his/her representative (The Airport Manager, unless qualified, cannot be expected to provide the necessary level of inspection.);

3.2.2 The Grantee is responsible for the cost and performance of all project engineering including, but not limited to, preparation of project plans and specifications;

3.2.3 The scope of work for the project shall include allowance for a 1% gradient on both sides of the runway centerline, and longitudinal paving joints shall be offset a minimum of 18 inches on either side of existing joints;

3.2.4 The scope of work for a runway resurfacing project shall include a stipulation that all paving be accomplished using a 40-foot ski on the paver to assure surface uniformity;

3.2.5 Load limits as described in ODOT Construction and Material Specifications Section 105.13 and not to exceed 57,000 pounds maximum gross weight shall be imposed by the Grantee on all contractor haul vehicles, and the contractor shall be responsible for and shall repair all damage caused by its vehicles on haul roads, ramps, aprons, taxiways, and runways;

3.2.6 The Grantee shall perform the project in accordance with the most recent ODOT Construction and Material Specifications and any supplemental specifications issued by ODOT. Items such as runway and taxiway markings, which are not covered under these specifications shall be governed by an applicable FAA advisor circular.

3.2.7 When the scope of work includes marking of a runway, the new marking and any existing lighting shall reflect the required minimum approach slope ratio, FAA Part 77, Objects Affecting Navigable Airspace, and AC 150/5300-13 Airport Design, current edition and any other FAA design circulars must be adhered to. In addition for marking layout, refer to AC 150/5340-1 current edition;

3.2.8 When the scope of work includes airport visual lighting aids, communications equipment, navigational aids, weather reporting equipment, and obstruction lights and/or marking, all current FAA advisor circulars shall be adhered to;

3.2.9 For any project type, a project safety plan shall be submitted per AC 150/5370-2 current edition, Safety on Airports During Construction;

3.2.10 When the scope of work includes the installation of an Automated Weather Observing System (AWOS), refer to AC 150-5220-16, Automated Weather Observing System (AWOS) current edition for non-federal application;

3.2.11 No plans will be approved before a copy of the FAA form 7460 and/or 7480 and NF-4 submitted to FAA has been received by ODOT; and

3.2.12 All asphalt paving projects shall be completed by October 15 of any year.

ARTICLE IV: GENERAL PROVISIONS

- 4.1 The Grantee and all project contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements bearing on the performance of the contract, including but not limited to, the laws referenced in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification.
- 4.2 In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or the FAA. The Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, the State or FAA, and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State or the FAA, including, but not limited to, rights and privileges concerning workers' compensation benefits, social security coverage or retirement membership or credit.
- 4.3 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.
- 4.4 Neglect or failure by Grantee to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the Grantee's control. The Grantee, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.

- 4.5 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the Grantee shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the Grantee shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty days and failure by the Grantee to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the Grantee, or immediate termination of this Agreement by ODOT.
- 4.6 The Grantee, upon receipt of notice of termination, shall cease work on the terminated activities under this Agreement, terminate all subcontracts relating to such terminated activities, 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 Agreement, including without limitation, results accomplished, conclusions resulting there from, and such other matters as the State may require.
- 4.7 In the event of termination under this Section, Grantee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Grantee shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT for which services have not been rendered by the Grantee shall be returned to ODOT.
- 4.8 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 4.9 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the project and shall notify the Office of Aviation of any current or prospective litigation pertaining to any such third party contract. ODOT may require the Grantee to pay a proportionate share, based on the ratio of the Grant Fund paid to the Grantee pursuant to this Contract to the Total Project Cost, of the proceeds of any third party recovery related to the project.

- 4.10 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.
- 4.11 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- 4.12 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Grantee hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 4.13 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.
- 4.14 The Grantee shall not assign or subcontract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.
- 4.15 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.
- 4.16 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION
- 4.16.1 In carrying out this Contract, Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be 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.

4.16.2 Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

4.16.3 Grantee agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Grantee shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

4.16.4 Compliance with Regulations: The Grantee (hereinafter includes consultants and contractors) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Government, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

4.16.5 Nondiscrimination: The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

4.16.6 Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Grantee of the Grantee's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.

4.16.7 Information and Reports: The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

4.16.8 Sanctions for Noncompliance: In the event of a Grantee's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Grantee under the contract until the Grantee complies; and/or,
- b. cancelling, terminating, or suspending a contract, in whole or in part.

4.16.9 Incorporation of Provisions: The Grantee will include the provisions of paragraphs one through nine in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a contractor, subcontractor, or supplier because of such direction, the Grantee may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

4.16.10 During the performance of this contract, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Grantee," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- In hiring of employees for the performance of the work under this contract or any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Contract relates.
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 2000 ff.)

4.17 DRUG-FREE WORKPLACE

Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

4.18 ETHICS REQUIREMENTS

Contractor agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

4.19 OHIO ELECTION LAW

Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

4.20 FINDINGS FOR RECOVERY

Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

4.21 OFFER AND EFFECTIVE DATE

When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty (30) days of such transmittal, unless an extension is granted by the Office of Aviation at the request of the Grantee. This Contract shall become effective on the date signed by the Director of ODOT, and the obligations of the parties hereunder shall then begin.

4.22 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in Article II, Section 2.2 is the Total Project Cost.

4.23. EXECUTION

4.23.1 The Grantee hereby represents that it is one of the following, with full power and authority to enter into this Contract: A regional airport authority established under Chapter 308 of the Code; a port authority established under Chapter 4582 of the Code; the State; a municipality; a county; or a township on an island.

4.23.2 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

4.23.3 Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

(The remainder of this page is left blank intentionally)

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Contract this

_____ day of _____, 20_____.

By: _____
Director of the Ohio Department of Transportation

FOR THE GRANTEE:

Executed this 17TH day of MAY, 2023.

By: Chris Webb

Title: SECRETARY-TREASURER, WARREN COUNTY AIRPORT AUTHORITY

Executed this 13 day of JUNE, 2023.

By: Tiffany Bink

Title: County Administrator

CERTIFICATE OF GRANTEE'S ATTORNEY:

I, Adam M. Nice, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated _____, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this 13 day of JUNE, 2023.

By: Adam M. Nice

Title: Assistant Prosecuting Attorney

Resolution

Number 23-0751

Adopted Date June 13, 2023

APPROVE AND ENTER INTO AN AGREEMENT WITH JOY OUTDOOR EDUCATION CENTER, LLC FOR A LEADERSHIP DEVELOPMENT PROGRAM FOR DIRECTORS

BE IT RESOLVED, to approve and enter into an agreement with Joy Outdoor Education Center, LLC for a leadership development program for directors, said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Joy Outdoor Educational Center, LLC
Commissioner file
OMB – Sue Spencer

**Joy Outdoor Education Center, LLC
Services Agreement**



Organization: Warren County Port Authority
Booking Name: Warren County Port Authority 2023
Primary Contact: Susan Spencer
Contact Email: Susan.Spencer@co.warren.oh.us
Contact Phone: 513-695-1747

Billing Contact: Susan Spencer
Billing Address: 406 Justice Drive
Lebanon OH 45036

Billing Email: Susan.Spencer@co.warren.oh.us
Billing Contact Phone #: 513-695-1747

Helping people
grow and succeed
through life-long,
experience-based
learning

Guaranteed Participant Number: 20 (You will be billed for the guaranteed # of participants on this contract.)
Date/ Time: Arrival: 7:30 AM - Thursday, September 14, 2023
Date/ Time: Departure: 5:30 PM - Thursday, September 14, 2023

Program Cost: \$7,825.00 for up to 20 participants (\$391.00 for each additional participant)

Fees Include: Continental Breakfast, Lunch, Beverages and Snacks, Indoor and Outdoor Meeting Spaces with access to A/V Equipment, Low ground experiences, Pre-Planning Calls/Meetings/Program Development/Program Setup, Verified Program Facilitation Team, All Necessary Materials and Supplies

Total Investment: \$7,825.00 **Deposit:** \$1,956.00 **Due Date:** Sep 14, 2023

(A 3% processing fee will be charged to any credit card payment over \$100.00.)

PLEASE READ CAREFULLY:

To Guarantee your Program Dates

- A non-refundable deposit of 25% of the expected contract total, along with this signed service agreement is required to confirm and hold the date(s) requested above. Program dates are confirmed after our office receives the signed agreement and deposit.

Cancellation Policy If a program needs to cancel the following cancellation policy will be upheld.

- Cancellation within 15 days of the program results in forfeiture of 100% of the contract amount.
- Cancellation within 16-29 days of the program will result in forfeiture of 75% of the total contract amount.
- Cancellation 30-60 days of the program will result in forfeiture of 50% of the total contract amount.
- Should the program need to reschedule, the deposit will be applied to a future date if the program is rescheduled within the same calendar year and notification to reschedule is given to JOEC, LLC. at least 60 days prior to the original date of the program.
- If Camp Joy cancels the program due to unforeseen circumstances a full refund will be given.

Payment Terms

- Client is expected to render payment in full within 30 days after receipt of final invoice. Client agrees to ensure that all necessary medical information and acknowledgement of risk for each participant is produced upon arrival.
- The final invoice will be adjusted to reflect the cost for any additional participants over and above the Guaranteed Number. The invoice will also reflect any extra charges incurred while at JOEC, LLC.

Please select the client's intent for payment:

- Check - please make check payments to: Joy Outdoor Education Center, LLC
- Credit Card
- ACH

Do you have a PO number you need added to this invoice?

23001707

Guaranteed Participant Number

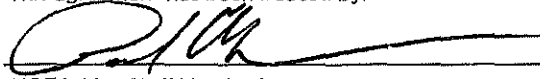
- Client may adjust the guaranteed number of participants 30 days prior to the program arrival date. Increases in the Guaranteed Number of participants will be based on cabin \ staff \ program availability, and could require a shift in dates.
- This final number is considered the guaranteed number of participants 30 days prior to the program arrival date.
- In the event that the actual number of participants is less than the Guaranteed Number, the client will be billed for the Guaranteed Number.**

In case of inclement weather JOEC, LLC will make all efforts to create alternatives to running high adventure, living history, or other weather-contingent programming. It is understood that the availability of space, time and other clients on campus could limit these programming alternatives.

An authorized agent of the client organization must sign and date this document. This signature indicates a full understanding and acceptance of all prices, services, materials and terms contained in this agreement. JOEC, LLC. will not guarantee program dates until signed agreement and deposit are received.

JUN 2 '23 ROVD

This agreement has been issued by:



(JOEC, LLC Staff Member) May 25, 2023

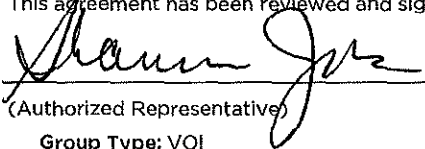
(Date)

JOEC, LLC
P.O. Box 157
Clarksville, Ohio
45113

(937) 289-2031
(937) 289-3179
(Fax)

www.camp-joy.org

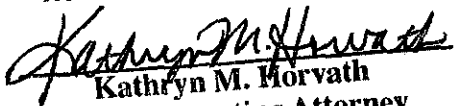
This agreement has been reviewed and signed by:



(Authorized Representative)

Group Type: VOI

APPROVED AS TO FORM



Kathryn M. Horvath
Asst. Prosecuting Attorney

**JOY OUTDOOR EDUCATION CENTER, LLC dba CAMP JOY
ON-SITE AGREEMENT**



- 1 RISK & RELEASE/MEDICAL FORMS: All guests and visitors will be required to sign the Camp Joy's Risk and Release form.
- 2 LIABILITY: Camp Joy holds a Certificate of Liability covering Camp Joy program delivery.
- 3 NO SMOKING: Smoking is not permitted inside any building. Smoking is only allowed in certain designated areas outside of buildings. See the Camp Joy Coordinator for designated area locations.
- 4 FIRST AID & MEDICAL CONCERNS: The Client Group is responsible, unless prior arrangements are made, for dispensing routine medications, for the care of ill guests, and is advised to have an advisor/leader certified in first aid and CPR. Emergency medical response is available through the county 911 EMS system. The nearest hospital, Clinton Memorial, is located 11 miles away in the town of Wilmington. Any expenses involved in responding to a medical emergency will be the sole responsibility of the injured party.
- 5 VEHICLES: Each Client Group must have one vehicle available for emergency transportation for the duration of the stay at Camp Joy unless prior arrangements have been made with Camp Joy. All vehicles are to be parked in designated areas only. If possible, please carpool in order to reduce fuel consumption and the number of vehicles on site.
- 6 PROHIBITED BEHAVIOR / SUBSTANCES: Common sense and considerate behavior are expected of all of our guests. No alcoholic beverages will be allowed on the property unless prior approval has been granted by Camp Joy. In order to provide a safe learning environment for all youth and adult guests, no drugs/controlled substances, firearms, explosives (fireworks) or other improper materials or behaviors (theft, harassment, etc.) are permitted at any time at Camp Joy. To ensure the safety of all guests, visitors, and staff, Camp Joy or its representative reserves the right to inspect not only cabins, common areas and offices, but also the personal effects, packages, luggage, pocket contents or other methods of concealment of any person entering or leaving Camp Joy. Any employee, guest or visitor who wishes to avoid inspection of any articles or materials should not bring such items onto the Camp Joy's premises. This policy extends to vehicles on company property. Refusal to cooperate in such an inspection shall result in removal from the premises and/or notification of proper authorities.
- 7 SUPERVISION: Camp Joy staff is primarily responsible for the supervision of minor guests in cabin and during any Camp Joy led activity. In the event that the Client Group is leading an activity (education session, specialized activity area, etc.) then the Client Group staff/volunteers are primarily responsible for the supervision of minor guests. Camp Joy also recommends all adult group leaders and chaperones conform to ACA standards for appropriate background checks. For more information, contact your Camp Joy Coordinator.
- 8 1:1 ADULT/MINOR INTERACTION: Camp Joy operates with the "rule of three". Adults must avoid being in secluded one to one situations with minors. This includes but is not limited to restrooms, healthcare settings etc. If a situation does require one on one interaction another adult must be able to hear and/or observe the interaction.
- 9 LIABILITY AREAS: Use of the following areas is prohibited unless approved/supervised by Camp Joy staff: all ponds, rivers, creeks, ropes courses, climbing structures, initiatives, walls, barns, lofts, and any other restricted areas.
- 10 OPEN FLAMES: All campfires must be cleared through the Camp Joy Coordinator and must remain in designated areas only. Campfires may never be left unattended. No open flames (candles, etc.) are permitted in buildings.
- 11 PROPERTY DAMAGE: Client Groups are responsible to leave all cabins and facilities in the same conditions found. A cleaning/damage fee may be assessed during a 72-hour period following the departure of the Client Group. If Camp Joy equipment or facilities are damaged due to neglect or abuse, the Client Group will be billed for these charges.
- 12 PETS: Guests and guests may not bring their pets to the Center. Use of service animals is permitted (contact Camp Joy for more information).
- 13 BEDDING: Unless prior arrangements have been made, guests must provide their own bedding, toiletries, towels, alarm clock, clothing, etc.
- 14 PERSONAL EQUIPMENT: Guests may not bring or use personal sporting equipment, such as archery or climbing gear, without prior permission of Camp Joy.
- 15 NON-ENDORSEMENT: This Agreement and the use of Camp Joy by the Client Group does not constitute an approval or endorsement of any policy, belief, or practice of the Client Group, it's members or affiliates, by Camp Joy.

The Authorized Client Group Leader has read and voluntarily signs this Agreement and the Client Group agrees to abide by these policies and requirements. The Authorized Client Group Leader agrees to share all information on this Agreement with all Client Group members.

Group Leader: _____

Date: _____

Group Name: _____

Date: _____

Camp Joy Staff Signature:  _____

Date: May 25, 2023



Resolution

Number 23-0752

Adopted Date June 13, 2023

ENTER INTO AN AGREEMENT WITH FIDLAR TECHNOLOGIES ON BEHALF OF THE
WARREN COUNTY RECORDER

BE IT RESOLVED, to enter into a media conversion agreement with Fidlar Technologies on
behalf of the Warren County Recorder; copy of said agreement attached hereto and made a part
hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Fidlar Technologies
Recorder (file)



Warren County, OH
Media Conversion Agreement

Greg Sullivan
Partner Relationship Manager
Office: (563) 345-1280
Mobile: (309) 737-9375
Email: gregs@fidlar.com

Warren County, OH

Statement of Work

Book Type	# of Books
Subdivision Index Books	71
DRIVE SPACE REQUIRED: 3150GB	



Warren County, OH Media Conversion Agreement

May 17th, 2023

Warren County Recorder
Ms. Linda Oda
406 Justice Drive
Lebanon, OH 45036

Dear Linda,

The following provides the details of your upcoming scanning agreement.

As your current Land Records software vendor, we provide a 100% guarantee that all image and index file formats generated from this project are fully compatible with your Fidlar image database.

Fidlar will manage all aspects of this project from start to finish. Services include coordinating the necessary resources for scanning your books, conversion, enhancement of the images, grouping and naming of the appropriate pages of each book into individual documents, and importing all specified book records into your Fidlar AVID/Laredo system.

As your business partner, we greatly appreciate the opportunity to continue to provide you with the valued services and products you have come to expect from Fidlar. We look forward to adding additional value to your office, your constituents, and your abstract and title searchers.

Sincerely,

Greg Sullivan
Partner Relationship Manager
Fidlar Technologies
Office: 563-345-1280
Mobile: 309-737-9375
Email: gregs@fidlar.com



Investment Summary: Fidlar Services Description

✓ ***Scan & Capture***

Professionally trained and qualified personnel, utilizing state-of-the-art scanning equipment and processes, will scan the books. During this phase, the following activities will occur: travel, configuration of scanning equipment and computer peripherals, inventory, inspection, handling and scanning, and content inspection. The end result is a set of digitized images that will be enhanced and imported into your system.

✓ ***Image Cropping, Border Removal & Image Enhancements***

Utilizing customizable and automated image enhancement software, excess borders will be removed and the images will be enhanced into a usable state. Images will go through single inspection at 98.5% accuracy.

✓ ***Grouping/Naming of Images***

The images will be grouped into unique documents and named with the appropriate document number. The accuracy of grouping/naming is 98.5%. AVID will offer the county the ability to manipulate images returned from their imaging project for cleanup purposes: moving, copying, splitting and deleting images. Images that cannot be corrected using AVID and require further manipulation, will be done so at the county's expense.

✓ ***Indexing Services (Optional, See Page 6)***

If you would like to include CONDOR indexing services to this contract, please fill out page six and select the necessary type of indexing within the CONDOR Addendum.

✓ ***Project Resources Management & Import***

Fidlar utilizes many resources in the management of the complete project from start to finish. This includes coordinating and scheduling all project resources, importation of all document images and document number index files into your Fidlar system, and configuring your Fidlar system for immediate access to newly imported documents via Laredo, Tapestry, and AVID. The imported documents will also be made available for back indexing in AVID if desired.



Warren County, OH Media Conversion Agreement

**Estimated Investment Summary: Professional Services
Rendered**

In exchange for products and services outlined in this Professional Services Agreement, Warren County agrees to pay Fidar Technologies the total amount due in the following payment schedule:

- ✓ **Scan, Capture, & Image Processing** **\$30,092.14**
 - **Includes Scanning, Image Cropping, Border Removal, Image Enhancements & Grouping/Naming of Images**
- ✓ **Project Resource Management & Import** **\$5,015.36**

TOTAL INVESTMENT **\$35,107.50**

***Totals are based on 24-hour on-site access for scanning (Estimated Days On-Site: 3).**

****Total Investment is based on estimated quantities. Final invoice will reflect actual quantities.**

Billing Milestones

1. 25% due upon signing of this Professional Services Agreement.
\$ 8,776.88
2. 50% due upon scanning completion.
\$ 17,553.75
3. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County Recorder if the total investment exceeds the estimate.
\$ 8,776.87 (**Estimated)

**** Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery.**

These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure.



Warren County, OH Media Conversion Agreement



This add-on service integrates seamlessly with the existing Fidlar Land Records System. The CONDOR 'HISTORICAL' Indexing Services solution works within project parameters to index party names, legal descriptions and other data elements. CONDOR will incorporate this information into your Land Records System.

Your 'HISTORICAL' Indexing Services solution includes the following services and investment (please select):

- _____ Full Document Indexing - \$1.50/Document
- _____ Partial Document Indexing (all index data excluding legal descriptions) - \$1.00/Document

HANDWRITTEN DOCUMENTS (if applicable):

- _____ Full Document Indexing - \$3.00/Document
- _____ Partial Document Indexing (all index data excluding legal descriptions) - \$2.50/Document

These amounts apply for work performed.

Notes

- County will inform CONDOR management team as to the approximate number of 'HISTORICAL' documents required to be indexed
 - Once Processed, these documents will go into an Audit queue for the county staff to verify the indexed information.
- Only actual indexed quantities will be invoiced.
- Invoices will be sent monthly based on the previous month's completed work.

In exchange for products and services outlined in this addendum, Warren County Recorder agrees to pay Fidlar Technologies the total amounts due based on the terms and conditions described above.



Schedule "A" – Media Conversion Project

This Agreement is made this __ day of _____, 2023, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and WARREN COUNTY, OH (the "CLIENT").

RECITALS

- A. FIDLAR provides various image archival services, all of which are hereinafter referred to as "ARCHIVAL SERVICES."
- B. CLIENT desires to purchase from FIDLAR image archival services for the purpose of indexing and imaging documents electronically.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

ARTICLE I - GENERAL TERMS

- 1.1 ARCHIVAL SERVICES: CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, image archival service(s) described in the Image Archival Services Statement of Work, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the services.
- 1.2 ACCEPTANCE BY CLIENT: CLIENT agrees to accept the image archival services at the conclusion of the project referenced in the Image Archival Services Statement of Work. If CLIENT notifies FIDLAR of a material problem with the services within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the services upon completion of installation and testing.



Warren County, OH Media Conversion Agreement

- 1.3 DELIVERY: FIDLAR will deliver the image archival services to CLIENT at CLIENT'S facility located at:

Warren County Recorder
Ms. Linda Oda
406 Justice Drive
Lebanon, OH 45036

ARTICLE II – SERVICES PERFORMED

- 2.1 FIDLAR shall perform the work in accordance with currently approved methods and standards of practice in the image archival professional specialty.
- 2.2 All images, film, documents, books and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the CLIENT whether executed by or for FIDLAR for CLIENT and all such documents and copies thereof shall be returned or transmitted to CLIENT forth with upon CLIENT termination or completion of the work under this Agreement.

ARTICLE III

- 3.1 CONFIDENTIAL INFORMATION: FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party.
- 3.2 EXCLUSIVE REMEDY: CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item. CLIENT will not be entitled to any incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence),



Warren County, OH Media Conversion Agreement

strict or product liability, breach of agreement or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

3.3 WAIVER: Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.

3.4 NOTICES: Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.

a. Notice to FIDLAR: Fidlar Technologies, Inc.
350 Research Parkway
Davenport, IA 52806
Attn: Ernest Rikken, President

b. Notice to CLIENT: Ms. Linda Oda
Warren County Recorder
406 Justice Drive
Lebanon, OH 45036

3.5 ENTIRE AGREEMENT: It is expressly agreed that this Agreement embodies the entire agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.

3.6 GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of the State of Ohio.

3.7 BINDING EFFECT: This Agreement shall inure to the benefit of and bind the parties hereto, their successors and assigns.

3.8 AUTHORITY: FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.



Warren County, OH Media Conversion Agreement

- 3.9 SECTION HEADINGS: All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.10 DEFERRED PAYMENT: To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.



Warren County, OH Media Conversion Agreement

This Agreement has been executed by the parties as of the aforementioned date.

ACCEPTANCE AND AUTHORIZATION:

Warren County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Warren County agrees to pay Fidlar Technologies, the total amount due within 30 days from the date of invoice. Fidlar Technologies also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

ACCEPTED:

Ms. Linda Oda
Warren County Recorder
406 Justice Drive
Lebanon, OH 45036

Print _____

Signature _____

Title _____

Date _____

ACCEPTED:

Fidlar Technologies
350 Research Parkway
Davenport, IA 52806

Print Alex Riggan

Signature Alex Riggan

Title President

Date 5-23-23

ACCEPTED:

Warren County Board of Commissioners

Signature [Signature]
Date 6.13.23

Resolution No. 23.0763

APPROVED AS TO FORM
[Signature]
Adam M. Nice
Asst. Prosecuting Attorney



AFFIDAVIT OF NON-COLLUSION

STATE OF Iowa
COUNTY OF Scott

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

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

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

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

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

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

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

Alex Rigger
AFFIANT

Subscribed and sworn to before me this 18 day of May 2023

Theresa M. Mulligan
(Notary Public),

Scott County.



My commission expires 5/14 2023

Resolution

Number 23-0753

Adopted Date June 13, 2023

APPROVE ADDENDA TO AGREEMENT WITH DIMENSIONAL PHASES GROUP HOME
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with Dimensional Phases Group Home relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Dimensional Phases Group Home
Children Services (file)

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

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

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

And Dimensional Phases Group Home hereinafter "Provider," whose address is:

Dimensional Phases Group Home
45 Oxford Ave
Dayton, OH 45402

Collectively the "Parties".

Contract ID: 19306865

Originally Dated: 04/01/2022 to 05/31/2023

Ohio Department of Job and Family Services

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

Addenda Number 2:

Addenda Reason: Other
Addenda Begin Date: 05/11/2023
Addenda End Date:
Increased Amount:
Article Name:
Addenda Reason Narrative:
Need to add another service description and rate to current contract.

SIGNATURE OF THE PARTIES

Provider: Dimensional Phases Group Home

Print Name & Title	Signature	Date
Ladonna Hurd- Administrator	Ladonna Hurd	5.16.23


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director	Shawna Jones	6-2-23

Additional Signatures

Print Name & Title	Signature	Date
Shannon Jones, President	Shannon Jones	6.13.23

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Dimensional Phases Group Home / 23732856

Run Date: 05/11/2023
 Contract Period: 04/01/2022 - 05/31/2023

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation Administration Per Diem	Transportation Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Dimensional Phases Group Home (20913)	7317664			\$450.00								\$450.00	04/01/2022	05/31/2023
Dimensional Phases Group Home (20913)	7317664			\$471.00	\$29.00							\$500.00	05/11/2023	05/31/2023
Game Changers Group Home (20934)	7633663			\$475.00								\$475.00	04/01/2023	05/31/2023

Resolution

Number 23-0754

Adopted Date June 13, 2023

APPROVE AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof.

1. Isaiah's Place, Inc.
2. Ohio Mentor, Inc.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



Table of Contents

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

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from 06/01/2023 through 05/31/2024, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.

- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

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

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

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

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

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

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$50,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by

the parties in writing.

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

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

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

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

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

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

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

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

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

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

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ATTACHMENTS/ADDENDA

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

Article XVI. NOTICE

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

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

if to Provider, to
 Isaiah's Place, Inc.
 61 S Stanfield Rd
 Troy, OH 45373

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

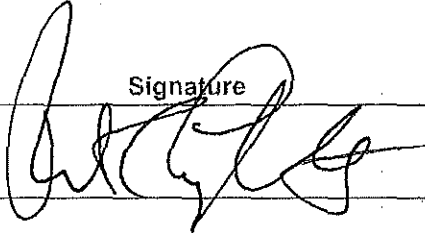
This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or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

Article XXXIII. APPLICABLE LAW AND VENUE

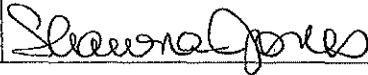
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:

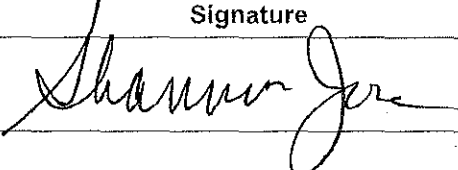
Provider: Isaiah's Place, Inc.

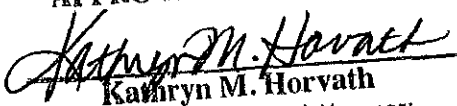
Print Name & Title	Signature	Date
Robert C. Lybarger #		5-22-23

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shanna Jones, Director		6-2-23

Additional Signatures

Print Name & Title	Signature	Date
Shannon Jones, President		6-13-23

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Isaiah's Place, Inc. / 24564

Run Date: 05/16/2023
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Family (30405) - FFH	4845663		\$54.44	\$63.00							\$117.44	06/01/2023	05/31/2024
Special Needs (30408) - SN	6297663		\$62.21	\$72.00							\$134.21	06/01/2023	05/31/2024
Therapeutic High (30310) - EN	95904		\$50.56	\$59.00							\$109.56	06/01/2023	05/31/2024
Therapeutic Low (30407) - FFH	6221663		\$54.30	\$63.00							\$117.30	06/01/2023	05/31/2024

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMENDMENT #5:

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

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

AMENDMENT #6:

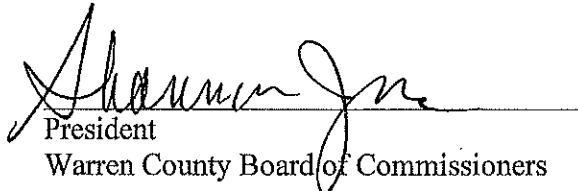
Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

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

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

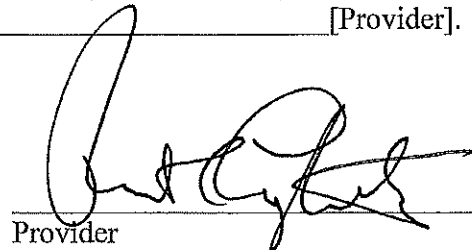
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-0754, dated 6-13-23, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

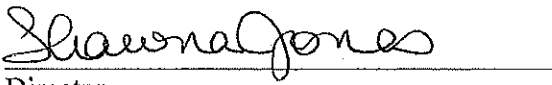
Date 6-13-23



Provider

Date 5-22-23

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF miami

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

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

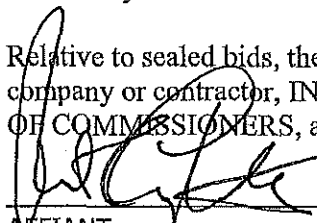
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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

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

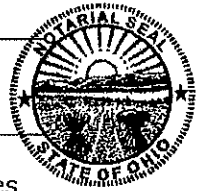
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

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


AFFIANT

Subscribed and sworn to before me this 22nd day of May 20 23

(Notary Public)



MICHELLE STOLTZ
Notary Public, State of Ohio
My Commission Expires:
August 15, 2027

My commission expires _____ 20 _____

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

**Mike DeWine
Governor**

**This is to Certify that
Isaiah's Place
61 Stanfield Drive
Troy, Ohio 45373-0220
Recertification - S-0000003093**

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

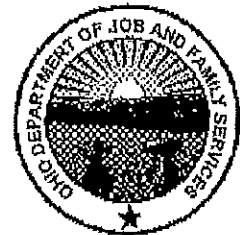
Functions:

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

To participate in the placement of children in Foster Homes

To act as a representative of ODJFS In recommending Family Foster Homes for certification

This certificate is effective from July 2, 2021 to July 1, 2023



Ohio Department of Job and Family Services

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

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

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

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

and

Ohio Mentor, Inc, hereinafter "Provider", whose address is:

Ohio Mentor, Inc
6200 Rockside Woods Blvd N 305
Independence, OH 44131

Collectively the "Parties".

Table of Contents

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

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **06/01/2023** through **05/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.

- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

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

- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

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

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

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

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

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is \$113,500.00.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by

the parties in writing.

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

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

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

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

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

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

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

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

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

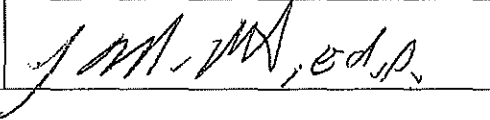
This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or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

Article XXXIII. APPLICABLE LAW AND VENUE

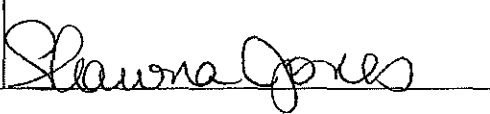
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:

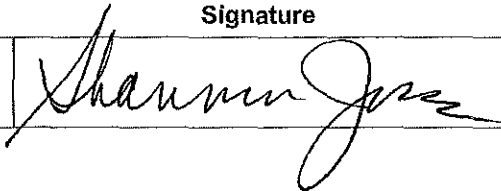
Provider: Ohio Mentor, Inc

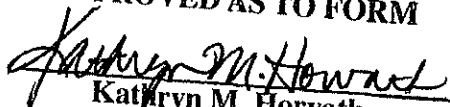
Print Name & Title	Signature	Date
A.M. Chip Bonsutto, Ed.D. - Executive Director		05/01/2023

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		6-2-23

Additional Signatures

Print Name & Title	Signature	Date
Shannon Jones, President		6.13.23

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Ohio Mentor, Inc / 6636400

Run Date: 05/17/2023
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Level 1 - Family Foster Care (30389)- FFH	51155			\$28.40	\$24.95	\$2.31	\$1.05				\$1.13	\$57.84	06/01/2023	05/31/2024
Level 2 - Treatment Foster Care (30390)- SN	51178			\$37.16	\$32.64	\$3.02	\$1.38				\$1.47	\$75.67	06/01/2023	05/31/2024
Level 3 - Treatment Foster Care (30391)- EN	51172			\$50.02	\$43.94	\$4.07	\$1.86				\$1.98	\$101.87	06/01/2023	05/31/2024
Level 4 - Treatment Foster Care (30413) Med Frag	51168			\$67.55	\$59.33	\$5.50	\$2.51				\$2.68	\$137.57	06/01/2023	05/31/2024

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMENDMENT #5:

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

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

AMENDMENT #6:

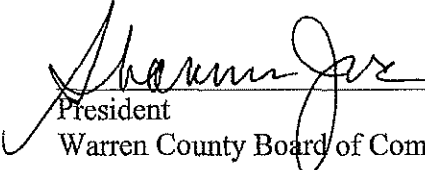
Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

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

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

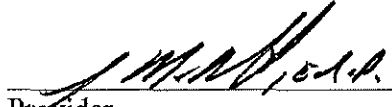
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-0754, dated 6-13-23, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

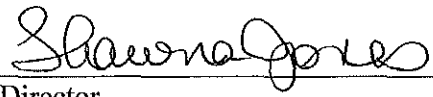
Date 6-13-23



Provider


Date 5/7/23

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Cuyahoga

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

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

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

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

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

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

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

J.M.M. [Signature]
AFFIANT

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

Jacquelyn R. Moczyn
(Notary Public),

Cuyahoga County.

My commission expires May 30 20 26



JACQUELYN R MOCNY
Notary Public
State of Ohio
My Comm. Expires
May 30, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2022

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

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

PRODUCER RSC Insurance Brokerage, Inc. 1 New Hampshire Avenue, Suite 125 Portsmouth, NH 03801	CONTACT NAME:	
	PHONE (A/C No, Ext):	(603) 778-8985
	FAX (A/C No):	(603) 778-8987
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: AIG Affiliate: As Noted in Addendum		23841
INSURER B: National Union Fire Ins Co of Pittsburg, PA (A-XV)		19445
INSURER C: AIG Specialty Insurance Company (A-XV)		26883
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
National Mentor Holdings, Inc.
Ohio Mentor, Inc.
6200 Rockside Woods Blvd N, Suite 305
Independence OH 44131

COVERAGES

CERTIFICATE NUMBER: 71188032

REVISION NUMBER:

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

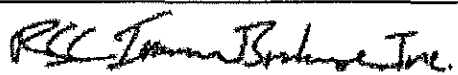
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liability <input checked="" type="checkbox"/> Abuse & Molestation Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: retro date 03/09/01			375-22-10	10/1/2022	10/1/2023	EACH OCCURRENCE	\$4,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$4,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
							Prof Liab/occ	\$4,000,000
B	AUTOMOBILE LIABILITY			4594458 AOS	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
B	<input checked="" type="checkbox"/> ANY AUTO			4594456 MA	10/1/2022	10/1/2023	BODILY INJURY (Per person)	\$
B	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			4594457 VA	10/1/2022	10/1/2023	BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	see attached for policy numbers	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$5,000,000
							E.L. DISEASE - EA EMPLOYEE	\$5,000,000
							E.L. DISEASE - POLICY LIMIT	\$5,000,000

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

Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are additional insured, where required by written contract

Sexual Abuse and Molestation are included in the GL/PL policy

CERTIFICATE HOLDER**CANCELLATION**

Wayne County Commissioners and Children Services Board 2534 Burbank Road Wooster OH 44691	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  RSC Insurance Brokerage
---	---

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY RSC Insurance Brokerage, Inc.		NAMED INSURED National Mentor Holdings, Inc. Ohio Mentor, Inc. 6200 Rockside Woods Blvd N, Suite 305 Independence OH 44131	
POLICY NUMBER see attached			
CARRIER AIG Affiliate: As Noted in Addendum	NAIC CODE 23841	EFFECTIVE DATE: 10/1/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Wayne County Commissioners and Children Services Board

ADDRESS: 2534 Burbank Road Wooster OH 44691

WC/EL Policy Numbers: State(s) - Insurer

046912891: CA [WC/EL] - AIG/AIU Ins Co

046912894: WI [WC/EL] - AIG/ AUI Ins Co

035901937 [WC/EL]: AL, AR, AZ, CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, TN, TX, UT, VA, WV, - AIG/AIU Ins Co

035901937 [Employers Liability Only]: ND/OH/WY/WA - AIG/AIU Inc Co



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2022

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

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

PRODUCER RSC Insurance Brokerage, Inc. 1 New Hampshire Avenue, Suite 125 Portsmouth, NH 03801	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(603) 778-8985	FAX (A/C, No): (603) 778-8987
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A: AIG Affiliate: As Noted in Addendum		23841	
INSURER B: National Union Fire Ins Co of Pittsburg, PA (A-XV)		19445	
INSURER C: AIG Specialty Insurance Company (A-XV)		26883	
INSURER D:			
INSURER E:			
INSURER F:			

INSURED
National Mentor Holdings, Inc.
Ohio Mentor, Inc.
6200 Rockside Woods Blvd N, Suite 305
Independence OH 44131

COVERAGES CERTIFICATE NUMBER: 71188031 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liability <input checked="" type="checkbox"/> Abuse & Molestation Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: retro date 03/09/01			375-22-10	10/1/2022	10/1/2023	EACH OCCURRENCE	\$4,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$4,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COM/OP AGG	\$4,000,000
							Prof Liab/occ	\$4,000,000
B	AUTOMOBILE LIABILITY			4594458 AOS	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
B	<input checked="" type="checkbox"/> ANY AUTO			4594456 MA	10/1/2022	10/1/2023	BODILY INJURY (Per person)	\$
B	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS	4594457 VA	10/1/2022	10/1/2023	BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$
	DED		RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	see attached for policy numbers	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT	\$5,000,000
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE	\$5,000,000
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - POLICY LIMIT	\$5,000,000

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

Foster Care and Behavioural Health Services provided by
Ohio Mentor
3085 W. Market Street, Suite 101
Fairlawn, OH 44333

CERTIFICATE HOLDER CANCELLATION

Warren County Ohio Children Services 416 S. East Street Lebanon OH 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE RSC Insurance Brokerage

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY RSC Insurance Brokerage, Inc.		NAMED INSURED National Mentor Holdings, Inc. Ohio Mentor, Inc. 6200 Rockside Woods Blvd N, Suite 305 Independence OH 44131	
POLICY NUMBER see attached		EFFECTIVE DATE: 10/1/2022	
CARRIER AIG Affiliate: As Noted in Addendum	NAIC CODE 23841		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)**

**HOLDER: Warren County Ohio Children Services
ADDRESS: 416 S. East Street Lebanon OH 45036**

WC/EL Policy Numbers: State(s) - Insurer

046912891: CA [WC/EL] - AIG/AIU Ins Co

046912894: WI [WC/EL] - AIG/ AUI Ins Co

035901937 [WC/EL]: AL, AR, AZ, CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, TN, TX, UT, VA, WV, - AIG/AIU Ins Co

035901937 [Employers Liability Only]: ND/OH/WY/WA - AIG/AIU Inc Co



Department of
Job and Family Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Director

October 28, 2022

Angelo (Chip) Bonsutto, Agency Admin
Ohio Mentor, Inc.
6200 Rockside Woods Boulevard North, Suite 305
Independence, Ohio 44131

RE: Continuation of Current Certificate of Approval for Ohio Mentor, Inc. (Study ID# 0000005165)

Dear Dr. Bonsutto:

The Ohio Department of Job and Family Services is in receipt of Ohio Mentor, Inc.'s application for recertification. However, we are unable to complete our review of the application prior to the expiration of Ohio Mentor, Inc.'s certificate on **October 28, 2022**.

Ohio Mentor, Inc.'s certificate will remain in effect until ODJFS staff are able to complete their recertification review, pursuant to the Ohio Revised Code Section 119.06 which states: "When periodic registration of licenses or renewal of licenses is required by law, a licensee who has filed an application for registration or renewal within the time and in the manner provided by statute or rule of the agency shall not be required to discontinue a licensed business or profession merely because of the failure of the agency to act on the licensee's application."

If you have any questions, please contact Kelly Weaver, Agency Licensing/Certification Specialist at (216) 787-5148 or e-mail at kelly.weaver@jfs.ohio.gov.

Sincerely,

Jeffery Van Deusen/gse

Jeffery Van Deusen, Deputy Director
Office of Families and Children
Ohio Department of Job and Family Services

cc: Stevie Romano, OFC
Monica Kress, OFC
Kelly Weaver, OFC
File

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



Department of
Job and Family Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Director

March 24, 2022

William Allen, Board President
Ohio Mentor, Inc.
6200 Rockside Woods Boulevard, North Suite 305
Independence, Ohio 44131-2343

**RE: Issuance of a Full Certificate to Perform Specific Functions to: Ohio Mentor, Inc.,
6200 Rockside Woods Boulevard, North Suite 305, Independence, Ohio 44131-2343
(Recertification Study ID# 0000001134)**

Dear Mr. Allen:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a full certificate to the above named agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from **October 29, 2020 through October 28, 2022**.

The following functions are hereby under full certification:

- To act as a representative of ODJFS in recommending Family Foster Homes for certification.
- To act as a representative of ODJFS in recommending Treatment Foster Homes for certification.
- To participate in the placement of children in Foster Homes.

The full certificate to perform the above listed functions extends to the agency's branch office(s) for administrative activities located at:

4942 Higbee Avenue, Suites C&D, Canton, Ohio 44718 Stark County

1129 Miamisburg-Centerville Road, Suite 200, Dayton, Ohio 45449 Montgomery County

3620 Stutz Drive, Suite D/Lower Level, Canfield, Ohio 44406 Mahoning County

1530 W. River Road North, Suite 300, Elyria, Ohio 44035 Lorain County

567 E. Turkeyfoot Lake Road, Suite A-1, Akron, Ohio 44319 Summit County

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

This institution is an equal opportunity provider and employer.

4889 Sinclair Road Suite 107, Columbus, Ohio 43229 Franklin County

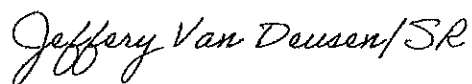
311 Niles Cortland Road, Warren, Ohio 44484 Trumbull County

34900 Chardon Road, Suite 203, Willoughby Hills, Ohio 44094 Lake County

1338 West 4th Street, Mansfield, Ohio 44906 Richland County

If you have any questions, please contact Kelly Weaver, Agency Licensing/Certification Specialist at (216) 787-5148 or email kelly.weaver@jfs.ohio.gov.

Sincerely,

A handwritten signature in cursive script that reads "Jeffery Van Deusen/SR".

Jeffery Van Deusen, Deputy Director
Office of Families and Children
Ohio Department of Job and Family Services

cc: Angelo (Chip) Bonsutto, Agency Admin
Stevie Romano, OFC
Monica Kress, OFC
Kelly Weaver, OFC
File

State of Ohio
Department of Job and Family Services

Mike DeWine
Governor

This is to Certify that

Ohio Mentor, Inc.
6200 Rockside Woods Boulevard North, Suite 305
Independence, Ohio 44131-2343
Recertification - S-0000001134

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

Functions:

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

To participate in the placement of children in Foster Homes

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

This certificate is effective from October 29, 2020 to October 28, 2022



Resolution

Number 23-0755

Adopted Date June 13, 2023

APPROVE AND ENTER INTO A SUBGRANT AGREEMENT WITH FAMILY PROMISE OF WARREN COUNTY ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a subgrant agreement with Family Promise of Warren County on behalf of the Warren County Department of Human Services, for a total agreement amount of \$166,000 beginning July 1, 2023 and terminating on June 30, 2024; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Family Promise of Warren County
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC SUBGRANT AGREEMENT WITH
FAMILY PROMISE OF WARREN COUNTY**

RECITALS:

This Subgrant Agreement is entered into between Warren County Job and Family Services, Division of Human Services (hereinafter referred to as "Grantor") and the Family Promise of Warren County (FPWC) (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of CFDA #93.558, Temporary Assistance for Needy Families (TANF), SFY 2024, and Warren County Job and Family Services.

DEFINITIONS:

A. Definitions

- A. "Grantor" means the Warren County Job and Family Services.
- B. "Subgrantee" means the Family Promise of Warren County.
- C. "Financial Assistance" means all cash, reimbursements, other payments or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, and federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, state, and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state, and local laws.
- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions,

requirements, and restrictions.

- C. Provide information on current and subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements, and restrictions of federal, state, and local laws, as well as the federal terms and conditions of the grant award.
- B. Provide financial documents that show the revenue and expenditures of the program and all supporting documents.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, If Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, Auditor of State, federal agencies, and other authorized governmental agencies for review, audit, and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from **July 1, 2023 through June 30, 2024** unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditors certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

Allocation	Contract Amount	Budget Reference	Award I.D/FAIN#	CFDA Number
TANF Administration	\$16,000.00	JFSCTF23/JFSCTF24	1601OHTANF	93.558
TANF Regular	\$150,000.00	JFSCTF23/JFSCTF24	1601OHTANF	93.558

Reimbursement of Sub-recipient’s cost shall be through a Fixed Unit Cost. **The unit cost shall be \$35.00 per client per day rate.** Unit of cost shall be per eligible individual per night that services are provided.

Eligibility is based on a household income at or below 200% of the Federal Poverty Level.

The Sub-recipient will bill the Department based on Fixed Unit Cost for Services Delivered.

Funds available under this agreement may not be used for food. Mileage cannot exceed the county’s established mileage reimbursement rate, currently \$0.50.

A. This grant is in the total amount of \$166,000.00

B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached as **Exhibit A** and shall no exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement or disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dates, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036, ATTN: Fiscal Officer.

Grantor will make payments on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked “Final”, must be submitted within **30 days** of the expiration of this Subgrant Agreement. The final invoice shall include certification to the effect that “Payment of this invoice constitutes complete satisfaction of all of Grantor’s obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice.”

C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Warren County Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding source external to the State of Ohio, such as federal funds, or the Warren County Board of County Commissioners fails at any time to continue funding Grantor for payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Warren County.

D. As subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including but not limited to:

1. **Standards for financial management systems:** SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records,
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
2. **Period of Availability of Funds:** Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals of this Subgrant Agreement for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
3. **Matching or Cost Sharing:** Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
4. **Program Income:** Program income must be used and accounted for as specified in 45 CFR 92.25.
5. **Real Property:** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
6. **Equipment:** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.
7. **Supplies:** Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state, and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 - a. Services provided to program participants;
 - b. Administrative cost of services provided to program participants;
 - c. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 - d. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for the period of three (3) years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subpart E, .500, that covers funds received under this agreement. Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E, .500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036 within two (2) weeks of Subgrantee's receipt of any such audit.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of the Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 - 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 - 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of the Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of the award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 - 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 - 4. Withhold further awards for the Subgrant activity; or
 - 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do the following:
 - 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or

- terminated Subgrant activities;
3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other task that Grantor requires.
- E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise and Administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor for Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of Grantor at 416 South East Street, Lebanon, OH 45036. Notices to Grantor from Subgrantee that concern this award will be sent to the Director of Grantor at same above address.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to 203 E. Warren Street, Lebanon, OH 45036.
- C. All notices in accordance with Section A of this Article IX. Will be in writing and will be deemed given when received. All notices may be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI below, only a document signed by both parties may amend this a Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative medication of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant agreement in and addendum hereto. Any addenda to this Subgrant agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor ma modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
 1. Any subgrants made by Subgrantee to unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any

subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, as applicable, as well as federal, state, and local law. Any award of a subgrant to another entity shall be made by means of subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the revised code.

2. Debarment and Suspension: As provided in 45 CFR 74.13 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
3. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, Subgrantee must take action to recover such funding.
5. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XIII. ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.

7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any

Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.

20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

- A. **Limitations of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operations of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provisions does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

ARTICLE XV. GOVERNING LAW

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

WARREN COUNTY JFS
DIVISION OF HUMAN SERVICES

Arlene Byrd
Arlene Byrd, Director

6/2/2023
Date

FAMILY PROMISE
OF WARREN COUNTY

Linda Rabolt
Linda Rabolt, Executive Director

5/30/23
Date

WARREN COUNTY PROSECUTOR
Approved as to Form Only

By: Adam M. Nice
Adam M. Nice

BOARD OF WARREN COUNTY
COMMISSIONERS

Shannon Jones
Shannon Jones, President

David G. Young
David G. Young, Vice President

Tom Grossman
Tom Grossman, Member

6/13/23
Date

Family Promise of Warren County

Project Narrative

PRC/TANF Funding Request

Since October 1, 1998, Family Promise of Warren County has provided meals, hospitality, and support to families in Warren County who are experiencing the crisis of homelessness. As we celebrate 25 years of operation, we are excited to share a little about the last 12 months and even more about what we see the future bringing.

Our goal is a County where every family has a home, a livelihood and a future full of promise. Our mission is to assist Warren County homeless families to achieve sustainable independence, through a community-based response. In doing so, we want to assure that we maintain the integrity and dignity of the family during this critical time in their lives and we do so by providing a program of accountability and responsibility.

Family Promise of Warren County has purchased the former Shaker Inn. While we continue to renovate the building the families that we serve in shelter remain at a local hotel. The congregations and organizations that we work with continue to supply meals, items for the children and notes of encouragement that the FPWC driver delivers daily. The FPWC case manager works closely with each family to assure that they are following their individualized case plan which addresses the need for employment, education, daycare, taking care of medical needs and other tasks that will assure their self sufficiency once they are housed.

The families that enter FPWC continue to adhere to our extremely strict drug testing policy. The families are required to start employment within the first two weeks of their stay with FPWC. If they are employed but not sustainable, they are required to find sustainable employment. The families are provided with classes in financial security, parenting, and basic life skills.

The families are referred for housing assistance through the Warren Metropolitan Housing Authority. They are expected to apply for the Housing Choice Voucher program and Public Housing when those lists are open. In some cases, the families are eligible for funding for housing through the Homeless Crisis Response Program or other programs that will assist with initial rental costs and deposits. The families are connected to Warren County Job and Family Services, the Youth Program, Warren County Ohio Means Jobs, Solutions the Woman's Center, and other agencies.

For the period October 1, 1998, to December 31, 2022, Family Promise of Warren County provided shelter for a total of 2345 individuals, in 822 family units. The total number of children served was 1354 with 857 being under the age of 6. Additionally, a total number of 138 unborn children were served and 26 children were born in shelter. In 2022, we served 2209 referrals for service which is 18% over our 2021 referrals. We continue to see the number of referrals for services grow. The total number served in all of our programs; Homeless Crisis Response Program, Furniture ministry, Coat ministry in 2022 was 224 families consisting of 660 children.

We are ever so grateful for the continued support of the Board of County Commissioners with this PRC/TANF grant which is significant to the success of Family Promise of Warren County as we continue working with families in Warren County who face the crisis of homelessness. We continue to be good stewards of these funds as we work with each family to be self-sufficient and to never be homeless again.

Resolution

Number 23-0756

Adopted Date June 13, 2023

APPROVE AND ENTER INTO A SUBGRANT AGREEMENT WITH SAFE ON MAIN, INC.
ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a subgrant agreement with SAFE on Main, Inc. on behalf of the Warren County Department of Human Services, for a total agreement amount of \$102,400 beginning July 1, 2023 and terminating on June 30, 2024; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—SAFE on Main, Inc.
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC SUBGRANT AGREEMENT WITH
SAFE ON MAIN, INC**

RECITALS:

This Subgrant Agreement is entered into between Warren County Job and Family Services, Division of Human Services (hereinafter referred to as "Grantor") and SAFE on Main, Inc. (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of CDFA #93.558, Temporary Assistance for Needy Families (TANF), SFY 2024, and Warren County Job and Family Services.

DEFINITIONS:

A. Definitions

- A. "Grantor" means the Warren County Job and Family Services.
- B. "Subgrantee" means the SAFE on Main, Inc.
- C. "Financial Assistance" means all cash, reimbursements, other payments or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, and federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.
- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.

- C. Provide information on current and subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Provide financial documents that show the revenue and expenditures of the program and all supporting documents.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, If Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, Auditor of State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from **July 1, 2023 through June 30, 2024** unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditors certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

Allocation	Contract Amount	Budget Reference	Award ID/FAIN#	CFDA Number
TANF Administration	\$10,240.00	JFSCTF23/JFSCTF24	1601OHTANF	93.558
TANF Regular	\$92,160.00	JFSCTF23/JFSCTF24	1601OHTANF	93.558

Reimbursement of Sub-recipient's cost shall be through a Fixed Unit Cost. **The unit cost shall be \$32.00 per client per day rate.** Unit of cost shall be per eligible individual per night that services are provided.

Eligibility is based on a household income at or below 200% of the Federal Poverty Level.

The Sub-recipient will bill the Department based on Fixed Unit Cost for Services Delivered.

Funds available under this agreement may not be used for food. Mileage cannot exceed the county's established mileage reimbursement rate, currently \$0.50.

A. This grant is in the total amount of \$102,400.00

B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached as **Exhibit B** and shall not exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement or disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dated, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036, ATTN: Fiscal Officer.

Grantor will make payments on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked "Final", must be submitted within **30 days** of the expiration of this Subgrant Agreement. The final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice."

C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Warren County Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding source external to the State of Ohio, such as federal funds, or the Warren County Board of County Commissioners fails at any time to continue funding Grantor for payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Warren County.

D. As subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including but not limited to:

1. **Standards for financial management systems:** SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records,
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
2. **Period of Availability of Funds:** Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals of this Subgrant Agreement for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
3. **Matching or Cost Sharing:** Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
4. **Program Income:** Program income must be used and accounted for as specified in 45 CFR 92.25.
5. **Real Property:** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
6. **Equipment:** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.
7. **Supplies:** Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 - a. Services provided to program participants;
 - b. Administrative cost of services provided to program participants;
 - c. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 - d. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for the period of three (3) years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E,.500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036 within two (2) weeks of Subgrantee's receipt of any such audit.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of the Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 - 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 - 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of the Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of the award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 - 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 - 4. Withhold further awards for the Subgrant activity; or
 - 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do the following:
 - 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or

- terminated Subgrant activities;
3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other task that Grantor requires.
- E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise and Administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor for Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of Grantor at 416 South East Street, Lebanon, OH 45036. Notices to Grantor from Subgrantee that concern this award will be sent to the Director of Grantor at same above address.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to 27 N. East Street, Lebanon, OH 45036.
- C. All notices in accordance with Section A of this Article IX. Will be in writing and will be deemed given when received. All notices may be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI below, only a document signed by both parties may amend this a Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative medication of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant agreement in and addendum hereto. Any addenda to this Subgrant agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor ma modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
 1. Any subgrants made by Subgrantee to unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any

subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, as applicable, as well as federal, state, and local law. Any award of a subgrant to another entity shall be made by means of subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the revised code.

2. Debarment and Suspension: As provided in 45 CFR 74.13 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
3. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, Subgrantee must take action to recover such funding.
5. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XIII. ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.

7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any

Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.

20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

- A. **Limitations of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operations of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provisions does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

ARTICLE XV. GOVERNING LAW

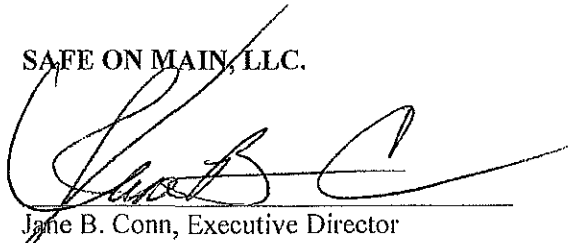
The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

**WARREN COUNTY JFS
DIVISION OF HUMAN SERVICES**


Arlene Byrd, Director


6/1/2023
Date

SAFE ON MAIN, LLC.

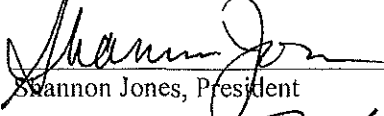

Jane B. Conn, Executive Director

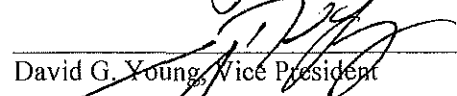
5-31-2023
Date

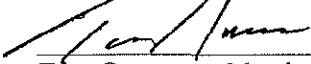
WARREN COUNTY PROSECUTOR
Approved as to Form Only

By: 
Adam M. Nive

**BOARD OF WARREN COUNTY
COMMISSIONERS**


Shannon Jones, President


David G. Young, Vice President


Tom Grossman, Member

6/13/23
Date

Resolution

Number 23-0757

Adopted Date June 13, 2023

APPROVE AND ENTER INTO A SUBGRANT AGREEMENT WITH WARREN COUNTY CAREER CENTER ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES


BE IT RESOLVED, to approve and enter into a subgrant agreement with Warren County Career Center's ASPIRE program, on behalf of the Warren County Department of Human Services, for a total agreement amount of \$72,000 beginning July 1, 2023 and terminating on June 30, 2024; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Career Center
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TITLE XX SUBGRANT AGREEMENT WITH
WARREN COUNTY CAREER CENTER OF BEHALF OF WARREN COUNTY
ASPIRE PROGRAM**

RECITALS:

This Subgrant Agreement is entered into between Warren County Job and Family Services, Division of Human Services (hereinafter referred to as "Grantor") and the Warren County ASPIRE Program (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of CDFA #93.667, Title XX Base and Title XX Transfer, SFY 2023 and 2024, and Warren County Job and Family Services.

DEFINITIONS:

A. Definitions

- A. "Grantor" means the Warren County Job and Family Services.
- B. "Subgrantee" means the Warren County ASPIRE Program.
- C. "Financial Assistance" means all cash, reimbursements, other payments or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, and federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.

- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Provide financial documents that show the revenue and expenditures of the program and all supporting documents.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, Auditor of State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from **July 1, 2023 through June 30, 2024** unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditors certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTCILE V. AMOUNT OF GRANT/PAYMENTS

Allocation	Contract Amount	Budget Reference	CFDA Number
Title XX Base	\$72,000.00	JFSCSS23/JFSCSS24	93.667

1. Total Cost of contract is factored based on 20 hours of Instruction * 50 weeks * 72.00 per hours. The contract includes a 2-week closure during Christmas and New Year's.
2. Reimbursement can include time for preparation of curriculum.
3. Services provided under this Sub-Grant Agreement are provided with no regard to income and are included in the WCDJFS Title XX Profile Amendment.
4. Each participant must complete the Title XX application for Employment and Education Services. A copy of each completed application shall be provided to the WCDJFS. (Exhibit D).

This Sub-Grant Agreement Provides Services and Benefits under 5101: 2-25

O) "Education and training services" means:288

(1) Services provided to improve knowledge of daily living skills and to enhance cultural opportunities.

(2) Services which may include instruction or training in, but are not limited to, such issues as consumer education, health education, community protection and safety education, literacy education, English as a second language, and general educational development (GED).

(3) Component services or activities which may include screening; assessment and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; transportation; and referral to community resources.

(P) "Employment services" means:

(1) Services or activities provided to assist individuals in securing employment or acquiring or learning skills that promote opportunities for employment.

(2) Component services or activities which may include employment screening, assessment, or testing; structured job skills and job seeking skills; specialized therapy (occupational, speech, physical); special training and tutoring, including literacy training and pre-vocational training; provision of books, supplies, and instructional material; counseling; transportation; and referral to community resources

A. This grant is in the total amount of \$72,000.00

B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached as **Exhibit A** and shall not exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement or disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dated, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036, ATTN: Fiscal Officer.

Grantor will make payments on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked "Final", must be submitted within **30 days** of the expiration of this Subgrant Agreement. The final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice."

- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Warren County Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding source external to the State of Ohio, such as federal funds, or the Warren County Board of County Commissioners fails at any time to continue funding Grantor for payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Warren County.
- D. As subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including but not limited to:
1. **Standards for financial management systems**: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records,
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. **Period of Availability of Funds**: Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals of this Subgrant Agreement for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
 3. **Matching or Cost Sharing**: Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
 4. **Program Income**: Program income must be used and accounted for as specified in 45 CFR 92.25.
 5. **Real Property**: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
 6. **Equipment**: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will

be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.

7. **Supplies:** Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 - a. Services provided to program participants;
 - b. Administrative cost of services provided to program participants;
 - c. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 - d. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for the period of three (3) years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E, 500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036 within two (2) weeks of Subgrantee's receipt of any such audit.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of the Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds,

a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.

- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of the Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of the award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 - 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 - 4. Withhold further awards for the Subgrant activity; or
 - 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do the following:
 - 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 - 3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 - 4. Perform any other task that Grantor requires.
- E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise and Administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor for Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of Grantor at 416 South East Street, Lebanon, OH 45036. Notices to Grantor from Subgrantee that concern this award will be sent to the Director of Grantor at same above address.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to 300 East Silver Street, Lebanon, OH 45036.
- C. All notices in accordance with Section A of this Article IX. Will be in writing and will be deemed given when received. All notices may be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI below, only a document signed by both parties may amend this a Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative medication of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant agreement in and addendum hereto. Any addenda to this Subgrant agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor ma modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
1. Any subgrants made by Subgrantee to unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, as applicable, as well as federal, state, and local law. Any award of a subgrant to another entity shall be made by means of subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the revised code.
 2. Debarment and Suspension: As provided in 45 CFR 74.13 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
 3. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 4. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, Subgrantee must take action to recover such funding.
 5. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XIII. ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil

Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.

15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.

27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

- A. **Limitations of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operations of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provisions does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

ARTICLE XV. GOVERNING LAW

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

WARREN COUNTY JFS

WARREN COUNTY CAREER CENTER

DIVISION OF HUMAN SERVICES

ASPIRE PROGRAM OF WARREN COUNTY

Arlene Byrd
Arlene Byrd, Director

[Signature]

5/24/2023
Date

5/18/23
Date

Assistant
WARREN COUNTY PROSECUTOR
Approved as to Form Only

BOARD OF WARREN COUNTY
COMMISSIONERS

By: Kathryn M. Howard

[Signature]
Shannon Jones, President

[Signature]
David G. Young, Vice President

[Signature]
Tom Grossman, Member

6/13/23
Date

Resolution

Number 23-0758

Adopted Date June 13, 2023

AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES FORM RELATIVE TO THE SOCIAL SERVICES BLOCK GRANT COUNTY PROFILE REPORT SUMMARY ESTIMATE

BE IT RESOLVED, to authorize the President of this Board to sign the Ohio Department of Job and Family Services form relative to the Social Services Block Grant County Profile Report Summary Estimate.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)

Education and Training Services – Title XX	754	0	0	0	0	0	0	\$0.00
Employment Services - Title XX TANF Transfer	879	0	0	0	0	0	0	\$0.00
Employment Services – Adult Protective Services	778	0	0	0	0	0	0	\$0.00
Employment Services – Title XX	726	124	0	0	0	0	124	\$72,000.00
Family Planning Services - Title XX TANF Transfer	882	0	0	0	0	0	0	\$0.00
Family Planning Services – Title XX	730	0	0	0	0	0	0	\$0.00
OHSTS Training – Title XX	747	0	0	0	0	0	0	\$0.00
FOSTER CARE SERVICES								
Foster Care Services – Adult- Adult Protective Services	772	0	0	0	0	0	0	\$0.00
Foster Care Services – Children – Title XX	703	0	0	0	0	0	0	\$0.00
HEALTH RELATED SERVICES								
Health Related Services – Title XX	729	0	0	0	0	0	0	\$0.00
Health Related and Home Health Services - Title XX TANF Transfer	883	0	0	0	0	0	0	\$0.00
Health Related and Home Health Services – Adult Protective Services	782	0	0	0	0	0	0	\$0.00
Home Health Aide Services – Title XX	732	0	0	0	0	0	0	\$0.00
HOME BASED SERVICES								
Home Based Services - Title XX TANF Transfer	877	0	0	0	0	0	0	\$0.00
Home Based Services – Adult Protective Services	774	0	0	0	0	0	0	\$0.00
Home Based Services – Title XX	721	0	0	2	0	2	2	\$3,000.00
Home Delivered Meals - Title XX TANF Transfer	876	0	0	0	0	0	0	\$0.00
Home Delivered Meals – Adult Protective Services	773	0	0	0	0	0	0	\$0.00
Home Delivered Meals – Title XX	720	0	0	0	0	0	0	\$0.00
Housing Services - Title XX TANF Transfer	885	0	0	0	0	0	0	\$0.00
Housing Services – Adult Protective Services	791	0	0	0	0	0	0	\$0.00
Housing Services – Title XX	755	0	0	0	0	0	0	\$0.00

Independent or Transitional Living Services - Title XX TANF Transfer	886	0	0	0	0	0	0	\$0.00
Independent or Transitional Living Services – Adult Protective Services	792	0	0	0	0	0	0	\$0.00
Independent or Transitional Living Services – Title XX	756	0	0	0	0	0	0	\$0.00
Information and Referral - Title XX TANF Transfer	860	0	0	0	0	0	0	\$0.00
Information and Referral – Title XX	701	0	313	0	0	313	313	\$51,000.00
Legal Services - Title XX TANF Transfer	884	0	0	0	0	0	0	\$0.00
Legal Services – Adult Protective Services	786	0	0	0	0	0	0	\$0.00
Legal Services – Title XX	734	0	0	6	0	6	6	\$10,000.00
Pregnancy and Parenting Services - Title XX TANF Transfer	871	0	0	0	0	0	0	\$0.00
Pregnancy and Parenting Services – Title XX	757	0	0	0	0	0	0	\$0.00
Prevention and Intervention Services - Title XX TANF Transfer	872	0	0	0	0	0	0	\$0.00
Prevention and Intervention Services – Adult Protective Services	794	0	0	0	0	0	0	\$0.00
Prevention and Intervention Services – Title XX	758	0	0	0	0	0	0	\$0.00

PROTECTIVE SERVICES - ADULTS

Protective Services for Adults – Adult Protective Services	776	0	0	0	0	0	0	\$0.00
Protective Services for Adults – Title XX	714	0	0	0	0	0	0	\$0.00

PROTECTIVE SERVICES - CHILDREN

Protective Services for Children - Title XX TANF Transfer	863	1316	0	0	0	0	1316	\$500,000.00
Protective Services for Children – Title XX	713	0	0	0	0	0	0	\$0.00

RECREATIONAL SERVICES

Recreational Services - Title XX TANF Transfer	861	0	0	0	0	0	0	\$0.00
Recreational Services – Adult Protective Services	764	0	0	0	0	0	0	\$0.00
Recreational Services – Title XX	708	0	0	0	0	0	0	\$0.00

RESIDENTIAL TREATMENT

Residential Treatment Services - Title XX TANF Transfer	875	0	0	0	0	0	0	\$0.00
Residential Treatment Services – Adult Protective Services	761	0	0	0	0	0	0	\$0.00
Residential Treatment Services – Title XX	702	0	0	0	0	0	0	\$0.00
Special Services for - Youth Involved or at Risk of Involvement in Criminal Activity – Title XX	759	0	0	0	0	0	0	\$0.00
Special Services for Drug - Alcohol Abusers - Title XX TANF Transfer	869	0	0	0	0	0	0	\$0.00
Special Services for Persons With Developmental or Physical Disabilities, Visual or Auditory Impairments - Title XX TANF Transfer	878	0	0	0	0	0	0	\$0.00
Special Services for Persons With Developmental or Physical Disabilities, Visual or Auditory Impairments – Adult Protective Services	775	0	0	0	0	0	0	\$0.00
Special Services for Persons With Developmental or Physical Disabilities, Visual or Auditory Impairments – Title XX	722	0	0	0	0	0	0	\$0.00
Special Services for Youth Involved or at Risk of Involvement in Criminal Activity - Title XX TANF Transfer	873	0	0	0	0	0	0	\$0.00
Substance Abuse Services – Adult Protective Services	788	0	0	0	0	0	0	\$0.00
Substance Abuse Services – Title XX	736	0	0	0	0	0	0	\$0.00
Transportation - Title XX TANF Transfer	868	0	0	0	0	0	0	\$0.00
Transportation – Adult Protective Services	787	0	0	0	0	0	0	\$0.00
Transportation – Title XX	735	0	0	2	0	2	2	\$4,000.00

ALL OTHER SERVICES

Other	Other	0	0	0	0	0	0	\$0.00
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Final Totals

Total Customer Served:		1440	313	484	0	797	2237	\$765,000.00
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Comments:

<p>Submitted By (Signature of DCJFS director)</p> <p><i>Arnell Byrd</i></p> <hr/>	<p>Date</p> <p><i>6/8/2023</i></p> <hr/>
<p>Approved By (Signature of County Commissioner)</p> <p><i>Shannon Jones</i></p> <hr/>	<p>Date</p> <hr/>
<p>Date of Public Hearing</p> <p><i>5/3/2023</i></p> <hr/>	<p>Time of Public Hearing</p> <p><i>2:00 pm</i></p> <hr/>

Byrd, Arlene G

From: Title XX County Profile Admin <ofc_ssbg_title_xx_county_profile_reports@jfs.ohio.gov>
Sent: Thursday, June 8, 2023 9:29 AM
To: Byrd, Arlene G
Subject: County Profile: 2024

Arlene Byrd of Warren County has submitted County Profile: 6/8/2023 (Submit Date).
e-Mail: Arlene.Byrd@jfs.ohio.gov
Phone Number: 5136951422

WCDJFS Title XX FY 2024 & 2025 Public Hearing Minutes

Opening:

A Title XX FY 24 & FY 25 meeting of the County Family Services Planning Committee was held on May 3, 2023 at Warren County Administration Building, Room 350. It began at 2:00 PM and presided over by Arlene Byrd.

Members in Attendance:

Arlene Byrd - Human Services
Matt Fetty - OMJ
Susanne Mason - Grants Administration
Martin Russell - Deputy County Administrator
Duane Stansbury - Health Department
Patti Ahting - Mental Health Recovery Board
Dawna Fogerty - Warren County Community Services
Tiffany Zindel - County Administrator
Michelle Swearingen - Warren County Board of DD
Amy Fornshell - Child Advocacy Center
Kristi Bowen

Guests:

Heather Picard - Warren County Board of DD
Tanya Sellers - Children Services
Kevin Stevens - ESC
Svitlana Lytvyniyuk - Human Services
James Ryan - Human Services

Members Absent:

Alaina Schulte-Bidlack
Bob Alexander
Kathie MacNeil
Laura Stanton
Shawna Jones

Welcome and Introductions

- Arlene Byrd welcomes everyone and leads introductions.

Overview of Title XX and Programs

- Arlene Byrd presents overview of Title XX and all the programs that are receiving funding from it in Warren County.

Discussion about Title XX Profile for FY 2024 & 2025

- Arlene Byrd opens floor for discussion about Title XX profile.

- Tiffany Zindel asks about total amount of funds that are available.
 - Arlene Byrd goes over funding.
- Kristi Bowen asks about the increase in funds from last year.
 - Arlene Byrd will find out more information about how funding increases were determined.
- Tiffany Zindel talks about APS funding and the increase in calls.
- Tiffany Zindel talks about mental health counseling program that Butler County is Piloting called Uplift.
 - Patti Ahting says that the MHRB has been in discussions with them.
- Amy Fornshell talks about CAC and a new program that has been implemented, because of Aaron's Law, to teach Child Safety to grades K-5.

Questions and Comments

- Arlene Byrd opens floor for questions about any of the information that has been presented.
- Kristi Bowen asks about current staffing needs.
 - Arlene states there has been an uptick in applications compared to months prior.
- Kristi Bowen asks about Mental Health counseling for people in nursing facilities.
 - Patti Ahting talks about Mental Health services that are available on MHRBWCC.org.
- Susanne Mason asks about Aspire in the Title XX profile.
 - Matt Fetty talks about Aspire and the programs that they offer at Ohio Means Jobs.
- Discussion about which Interpretation Services each organization.

Adjournment

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5/1/2023		Total Amount Due					\$59.80

2023 05 01 10:00:00

2023 05 01 10:00:00

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PROOF OF PUBLICATION

STATE OF OHIO

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Before the undersigned authority personally appeared Andrea Feltner, who on oath says that he/she is a Legal Advertising Representative of the Journal-News Pulse of Lebanon and Mason, a weekly newspaper of general circulation in Warren County, and State of Ohio, and he/she further says that the Legal Advertisement, a copy of which is hereunto attached, has been published in the said Journal-News Pulse of Lebanon and Mason, 23 Lines, 1 Time(s), last day of publication being 04/30/2023, and he/she further says that the bona fide weekly paid circulation of the said Journal-News Pulse of Lebanon and Mason was over 22,000 at the time the said advertisement was published, and that the price charged for same does not exceed the rates charged on annual contract for the like amount of space to other advertisers in the general display advertising columns.

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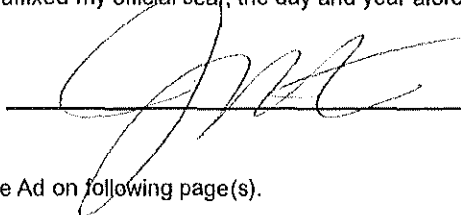
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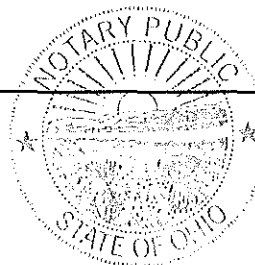
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 2nd day of May, 2023 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed



(Notary)



JUSTIN PETERSON, Notary Public
In and for the State of Ohio
My Commission Expires July 31, 2024

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Invoice/Order Number:	0000790715
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Balance Due:	\$59.80

LEGAL NOTICE

The Warren County Job and Family Services, Division of Human Services will conduct a public hearing regarding proposed usage of Title XX Social Service funds for Federal Fiscal Years 2023 and 2024. Request for funding of covered services will be received from providers on that date. The public is invited to attend.

The hearing will be conducted on Monday, May 3, 2023 at 2:00 p.m., at the Warren County Administration Building, Room 350, 406 Justice Drive, Lebanon, OH 45036.

By order of the Warren County Board of Commissioners.

Tina Osborne, Clerk
4-30/2023

0000790715-01

FAMILY PLANNING COMMITTEE TITLE XX REVIEW MEETING FY23-FY24

Meeting Date: 05/03/2023

Place/Room: Warren County Administration Building, Room 350, 406 Justice Drive, Lebanon, OH 45036

Name	Organization	Title	E-Mail
Kristi Zaven Matt Paul Serena Mc-			NCCabgal@aol.com
Duane Strawsbury	WC Health		
Dawn Fogarty	WCCS, Inc.		dawnaf@wccsinc.org
Matt Feth	OHIT		fethmb@chicworkforce.com
Patti Alting	MHRBWCC		pating@mhwbwcc.org
Heather Picard	WCBDD		heather.picard@warrencountyohio.org
Michele Swearingen	WCBDD		Michele.Swearingen@warrencountyohio.org
Judith Zindel	WCBOCC		T. Fany. Zindel@co.warren.oh.us
TANYA Sellers	WCCS		TANYA.Sellers@jfs.ohio.gov
Amy Fornshell	CAC Warren County		fornshella1@childrensdayton.org
Kevin Stewart	WCEEP		Kevin.Stewart@WarrenCountyEsc.org

Resolution

Number 23-0759

Adopted Date June 13, 2023

AUTHORIZE THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION TO INITIATE CONTRACT NEGOTIATIONS FOR NON-EMERGENCY TRANSPORTATION FOR WARREN COUNTY MEDICAID CONSUMERS

WHEREAS, pursuant to Resolution #23-0510, adopted April 25, 2023, this Board issued a request for proposals non-emergency transportation services for Warren County Medicaid consumers for the Warren County Department of Job and Family Services, Human Services Division; and

WHEREAS, on or before May 22, 2023, the Warren County Department of Job and Family Services, Human Services Division received two (2) sealed proposals; and

WHEREAS, based on rankings by Arlene Byrd, Director, Department of Job and Family Services, Human Services Division requests authorization to begin negotiations with the top ranked vendor, Valley Transport, LLC; and

NOW THEREFORE BE IT RESOLVED, to authorize the Human Services Department to begin negotiations with Valley Transport, LLC for non-emergency transportation services for Warren County Medicaid consumers for Warren County Department of Job and Family Services, Human Services Division.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
Bid file

Resolution

Number 23-0760

Adopted Date June 13, 2023

APPROVE AND ENTER INTO A TANF PRC CONTRACT WITH THE WARREN COUNTY EDUCATIONAL SERVICE CENTER, ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a Contract with Warren County Educational Service Center on behalf of Warren County Department of Human Services in the total amount of \$811,860.00 TANF/PRC funds for 7/1/23, ending 6/30/24; contract attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Educational Service Center
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC SUBGRANT AGREEMENT WITH
WARREN COUNTY EDUCATIONAL SERVICE CENTER
RESOURCE COORDINATOR PROGRAM**

RECITALS:

This Subgrant Agreement is entered into between Warren County Job and Family Services, Division of Human Services (hereinafter referred to as “Grantor”) and the Warren County Educational Service Center (hereinafter referred to as “Subgrantee”).

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of CFDA #93.558, Temporary Assistance for Needy Families (TANF), SFY 2024, and Warren County Job and Family Services.

DEFINITIONS:

A. Definitions

- A. “Grantor” means the Warren County Job and Family Services.
- B. “Subgrantee” means the Warren County Educational Service Center.
- C. “Financial Assistance” means all cash, reimbursements, other payments or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. “Federal, state and local laws” include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, and federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, state and local laws also include any Governor’s Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term “federal, state and local laws” includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.

- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Provide financial documents that show the revenue and expenditures of the program and all supporting documents.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, Auditor of State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from **July 1, 2023 through June 30, 2024** unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditors certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

Allocation	Contract Amount	Budget Reference	Award I.D./FAIN#	CFDA Number
TANF Administration	\$25,860	JFSCTF23/JFSCTF24	1601OHTANF	93.558
TANF Regular	\$786,000	JFSCTF23/JFSCTF24	1601OHTANF	93.558

Reimbursement of Sub-recipient's cost shall be based on reimbursement of actual expenditures for the program including direct and indirect expenditures.

Sub-recipient will also include with the invoice detailed supporting documentation including the children served, purpose, school district and required self-declaration application per child/family. WCDJFS requires supporting documentation for all program expenditures.

This agreement does allow for stretch pay.

Eligibility is based on a household income at or below 200% of the Federal Poverty Level.

Funds available under this agreement may not be used for food. Mileage cannot exceed the county's established mileage reimbursement rate, currently \$0.50.

A. This grant is in the total amount of \$811,860.00

B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached as **Exhibit A** and shall no exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement or disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dates, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036, ATTN: Fiscal Officer.

Grantor will make payments on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked "Final", must be submitted within **30 days** of the expiration of this Subgrant Agreement. The final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice."

C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Warren County Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding source external to the State of Ohio, such as federal funds, or the Warren County Board of County Commissioners fails at any time to continue funding Grantor for payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Warren County.

D. As subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations

relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including but not limited to:

1. **Standards for financial management systems:** SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records,
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
2. **Period of Availability of Funds:** Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals of this Subgrant Agreement for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
3. **Matching or Cost Sharing:** Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
4. **Program Income:** Program income must be used and accounted for as specified in 45 CFR 92.25.
5. **Real Property:** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
6. **Equipment:** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.
7. **Supplies:** Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 - a. Services provided to program participants;
 - b. Administrative cost of services provided to program participants;
 - c. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and

- d. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for the period of three (3) years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E,.500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036 within two (2) weeks of Subgrantee's receipt of any such audit.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of the Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 - 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 - 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of the Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of the award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 - 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 - 4. Withhold further awards for the Subgrant activity; or
 - 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.

- D. Subgrantee, upon receipt of a notice of suspension or termination, will do the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other task that Grantor requires.
- E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise Administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor for Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of Grantor at 416 South East Street, Lebanon, OH 45036. Notices to Grantor from Subgrantee that concern this award will be sent to the Director of Grantor at same above address.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to 1879 Deerfield Road, Lebanon, OH 45036.
- C. All notices in accordance with Section A of this Article IX. Will be in writing and will be deemed given when received. All notices may be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI below, only a document signed by both parties may amend this a Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant agreement in and addendum hereto. Any addenda to this Subgrant agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor may modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant

Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.

1. Any subgrants made by Subgrantee to unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, as applicable, as well as federal, state, and local law. Any award of a subgrant to another entity shall be made by means of subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the revised code.
2. **Debarment and Suspension:** As provided in 45 CFR 74.13 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
3. **Procurement:** While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring:** Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, Subgrantee must take action to recover such funding.
5. **Duties as Pass-through Entity:** Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XIII. ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds

have not been received by, or from the State.

6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R., Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

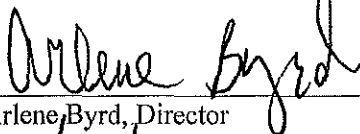
- A. **Limitations of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operations of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provisions does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of

action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

ARTICLE XV. GOVERNING LAW

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

**WARREN COUNTY JFS
DIVISION OF HUMAN SERVICES**

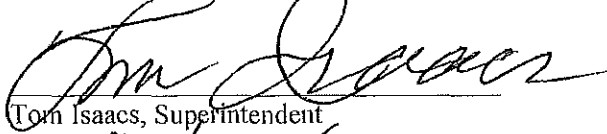


Arlene Byrd, Director

5/30/2023

Date

**ESC
OF WARREN COUNTY**




Tom Isaacs, Superintendent

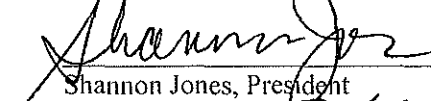
5/26/23

Date

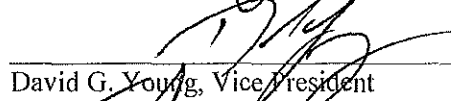
**WARREN COUNTY PROSECUTOR
Approved as to Form Only**

By: 

**BOARD OF WARREN COUNTY
COMMISSIONERS**



Shannon Jones, President



David G. Young, Vice President



Tom Grossmann, Member

6/13/23

Date

WARREN COUNTY PREVENTION RETENTION CONTINGENCY (PRC)

CONTRACT SERVICES PROPOSAL

1. Organization/Agency Information

Organization/Agency Name:	Warren County Educational Service Center
Address:	1879 Deerfield Road Lebanon, OH 45036
Contact Person:	Christy Even
Phone Number:	513.695.2900, ext. 2917
Fax Number:	513.695.2917
Email:	Christina.Even@warrencountyesc.com
Fiscal Agent:	Warren County Educational Service Center Scott Wilson, Treasurer
Phone Number:	513.695.2900, ext. 2009
Fax Number:	513.695.2961
Email:	Scott.Wilson@warrencountyesc.com

2. Services the Resource Coordinator program provides and needs/problems addressed:

The Resource Coordinator program provides supports and resources to needy families with academically and otherwise at-risk children. Resource Coordinators focus on low-income students and their families who have been identified within the school system. Resource Coordinators help identify, create, and maintain resources for families.

3. Strategies that will be used:

Resource Coordinator Program Objectives and Menu of Activities:

TO IMPROVE ATTENDANCE:

- If poor attendance is due to lice, provide treatment for family. If lice are chronic and in part due to neglect by parent, encourage school to file "failure to send" on the parent instead of "truancy" on the child. Refer to Children Services when necessary.
- If absences are excused but excessive and questionable, meet with family to help child improve attendance rate. Family may need referred to outside resources depending on the problem.
- Check on student's address at the request of the Principal.

INCREASING PARENTAL INVOLVEMENT;

- Attend Intervention Assistance Team meetings as requested by the school. If the Resource Coordinator has a role to play, follow up with parents after the meeting.
- Help parents find transportation to a school meeting if necessary.
- Help school obtain needed signatures from parents.
- Encourage parents to become involved in their child's education and school activities.

CASE MANAGEMENT

- Help assist parents with behavior problems of children and provide referral information.
- Check on parent with a serious medical problem and provide referral information if appropriate.
- Confer with appropriate school staff concerning referrals and give timely feedback.
- Maintain records of referrals and contacts.
- Coordinate with the Coordinated Care/Diversion Program and outside agencies such as Warren County Children Services, Warren County Board of Developmental Disabilities, Department of Health, etc. when needed.
- Make home visits.
- Assist school nurse with a child who has medical problems.

PREPAREDNESS TO LEARN:

- Help parents obtain prescribed medication and glasses for their children.
- Furnish school supplies to needy children.
- Furnish hygiene products to a child when needed.
- Help family in obtaining school clothing when necessary.
- Help families with pre-school children understand some simple literacy tasks they can do to help their child be ready for school.
- Help child/family obtain a needed piece of equipment such as a wheelchair or crutches so a child can be in school.

RESOURCE COORDINATION:

- Refer parents to food pantries, Salvation Army, Hannah's Treasure Chest, churches, etc. for food and clothing.

- Collect used clothing for families. Find assorted sweatpants, underwear, and socks for each elementary building to use in case of emergency.
- Advise parents how to apply for public assistance, medical cards such as Healthy Start, emergency assistance, day care assistance, food stamps, Ohio Works First, and other programs run by the Warren County Department of Human Services.
- Make referrals to appropriate agencies when needed.

OTHER:

- Attend staff meetings and other school functions as appropriate.
- Work with service organizations such as Rotary, Optimists, etc. They have become a source of assistance to schools and families who have special needs.

4. Timeline for these services:

The contract will be effective July 1, 2023-June 30, 2024.

5. Who will be served:

The Resource Coordinator program will provide services to an average of 198 TANF eligible children per month.

- Federal Poverty Level Percentage for this Program will be set at 250%.

6. Description of Outcome Measures:

A. Expected Outcomes

- Needy families will receive the economic supports needed to succeed (school supplies, coats, lice treatment, food, clothing, etc.)
- Needy families will receive appropriate referrals and assistance in accessing community resources.

B. How will outcomes be measured?

- Number of needy families receiving economic supports
- Number of needy families receiving referrals and assistance in accessing community resources.
- Number of parents and caregivers encouraged to be more involved in child's education.

In addition to tracking of the aforementioned outcomes, a Customer Satisfaction Survey will be given to all families upon completion of services.

7. TANF Goals- Please check the appropriate box which describes the TANF Goals this program will meet:

- TANF Purpose 1:** To provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.
- TANF Purpose 2:** To end the dependence of needy parents on government benefits by promoting job preparation, work and marriage.
- TANF Purpose 3:** To prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies.
- TANF Purpose 4:** To encourage the formation and maintenance of two-parent families.

8. Project Budget Narrative- Include all costs associated with this program that you are requesting to receive through PRC/TANF Funding:

Thirteen (13) Resource Coordinators

Project Budget Narrative- Include all costs associated with this program that you are requesting to receive through PRC/TANF Funding:

Items for the Budget include the following:

1. **Salary/Personnel Costs:** The total allocated salary is the equivalent of twelve (13) FTE Resource Coordinators and .5 FTE Administrative Assistant. Resource Coordinators will be in the following districts: Carlisle (1), Kings (1), Lebanon (1), Little Miami (1), Mason (2), Springboro (3), Warren County Career Center (1), WCESC John Lazares Alternative School (1) WCESC Learning Center (1), and WCESC Social Communications/Wellness Center (1).
2. **Fringe Benefits:** Benefits include medical, dental, life, worker's comp, Medicare, and Retirement (STRS).
3. **Administrative Costs:** Administrative Costs for the ESC are based on the rate approved in the ODE Indirect Cost Application.

9. Budget Summary

Category	Cost
Salary/Benefits	\$786,076.68 (13 FTE RC's + .5 Admin Assistant)

Administrative Cost 3.28% Restricted Rate (estimated rate)	\$25,783.32
Total Costs	\$811,860.00
Revenue	
Estimated TANF Expense	\$811,860.00
Total Revenue	\$811,860.00
Additional TANF requested	\$0.00 (No additional Funds Requested)

The unit cost will cover the expense of staff, travel, supplies, equipment, phones and administration.

Exhibit A

WARREN COUNTY SELF-DECLARATION APPLICATION FOR ESC TANF/PRC SERVICES

Name:	For Agency Use Only
Social Security Number:	Subgrantee:
Present Address:	Worker:
Telephone/Contact Number:	Date received:

1. List EVERYONE living in your household, including yourself.

(If you are a non-custodial parent, list your children residing in Ohio.)

Name	Relationship to Applicant	Age	Source of Income
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

2. Circle your family size below.

Family Size	Monthly Gross Income at 250% of the Federal Poverty Level
1	\$3,038
2	\$4,109
3	\$5,180
4	\$6,250
5	\$7,321
6	\$8,392
7	\$9,463
8	\$10,534

3. Check one:

- I declare that my family's gross monthly income is at or below the standard listed.
 I declare that my family's gross monthly income is above the standard listed.

Exhibit B

4. Please read this statement carefully and respond below:

I reside in Warren County and have a child younger than 19 years of age in Ohio. All members of my household are citizens or qualified aliens. I am not in debt to the Department of Job & Family Services for an OWF or PRC overpayment due to fraud. I am not an unmarried parent under 18 who is not attending school or not living in an adult-supervised living arrangement. No one in my household is a fleeing felon or probation/parole violator. No one in my household is failing to cooperate with the Child Support Enforcement Agency in establishing paternity or securing child support. No one in my household has been found to have fraudulently misrepresented their residence in order to obtain benefits in two or more states.

- YES, I agree with the above statement (it is correct/true for me).
 NO, I disagree with the above statement (it is not correct/true for me).

5. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

Signature of Applicant: _____ Date: _____

Voter Registration Notification: If you are not registered to vote where you live now, would like to register to vote at this time?

- Yes, I want to register to vote. No, I do not want to register to vote.

(If you do not check either box, you will be considered to have decided not to register to vote at this time. This does NOT affect your application for benefits in any way.)

FOR AGENCY USE ONLY			
<input type="checkbox"/> Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)	<input type="checkbox"/> Not Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)
Signature of Worker		Date	

DECISION ON YOUR APPLICATION FOR ESC TANF/PRC SERVICES

Date: _____

Dear: _____:

Approvals (check box)

- You have been approved for services through a subgrant agreement with the Warren County Dept. of Job & Family Services. You may be eligible for Food Assistance and other benefits. If you would like more information on Food Assistance, please contact the Warren County Dept. of Job & Family Services.

Denials/Terminations (check appropriate box)

- Your application for services through a subgrant agreement with the Warren County Dept. of Job & Family Services has been denied for the following reason(s):

OR

- You are no longer eligible to participate in services through a subgrant agreement with the Warren County Department of Job & Family Services for the following reason(s):

- _____ Your application has been pending for 30 days or more, and you have not begun participation in the program; or your re-application is over 30 days past due.
- _____ Your family's gross income exceeds 250% of the Federal Poverty Level.
- _____ There are no eligible children in your household.
- _____ You are not a resident of Warren County.
- _____ You are ineligible because you are a fleeing felon or probation/parole violator, or you are an ineligible alien, or you are an unmarried, non-graduate parent under 18 not living in an adult-supervised setting, or you have an outstanding OWF/PRC IPV overpayment balance, or you were found to have fraudulently misrepresented residency in order to obtain assistance in 2 or more states.
- _____ Other:

You may still qualify for services that are not funded by the Warren County Dept. of Job & Family Services.

If you disagree with this decision, you have the right to appeal. Please contact your worker within 90 days of this decision to appeal.

Please note: approvals are **ONLY** for services provided by the agency listed below. If you are interested in other services or benefits, contact the Warren Co. Dept. of Job & Family Services to make application.

Sincerely,

Worker

Agency

Warren County
Job and Family Services
Division of Human Services
Prevention, Retention, Contingency Plan (PRC)
03/07/2022

Warren County Job & Family Services
Division of Human Services
410 S. East Street
Lebanon, OH 45036
513-695-1420

Exhibit D

Contact Information:

Lauren Cavanaugh, Director
513-695-1402

Arlene Byrd, Deputy Director
513-695-1422

Table of Contents

SECTION I. INTRODUCTION.....	3
SECTION II. EMERGENT NEED AND EXPLORING COMMUNITY RESOURCES.....	4
SECTION III. ELIGIBILITY.....	4
A. Economic Needs	4
B. Resources/Assets.....	6
C. Assistance Groups.....	6
D. Application Process	8
E. PRC Program Modification/Termination.....	9
SECTION IV. CHILD WELFARE; SERVICES AND BENEFITS.....	10
A. Kinship Navigator Services/Outreach.....	10
B. Child Welfare Case Management	10
C. Kinship Caregiver	11
F. Child Welfare Services and Benefits	12
SECTION V. WCDJFS: SERVICES AND BENEFITS	13
Job Readiness.....	14
Ineligible Applicants.....	14
Contingency Services.....	15
Employment and Training Services/Benefits.....	15
Rent Assistance.....	16
Utility Assistance.....	17
Auto Loan Assistance and License Plate and Vehicle Registration Fees.....	18
Short-term Payment of Auto Loan or Lease	19
Automobile Repair.....	19
Transportation Assistance	20
Child Care Registration Fees	20
Kinship Caregiver Program	22
Ohio Youth to Work Program.....	23
SECTION VI. WCDJFS DISASTER ASSISTANCE.....	25
Disaster Assistance	25
Disaster Assistance for Adults and Disabled	26
COVID-19 Response	26
SECTION VII. SUBGRANTED OR CONTRACTUAL PRC	28
SECTION VIII. APPROVAL	31
Signatures.....	31
SECTION IX. EXHIBITS	32

Exhibit D

SECTION I INTRODUCTION

The federal TANF program is established under 42 U.S.C. 601 et seq. and 45 C.F.R. Parts 260-265. The PRC program is funded by the federal Title IV-A TANF block grant. Ohio Department of Job and Family Services (ODJFS) administers the program in accordance with Title IV-A of the Social Security Act, 42 USC 601, Ohio's Title IV-A State Plan and state law. The PRC program was created by the Ohio General Assembly and is governed by Section 5108 Revised Code, Ohio Administrative Code and federal law and regulations. One of the main sources of funding is the federal Title IV-A TANF block grant issued to states to tailor their welfare programs to meet individual states' needs. As a result, there are federal laws and regulations governing TANF that relate to the PRC program.

The Prevention, Retention and Contingency Program, better known as PRC, is designed to assist families in overcoming immediate barriers to achieving or maintaining self-sufficiency and personal responsibility. This is accomplished by providing necessary benefits and services that will enable individuals to obtain employment, keep employment, and improve their overall economic circumstances and stability.

The PRC program provides for nonrecurring, short-term, crisis-oriented benefits and ongoing services that are directly related to one of the four purposes of the Temporary Assistance for Needy Families (TANF) Program. To ensure fair and equitable treatment of the families applying for PRC, the program shall be continuously in operation according to the standards and procedures as set forth within this document. The services and benefits provided under the PRC program fall into three categories:

PREVENTION:

Designed to divert families from ongoing cash assistance by providing short term non-assistance.

RETENTION:

Provided to assist an employed member of the family maintaining employment.

CONTINGENCY:

Provided to meet an emergent need which, if not met, threatens the safety, health, or well-being of one or more family member.

A program or service provided through the PRC program must accomplish one of the four purposes of TANF which include:

TANF Purpose 1:

To provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.

TANF Purpose 2:

To end the dependence of needy parents on government benefits by promoting job preparation, work and marriage.

TANF Purpose 3:

To prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies.

TANF Purpose 4:

To encourage the formation and maintenance of two-parent families.

PRC funds may only provide benefits and services which are not considered “assistance” (45 C.F.R. 260.31). This definition includes non-recurrent, short-term benefits that are designated to deal with specific crisis or episode of need, are not intended to meet recurrent/ongoing needs, and will not extend beyond four (4) consecutive months. Non-recurrent benefits and services may encompass more than one payment per calendar year, if the payment provides short-term relief and addresses a crisis rather than meeting an ongoing or recurrent need and does not exceed the assistance group benefit/cap limit.

SECTION II EMERGENT NEED AND EXPLORING COMMUNITY RESOURCES

Every reasonable effort must be made to explore the availability of resources within the county prior to the authorization of PRC. County staff determining eligibility for PRC should be aware of community resources which may be utilized to help meet the need. Failure on behalf of the applicant to accept or utilize available community resources maybe grounds for denial of a PRC application. The PRC Program is designed to provide **temporary** assistance to families with a demonstrated emergent need. In all cases, the amount of the PRC benefit issued must meet, but may not exceed the emergent need of the AG and fall within the established caps of the program. If the amount of PRC available cannot prevent the onset or continuation of the emergent situation, there is no eligibility for payment. In addition, multiple requests (more than one) for PRC services will be evaluated on a case-by-case basis. Services may not be provided if an abusive pattern of usage is established

SECTION III ELIGIBILITY Exhibit D

A. Economic Need

Economic eligibility includes the combination of income eligibility and evaluation of family needs. Income eligibility for PRC Services is based upon the Federal Poverty Guidelines (FPG) and varies per service category. Specific FPG guidelines have been established per service category and are listed per service are in sections IV, V, VI and VII.

1. Income

In order for the PRC AG to be found eligible, the PRC AG’s income must be at or below 200% of the Federal Poverty Guidelines (FPG) in effect at the time of application, with the exception of Sub-grant and Contractual PRC Benefits and Services. PRC applicants must provide information regarding income for the last thirty (30) days prior to the date of application, including verification of this income if requested by the Warren County Department of Job and Family Services (WCDJFS). Income and family composition guidelines may vary according to the service/benefit and TANF priority. In order to determine income eligibility, WCDJFS will compare all gross income received within the last thirty (30) days to the FPG standard for the specific service category unless otherwise stated. In most cases, PRC assistance is only available to members who haven’t received PRC assistance above the monetary cap during the previous 12 consecutive months. Families receiving assistance under another program may receive PRC assistance. Some exceptions to this rule exist and can be found within each service category.

All gross earned and unearned income which has been received by any member of the PRC AG during the 30-day budget period is considered when determining financial need. The 30-day period begins 30 days prior to the date of the application and ends on the application date. The income received during this period is used in the computation of financial eligibility. This includes all income which is normally exempt or disregarded when determining eligibility for OWF and FA. Examples of gross earned, and unearned income include;

Gross earned income examples include:

- Earnings from work as an employee
- Earnings from self-employment, less the cost of doing business
- Training allowance
- Commission

Gross unearned income examples include:

- RSDI benefits
- Alimony and child support
- Veterans Administration Benefits
- Worker's Compensation
- Lump-Sum Payments
- Strike Benefits
- Unemployment Benefits
- Pension and retirement benefits
- Investment Income
- Rental Income

Exhibit D

Income of all Assistance Group members must be verified. Only **earned** income of an AG member under the age of 18 will be **excluded** (unless child is a parent).

Per OAC 5101:1-24-20, Prevention, retention and contingency program: excluded income and resources. The following income and resources are excluded when determining financial eligibility for PRC Benefits and Services;

- Child Support payment distributions made by Ohio Department of Job and Family Services (ODJFS) pursuant to division (C) of Section 1 of Am. S.B. 170 of the 124th General Assembly (10/25/2001).
- All income that is federally excluded in the determination of eligibility for federal needs-based programs. Federally excluded income includes the income sources identified below;
 - Drug discounts and transitional assistance received under the Medicare Prescription Drug Improvement, and Modernization Act, at Section 1860D-31(g)(6) of the Social Security Act (12/08/2003). The language in Section 1860D-319(g)(6) of the Social Security Act states that the availability of negotiated prices or transitional assistance under this section shall not be treated as benefits or otherwise taken into account in determining an individual's eligibility for, or the amount of benefits under any other federal program.

2025 RELEASE UNDER E.O. 14176

- Monetary allowances paid under Section 401 of the Veterans Benefits and Health Care Improvement Act of 2000, effective December 1, 2000. Payments authorized and made by the veteran's administration (VA) to provide certain benefits, including a monthly monetary allowance for children with covered birth defects are the natural children of women veterans serviced in the republic of Vietnam from February 28, 1961 through May 7, 1975.

With the above exception, the total gross income, both earned and unearned, of all the PRC AG members, shall be counted. There are no deductions or exclusions allowed from any type of countable income, except for the Kinship Caregiver Program Tier II which provides each applicant a \$500.00 deduction for the cost of Child Care for the child(ren) within their care. Written or verbal verification of income is required. For any verification which is obtained by phone, there must be clear documentation in the PRC AG record concerning the name and position of the information provider, the date the verification was obtained, the amount of the verified income, and the name of the individual who obtained the verification.

Once the total gross countable income of a PRC AG is determined and verified, the amount is compared to the 200% Federal Poverty Guidelines for the appropriate PRC AG size. If the total PRC AG income is equal to or less than 200% of the FPG amount for the applicable PRC AG size, the PRC AG meets the income requirement.

2. Resource/Assets

A general principle of the PRC Program is any resources which an Assistance Group (AG) member currently has available must be applied toward the emergent need. The resources to be considered for PRC are those which are both liquid and available to help the AG meet the emergent need. Liquid resources are those which are in cash or payable in case upon demand-the most common types being:

- Savings accounts, checking account, stocks, bonds, mutual funds and promissory notes. Available liquid resources are those in which any AG member has a legal interest and legal ability to use or dispose of.

Resources owned by one AG member are considered available to all other AG members. If ownership of a resource is shared by an AG member and a non-AG member, it is considered available if the AG member has access to the entire resources.

All available liquid resources which any AG member has in excess of \$500.00 must be applied toward the emergent need; the exception being contractual agreements or some special programs offered by WCDJFS. Any resources exceeding \$500.00 which was transferred without adequate consideration within the past 30 days prior to the PRC application shall be considered a resource which is available to be applied toward the emergency need.

B. Assistance Group (AG)/Household:

General PRC eligibility requires that a child reside in the household. 45 C.F.R. 260.30 Minor child means an individual who 1) has not attained 18 years of age; or has not attained 19 years of age and is a full-time student in a secondary school. Special consideration has been made to non-

custodial parents, shared parenting, families where children have been temporarily removed, kinship providers, and pregnant women in their third trimester of pregnancy.

An eligible assistance group may consist of a minor child residing with a parent, specified relative, legal guardian or legal custodian and other members of the household (who may or may not be related to the minor child) who may significantly enhance the family's ability to achieve economic self-sufficiency.

The method of defining the PRC Assistance Group (AG) varies by service category and is described per service area. AG determination for families where children are temporarily absent from the home or shared parenting situations are described below.

1. **Temporary Absence (5101:1-3-04)**- The absence of a member of the AG is temporary when all of the following conditions are met.
 - a. The location of the absent individual is known;
 - b. There is a definite plan for the return of the absent individual to the home; and
 - c. The absent individual shared the home with the assistance group prior to the onset of the absence. A newborn is considered to be sharing the home with the assistance group at the time of birth.

An AG member may be considered temporarily absent for up to 45 consecutive days. An AG member who is or is expected to be absent from the home without good cause for longer than 45 consecutive days does not meet the temporary absence requirement of PRC/OWF. Good cause reasons can be found in OAC 5101:1-3-04 (C)(1-8).

2. Cases where children are temporarily absent from the home (i.e., taken into legal protective custody by the Warren County JFS Division of Children Services) remaining household members may be eligible for PRC assistance if the following criteria apply:
 - The child has been out of the home less than a total of six (6) consecutive months,
 - The family has a Children Services reunification plan in place,
 - The family is actively working toward reunification, as verified by the Children Services caseworker. Authorization of PRC services must contribute to the reunification process.

3. Shared Parenting

In a situation where two parents claim custody or shared parenting of child(ren) and are claiming the child to be in the home for purposes of PRC eligibility, one of the following three criteria must be verified:

Does the requesting parent receive and/or pay support for the child(ren)? If one parent pays support, the parent in receipt of the support should be considered the custodial parent. If no support order is established, verify

- a. Does the requesting parent or the other custodial parent receive OWF case assistance? If one parent receives cash assistance and the child(ren) are part of the assistance group, the OWF recipient should be considered the custodial parent. If neither household receives cash assistance, verify (b).

- b. The parent requesting PRC services may present one of two documents to verify shared parenting. He/She may bring verification that the child is claimed as a dependent on the most recent Federal tax filing OR may bring in a signed letter from the other parent. Such letter should state that the parenting is shared, that the signer understands the other parent is applying for PRC services, and that any approval of services may affect the signer's future eligibility for PRC services.

C. Application Process

The PRC applicant or an authorized representative must complete the WCDJFS, Prevention, Retention, and Contingency Program (PRC) Application or other required applications to request PRC benefits or services. In accordance with Section 329.051 of the ORC each applicant will be provided with a voter registration form when requesting a PRC application. An applicant is responsible for completing all necessary documents, furnishing all available facts and information, and cooperating in the eligibility determination process.

Eligibility for PRC is dependent upon the PRC Assistance Group's (AG) demonstration and verification of the need for financial assistance and/or services, and whether the county determines that a provision of PRC will satisfy the need.

Samples of all PRC Applications appear in the Exhibits Section of the Plan.

The county is responsible for using objective criteria when determining eligibility and approving or denying the application within 5 days after completion of the application process in a fair and equitable manner, which includes verification of information. Eligibility will be carefully evaluated on a case-by-case basis. Immediate needs, whether or not the PRC Program can be of benefit, will be determined by the WCDJFS. WCDJFS has the authority to designate the application process be completed by other entities based upon a contractual agreement.

This program is designed to help people overcome immediate barriers to achieving or maintaining self-sufficiency and personal responsibility, thereby preventing the need for ongoing public assistance. However, the fact that an ongoing Medicaid, OWF, Food Assistance group is active is not necessarily a determining factor in the consideration of eligibility for the PRC Program. In addition, the WCDJFS must inform individuals about other programs (i.e., Medicaid and Food Assistance) that are available and of hearing rights that are applicable.

Once the PRC application is approved, WCDJFS will authorize and generate payment for assistance, goods, or services. Authorization may occur any time after the application is approved.

The applicant shall receive a notice of approval or denial within 5 days of the date of application. The applicant shall receive Notice of Approval of Your Application for Assistance (ODJFS 4074) or Notice of Denial Your Application for Assistance (ODJFS 7334) pursuant to the decision rendered. Applicants shall receive a copy of hearing rights at the time of the decision.

- Applicants have 14 days from the date of application to submit all required payments, in the form of a money order, toward the approved benefit. Failure to comply will result in denial of the approved application on the 15th day.
- Failure to cooperate during the eligibility process which results in a denial for PRC Services and/or Benefits, will result in the inability to re-apply for 30 days after the denial, unless the agency determines otherwise.

Under this Program, an eligible AG may receive customized assistance, goods, or services determined by the WCDJFS. Ongoing receipt of Medicaid, Food Assistance, Ohio Works is not a determining factor in considering an AG's eligibility for PRC services (outside of any income received through said programs). WCDJFS will inform applicants of other programs/services available through the Agency.

Receipt of PRC services in another county or PRC/TANF services provided in another state shall be considered when processing a PRC application. PRC/TANF benefits and amounts received in other counties and/or states shall be considered and included in the caps, except for benefits and services under the Child Welfare and Kinship Services Programs and Contractual Services.

WCDJFS will pursue collection of PRC assistances which has been obtained fraudulently or that has been determined to be an overpayment.

D. PRC Program Modification/Termination

Warren County reserves the right to modify or terminate the PRC program at any time. Modification may encompass any or all areas of the county PRC Plan. Any modifications of the PRC Plan will be submitted to the Warren County Board of County Commissioners for approval. Upon approval, WCDJFS will submit the modified plan to the Ohio Department of Job and Family Services. Warren County reserves the right to modify or terminate PRC services or eligibility requirements for any reason, including reduction of funds, changes in State or Federal Regulations, and the need to address appropriate emerging needs within the community.

SECTION IV

CHILD WELFARE and KINSHIP SERVICES AND BENEFITS

PRC payments are limited to the amount actually required to meet the presenting need, up to the amounts listed below for each type of assistance received within the timeframes described. Verifications of amounts owed must be original bills, invoices or receipts for reimbursement.

- A. **Kinship Navigator Outreach meet TANF Purposes 1-** Information and referral, website, public service announcements, brochures, billboards, phone banks, and other services,
- B. **Child Welfare Case Management**

TANF Child Welfare Services meet TANF Purpose 1.- Includes Child Welfare Family Reunification Activities, Child Welfare Custody Case Management Activities and Non-Custody Case Management Activities.

Eligibility: At or below 200% FPL

PRC Child Welfare Family Preservation Activities: Includes activities performed on behalf of a child and their family if all of the following apply: there is not an in-home case or a custody case established, the child and family's income meets the income eligibility criteria for the county's PRC plan and the county has included these service in its PRC plan. Activities include screening and assessment of needed services, providing program information and referral and linking to services such as family preservation services, domestic violence services, parenting training, substance abuse treatment, and counseling.

Child Welfare PRC Custody Case Management: A custody case has been established, a reunification plan is in place and the child is expected to be reunified with the family within six months of placement; the child and family's income meets the income eligibility criteria for the county's PRC plan; and the county has included these child protective services in their PRC Plan. Activities include those related to family preservation to reunite a child with the child's family. If there is a custody case, but any one of the following applies: no reunification plan, placement exceeds six months, if the family's income exceeds the PRC income eligibility limit, or the county agency has not included these services its PRC plan; then use code 769.

- C. **Child Welfare Program Kinship Caregiver Payments TANF Purpose 1.-** Kinship Caregiver Payments to assist relative and non-relative kinship caregivers who are determined to have significant unexpected needs because of caring for children in their homes. Payments cannot exceed beyond 4 consecutive months.

Service or Benefit Category	CAP	TANF Purpose	Description	Targeted Group
Per Kinship Placement Family	\$3,000 per 12-month period	TANF 1	May include Rent Assistance/Security Deposits, Utility Assistance, Court Filing Fees, Car Repairs, Furniture for Child(ren), Hygiene, Groceries, Child Care Registration Fees, Home Repairs, Gas Assistance, etc.	Relatives and Non-Relatives caring for minor children.
Per Kinship Placed Child	\$1,000 per 12-month period	TANF 1	May Include Clothing/Shoes, Hope's Closet, School Fees, Summer Camp, Work Related Needs, etc.	Minor children being cared for by relative or non-relative Kinship Placement.

Application and Eligibility Process:

- o At or below 200% FPG- Does not include Resource Limit as part of eligibility.
- o Involvement with Children Services including those residing outside of Warren County and completion of Self-Declaration Application located on page 35 of this plan.
- o Kinship Caregivers Payments will not count toward the maximum limit for the County PRC Assistance Program.
- o Warren County Children Services is responsible for having the Kinship Caregiver complete the Self-Declaration Application for PRC Kinship Caregiver Payments and for acquiring all the necessary forms needed and setting the family up in the Auditor's system as a vendor to receive reimbursement.

Exhibit D

D. Child Welfare Program Services & Benefits (TANF Purpose 1)- Provided to families at risk of child abuse and/or neglect, as determined by the Children Services Division for the purpose of providing assistance to families so that the child may be cared for in their own home. Payments cannot exceed beyond 4 consecutive months.

Service or Benefit	TANF Purpose	CAP	Description	Economic Need Standard	Targeted Group
Child Welfare Services & Benefits	TANF Purpose 1	\$1,500.00 per 12-month period.	May include; Rent Assistance/Security Deposits, Utility Assistance, Gas Assistance, Court Filing Fees, Car Repairs, Furniture for Child(ren), Hygiene, Groceries, Child Care Registration Fees, Summer Camp, Home Repairs, etc.	200% of the FPL	Minor children being cared for by relative or non-relative placement

Application & Eligibility Process:

- o At or below 200% FPG- Does not include Resource Limit as part of eligibility.
- o Eligibility is based on the Self-Declaration Application located on page 35 of this plan.
- o Involvement with Children Services, including those residing outside of Warren County.
- o Children may reside in the home or the child(ren) have been out of the home less than a total of six consecutive months.

- o If the children are out of the home, the family must have a Reunification Plan in place, and actively working toward reunification, as verified by Children Services Caseworker.
- o Authorization of PRC services must contribute to the reunification process.
- o Receipt of assistance will not count toward the maximum limit for the County PRC Assistance Program.
- o Warren County Children Services is responsible for having families complete the Self-Declaration Application for Child Welfare Services & Benefits and for acquiring all the necessary forms needed and setting the family up in the Auditor's system as a vendor to receive reimbursement.

Exhibit D

SECTION V WCDJFS SERVICES AND BENEFITS

Ineligible Applicants

The following applicants are ineligible for in-house PRC Assistance and/or Benefits in Warren County if any of the following apply:

- Individuals who are not citizens of the United States and do not meet the definition of qualified aliens;
- Families that have fraudulently received assistance including Food Assistance, Cash Assistance, Medicaid and Child Care, until repayment in full occurs, except overpayments that are determined by WCDJFS to result from an agency error these situations will not restrict eligibility for PRC;
- Individuals who have quit or refused a job without good cause or have significantly reduced their hours of employment without good cause within 60 days prior to the date of the PRC application.
- Individuals serving a sanction

Employment Definition- The assistance group meets the definition of employment if at least one adult member of the Assistance Group (AG) is working a minimum of twenty (20) hours per week or is working fewer than twenty (20) hours per week but receives compensation equal in value to working twenty (20) hours per week at minimum wage. If a member of the Assistance Group has either received a bona-fide offer of employment or is temporarily absent for no more than 90 days (e.g., on short-term medical leave) from the existing/established employment that provides a minimum of 20 hours per week, the AG meets the definition of employment but must provide the following documentation: established start of or return to employment provided by the employer, a verification of hours to be worked, and verification that the employment opportunity is expected to last a minimum of thirty (30) days (e.g, a one week temporary assignment would not qualify) and provide at least twenty (20) hours per week of paid employment (or compensation equal to working twenty (20) hours per week).

Payments- Any benefits paid directly to the Assistance Group in the form of a check must have supporting documentation to verify the payment was made toward the emergent need. Applicants will have 10 days from the date the check is mailed to submit supporting documentation to WCDJFS. Failure to do so may result in a potential overpayment case. If payment is to reimburse the applicant, this requirement is not applicable.

Job Readiness Class Requirement- The following Service and Benefit categories require applicants who do not meet the definition of Employment to attend 2-weeks of Job Readiness Class at Ohio Means Jobs of Warren County.

- Rent payment and security deposit
- Mortgage Assistance
- Contingency Benefits

The Job Readiness Class requirement is for adults or minor heads of household who have applied and been approved for Rental Assistance, Mortgage Assistance, and Contingency Benefits and do not meet the definition of Employed.

Below is the list of exemptions to the Job Readiness Class requirement;

- A minor child who is not the head of household,
- A recipient of supplemental security income (SSI) benefits,
- A recipient of social security disability insurance (SSDI) benefits; or
- A parent providing care for a disable family member,
- Lack of viable transportation (will look to offer virtual classes),
- A parent providing care for children under the age of six years old,
- A parent who is unable to attend due to underlying medical conditions during an active Health Emergency Order

About Job Readiness Classes

- Offered by the Warren County Career Center ASPIRE team (Adult Education),
- Available free of charge,
- Monday-Thursday classes.
- Topics include;
 - Orientation
 - Computer Lab including Intro to Google,
 - Resume Lab- Resume Building, Updating and Editing
 - TABE testing
 - Interview Lab- Interview skills, dress for success, mock interviews
 - Communication Lab- Positive attitude and perseverance in the workplace, self-esteem and stress management, goal setting and overcoming barriers, better communication with co-workers and supervisors, customer service skills, handling criticism/conflict resolution, dealing with frustration at the workplace, professionalism at the workplace.
 - Career Interest, Workplace Values, Matching Jobs to Personality and Soft Skills.

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Contingency Services: An emergent need that threatens the health, safety, or acceptable living arrangement to the extent that it prohibits children from being cared for in their own home or inhibits job preparation/retention, work or marriage.</p> <p>Installation or repair of telephone, Emergency Shelter or Temporary housing, Personal expenses (school clothing, winter coats, child restraint seats), Repair or purchase of furnace or water tank, Home repairs affecting basic structure (roof, plumbing walls), Repair or purchase of appliances (stoves, fans, refrigerators, washers/dryer or air conditioners,) Furniture (beds, mattress and box springs, kitchen table, chairs).</p>	TANF Purpose: 1 and 2	Any number of individual payments to meet a non-recurrent crisis or episode of need up to \$2,000.00 per assistance group per 12-month period. Not to exceed 4 months.	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p> <p>Non-custodial parent who lives in the state but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	<p>At or below 200% FPL</p> <p>**Job Readiness Class Required see above</p>	<p>Employed individuals</p> <p>Unemployed individuals</p> <p>Families with children at risk of abuse or neglect</p> <p>Victims of domestic violence</p>

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Employment and Training Services and Benefits: Purchase clothing or uniforms for work.</p> <p>Purchase safety equipment, i.e., shoes, glasses, work boots.</p> <p>Purchase special tools and/or equipment required for employment.</p>	TANF Purpose: 2	\$250.00 for non-recurrent short-term benefits to be provided once within a 12-month period.	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p> <p>Non-custodial parent who lives in the state but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	At or below 200% FPL	<p>Employed Individuals <i>Proof of employment or offer of employment is required</i></p> <p><i>See above Employment Definition</i></p>

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Rent Payment/ Security Deposit</p> <p>(No payment will be made for extra fees for pets unless the pet is also a service animal. No payment will be made for any additional extras fees charged by the landlord)</p> <p>Landlords/managers must sign a repayment agreement for security deposits.</p> <p>Notice to Leave the Premises from the Landlord, Notice of Court Ordered Eviction, Transitioning from Homelessness, uninhabitable residence, moving to a more affordable location, unforeseen circumstances have resulted in a need to relocate.</p>	<p>TANF Purpose: 1 and 2</p>	<p>Past due rent and/or deposit up to \$2,500.00 payment to the landlord.</p> <p>Limited to a maximum of 4 consecutive months</p> <p>Verification of the requirement for a security deposit must be provided by the landlord</p> <p>Non-recurrent short-term benefits to be provided once within a 2-month period.</p> <p>Amount to be paid by WCD/FS is limited to one month of late fees. Additional monthly late fees are the responsibility of the AG.</p>	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p> <p>Non-custodial parent who lives in the state but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p> <p>Pregnant individuals with no other children</p> <p><i>Household must be able to provide a plan to avoid continuation of this issue.</i></p>	<p>At or below 200% FPL</p> <p>**Job Readiness Class Required see above</p>	<p>Employed Individuals</p> <p>Unemployed individuals</p> <p>Families and Children</p> <p>Homeless Families</p>

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Utility Assistance for Initial Services and Shut offs: Gas, propane, kerosene, wood, electric, water, sewer</p> <p>Must be a current bill Must be a bill for the current residence Must have at least made 1 payment within the 3 months prior to filing a PRC application to be considered for assistance.</p>	<p>TANF Purpose: 1 and 2</p>	<p>Amount due, up to \$1,000.00 once within a 12-month period to assist with initial services or disconnects.</p> <p>Limited to a maximum of 4 consecutive months</p> <p><i>Referrals will be made to HEAP during when HEAP is active.</i></p>	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p> <p>Non-custodial parent who lives in the state but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p> <p>Pregnant individuals with no other children</p> <p><i>Household must be able to provide a plan to avoid continuation of this issue.</i></p>	<p>At or below 200%</p>	<p>Employed individuals</p> <p>Unemployed individuals</p> <p>Families and Children</p>

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Automobile Insurance</p> <p>To pay for insurance coverage required to operate a vehicle</p>	<p>TANF Purpose: 1 and 2</p>	<p>Amount not to exceed \$1,000.00 per rolling 12- month period</p> <p>Limited to a maximum of 4 consecutive months</p>	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p> <p>Non-custodial parent who lives in the state but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p> <p>Pregnant individuals with no other children</p>	<p>At or below 200%</p>	<p>Employed Individuals</p> <p><i>See above Employment Definition</i></p>
<p>License Plate and Vehicle Registration Fees</p> <p>To cover costs associated with vehicle registration</p> <p>Vehicle must be owned or leased by the applicant.</p> <p>Applicant must have a valid driver license and vehicle insurance</p>	<p>TANF Purpose: 1 and 2</p>	<p>Amount not to exceed \$500.00 per rolling 12- month period</p> <p>Limited to a maximum of 4 consecutive months</p> <p>Excludes fines</p>	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p> <p>Non-custodial parent who lives in the state but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p> <p>Pregnant individuals with no other children</p>	<p>At or below 200%</p>	<p>Employed Individuals</p> <p><i>See above Employment Definition</i></p>

<p>Short-term payment of auto loan or lease</p> <p>To keep auto from being repossessed</p> <p>The vehicle must be owned or leased by the applicant</p> <p>Applicant must have a valid driver license and vehicle insurance</p>	<p>TANF Purpose: 1 and 2</p>	<p>Amount not to exceed \$1,500.00 per rolling 12- month period</p> <p>Limited to a maximum of 4 consecutive months</p> <p>Excludes fines</p>	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p> <p>Non-custodial parent who lives in the state but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p> <p>Pregnant individuals with no other children</p>	<p>At or below 200%</p>	<p>Employed Individuals</p> <p><i>See above Employment Definition</i></p>
<p>Automobile Repair</p> <p>The applicant must be scheduled or have worked for a minimum of 30 hours per week at minimum wage (or the equivalent), participating at a verifiable work experience program, or enrolled and attending education/training for up to 4 consecutive months.</p> <p>Automobile repairs will only be provided in those situations where the automobile is needed to retain employment, meet the above work activity requirement, or assist with transportation for education/training. <i>Two bids are required from certified auto repair company.</i></p>	<p>TANF Purpose: 1 and 2</p>	<p>Up to \$2,000.00 one-time in a 12-month period.</p> <p>WCDJFS has the option to deny repairs based on age, condition, repair needed and value of the vehicle.</p>	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p> <p>Non-custodial parent who lives in the state but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	<p>At or below 200% FPL</p>	<p>Employed individuals</p> <p>Recently employed individuals</p> <p>Under employed individuals- not having enough paid work or not doing work that makes full use of their skills and abilities.</p> <p>Individuals in education or training for up to 4 consecutive months.</p> <p>Non-Custodial Parents who are employed.</p>

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
Transportation Transit Pass, Mileage reimbursement to and from work or school, Transportation Allowance, Gas Card.	TANF Purpose: 1 and 2	Limited to contracted amount. <u>Transit tickets are the preferred option.</u> Transit tickets capped at 60 days for newly employed individuals. OR Gas Cards- Limited to 4 Gas Cards issued either Weekly or Bi-Weekly dependent on proof of mileage by applicant in the amount of \$50.00 per card not to exceed a \$200.00 total disbursement. Uncapped for active OWF/TANF Work Activity participants	Parents with minor children and all other household members Specified relatives with minor children and all other household members Non-custodial parent who lives in the state but does not reside with his/her minor child(ren) and is cooperating with CSEA.	At or below 200% FPL	Employed individuals Unemployed Individuals in education or training for 4 consecutive months. OWF Work Activity Participants

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
Child Care Registration Fee This benefit is for full and part-time employment to assist with any required Child Care Registration Fees. OWF/TANF Work Activity Participants, no cap.	TANF Purpose: 1 and 2	Not to exceed \$200.00 per family. Non-recurrent short-term benefits to be provided as defined above once within a 12-month period.	Parents with minor children and all other household members Specified relatives with minor children and all other household members	At or below 200% FPL	Employed Individuals Victims of Domestic Violence Relatives caring for minor children Kinship Caregivers

Definition of Kinship Caregivers as found in Ohio Revised Code 5101.85

As used in sections 5101.851 and 5101.856 of the Revised Code, "kinship caregiver" means any of the following who is eighteen years or older and is caring for a child in place of the child's parents:

A) The following individuals related by blood or adoption to the child:

- (1) Grandparents, including grandparents with the prefix "great," "great-great," "great-great-great," or "great-great-great-great";
 - (2) Siblings;
 - (3) Aunts, uncles, nephews, and nieces, including such relatives with the prefix "great," "great-great," "great-great-great," or "great-great-great-great";
 - (4) First cousins and first cousins once removed.
- (B) Stepparents and stepsiblings of the child;
- (C) Spouses and former spouses of individuals named in divisions (A) and (B) of this section;
- (D) A legal guardian of the child;
- (E) A legal custodian of the child;

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Kinship Caregiver Program Tier 1- Stabilization Services (Child Care) This program provides relief in child-care functions so that kinship caregivers can provide and maintain a home for a child placed in the care of the kinship caregiver.</p> <p><u>Caregiving Services</u> Childcare expenses may be paid directly to a Licensed Child Care Provider or reimbursed to the Kinship Caregiver (Non-Licensed providers cannot be paid directly by agency). Reimbursement rate may not exceed the maximum established for the Publicly Funded Child Care Program. If Kinship Caregivers selects a non-licensed provider, the Kinship Caregiver assumes responsibility of care and will sign a waiver to participate in this program prior to receipt of any reimbursement.</p> <p><u>Stabilization Services</u> Stabilization services may also include the purchase of unexpected incidentals to care for the child including but not limited too; purchase of basic needs such as cribs, beds, clothing, hygiene items, bedding. These items shall be reimbursed to the Kinship Caregiver upon receipt of the proof of purchase.</p>	<p>TANF Purpose: 1</p>	<p>Cannot exceed 4 months of assistance in a rolling one-year period.</p> <p>Please note funds may be limited and are dependent upon Sate Allocation.</p>	<p>Each child living with a kinship caregiver shall make up a PRC assistance group of one.</p>	<p>Income of the assistance group (child) cannot exceed 200% of the FPL</p> <p>Excludes Social Security Benefits being received by the child(ren)</p>	<p>Kinship Caregivers as defined in 5101.85 that reside in Warren County.</p> <p>Kinship Caregivers who are working with Warren County Children Services and who reside outside of Warren County.</p> <p>Kinship Caregivers seeking respite care.</p>
<p>Kinship Caregiver Program Tier 2- Caregiving Services (Child Care) The purpose of this program is to provide relief in childcare functions so that kinship caregivers can provide and maintain a home for a child placed in the care of the kinship caregiver.</p>	<p>TANF Purpose: 1</p>	<p>Redetermined every 12 months for continued eligibility.</p> <p>Work support program</p>	<p>Assistance group shall include at least a minor child residing with a kinship caregiver and the kinship caregiver.</p> <p>The minor child for who caregiving services are</p>	<p>Income of the assistance group (Kinship Caregiver) cannot exceed 200% of the FPL</p> <p>Excludes Social Security Benefits</p>	<p>Kinship Caregivers as defined in 5101.85 that reside in Warren County.</p> <p>Employed Individuals</p>

<p>Childcare expenses may be paid directly to a Licensed Child Care Provider or reimbursed to the Kinship Caregiver (Non-Licensed providers cannot be paid directly by agency). Reimbursement rate may not exceed the maximum established for the Publicly Funded Child Care Program. If Kinship Caregivers selects a non-licensed provider, the Kinship Caregiver assumes responsibility of care and will sign a waiver to participate in this program prior to receipt of any reimbursement.</p>		<p><u>Applicants will receive a standard \$500.00 deduction for childcare expenses.</u></p>	<p>being provided shall be: Under age thirteen at the time of application and may remain eligible until they turn thirteen; or (b) be under age eighteen at the time of application if the child meets the definition of special needs pursuant to rule 5101:2-16-01 of the Administrative Code and may remain eligible until they turn eighteen.</p>	<p>being received by the child(ren)</p>	<p><i>See above Employment Definition</i></p> <p>A training or education activity that prepares the caretaker for paid employment.</p> <p>Participating in one or more work activities as a condition of eligibility for either Ohio Works First (OWF) or the supplemental nutrition assistance program (SNAP)</p>
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Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Ohio Youth to Work Program <i>Eligibility</i> - An Ohio Youth Works program funded through PRC shall only serve persons from a TANF-eligible family. The types of persons that may be served are: • Youth ages 14-15, as long as the youth is in a needy family and is in school.</p> <p>The youth served may be non-custodial parents as long as they are considered "needy" and have a minor child. "Needy" is not specifically defined by state or federal regulation but may be no greater than income at 200% of the federal poverty level.</p>	<p>TANF Purpose: 1 and 2</p>	<p>Hourly wage capped at \$10.00 per hour.</p> <p>Services not to exceed agency TANF grant amount.</p>	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p>	<p>At or below 200% FPL</p>	<p>Youth age 14-15, as long as the youth is a minor child in a needy family and is in school.</p> <p>Youth age 16-24 or 16-24 who have a minor child and are considered needy, will be served under the CCMEP Program.</p>

Family is defined in federal and state law and regulations as follows: a minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met); a pregnant individual with no other children; or a non-custodial parent who lives in the state, but does not reside with his/her minor child(ren).

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EXHIBIT D

**SECTION VII
WCDJFS DISASTER SERVICES AND BENEFITS**

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Disaster Assistance Benefits to assist with the damage or loss sustained as a result of natural disaster upon declaration by County Commissioners, identified by the Red Cross, or otherwise identified. All families are potentially eligible for this category of assistance regardless of OWF sanction status. PRC issued in this category will not apply toward the yearly cap per family. If the applicant has homeowner's insurance that can address the emergent need, it must be accessed prior to the issuance of PRC. The following list is not all inclusive.</p> <ul style="list-style-type: none"> ➤ <i>Shelter Assistance</i> <ul style="list-style-type: none"> • Rent/Rent Deposits • Mortgage Payments • Emergency shelter/temporary shelter (excluding hotel charges) • Payment of moving expenses ➤ <i>Utility Assistance</i> <ul style="list-style-type: none"> • Payments for initial hook up • Purchase bulk fuel destroyed or damaged by disaster • Installation or repair of telephone (when medically necessary with Doctor Statement) • Home repair or replacements affecting basic structure (provided to the homeowner only) • Appliances or fixture repair or replacements • Repair or purchase of furnace, air conditioning, or water heater (provided to the homeowner only) • Purchase or replace essential household contents ➤ <i>Personal items</i> <ul style="list-style-type: none"> • Essential clothing for members of the Assistance Group • Essential non-consumable products, excluding tobacco products and alcohol 	<p>TANF Purpose: 1</p>	<p>Determined by state or County, not to exceed \$1,500 per family. All disaster benefits are dependent on available PRC funding.</p>	<p>Parents with minor children and all other household members</p> <p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian</p> <p>Pregnant individuals with no other children</p> <p>Non-custodial parent who lives in the state but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	<p>Determined by State Declaration</p> <p>or</p> <p>At or below 200% FPL</p>	<p>Families sustaining disaster related damage or loss</p>

➤ Vehicle repair for damage caused by the disaster provided the automobile is necessary for employment or medical condition					
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Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Disaster Relief for Adults and Disabled Not eligible for TANF Plan</p> <p>Benefits to assist with damage or loss sustained because of natural disaster upon declaration of Governor</p>	TANF Purpose: 1	<p>Determined by State or County, not to exceed \$750 per family.</p> <p>Disaster Relief for Adults and Disabled are dependent on available PRC funding.</p>	<p>Age 55 or over with no minor children</p> <p>OR</p> <p>No minor children but in receipt of disability payments such as SSI, Social Security Disability, VA Disability, PERS or STERS Disability, Railroad Retirement Disability, Black Lung Benefits.</p>	<p>Determined by State Declaration</p> <p>or</p> <p>At or below 200% FPL</p>	<p>Adults over age 55 with no minor children</p> <p>Disabled Adults</p>
<p>COVID-19 Response</p> <p>To provide financial assistance to low-income families for specific needs caused by the COVID-19 crisis</p> <p>If possible, applicant should provide documentation of income. Self-attestation of income and/or loss is acceptable but requires documentation by caseworker.</p> <p>Checks will be issued directly to each household to assist with providing financial stability during this Pandemic.</p>	TANF Purpose 1 TANF Purpose 2	<p>Maximum of \$1,000.00 per AG/family for mortgage, utilities, car payments and insurance, burial assistance and one-time family assistance.</p> <p>Cannot exceed 4 months of assistance in a rolling one-year period</p> <p>The assistance group will not receive disaster assistance for a service provided by another agency program or insurance benefit.</p>	<p>Parents with minor children and all other household members</p> <p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian</p> <p>Pregnant individuals with no other children</p> <p>Non-custodial parent who lives in the state but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	<p>Determined by State Declaration</p> <p>or</p> <p>At or below 200% FPL</p>	Families impacted by the COVID-19 Pandemic.

<p>Funding may be limited and is dependent upon State Allocation amounts.</p> <p><u>Burial Assistance</u></p> <p><u>Mortgage Assistance</u></p> <p><u>Utilities</u></p> <p><u>Emergency Food Aid</u></p> <p><u>One-time \$250.00 Family Assistance payment</u> Authorized to help offset costs of emergency needs, to qualify applicant must provide verification that family is; subject to state, federal or local quarantine or isolation order related to COVID-19; advised by a healthcare provider in writing to self-quarantine due to concerns related to COVID-19; experiencing symptoms of COVID-19 and under care of a medical provider and seeking diagnostic; OR required to care for an individual who is subject to federal, state or local quarantine or isolation order related to COVID-19.</p>		<p>Applicants must provide proof of residence or lease, and proof utilities are for the primary residence of the applicant.</p> <p>Burial Assistance- applicants must provide Death Certificate</p> <p>Available as long as funds are available</p>			
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EXHIBIT D

**SECTION VIII
SERVICES AND BENEFITS
SUBGRANTEE OR CONTRACTUAL PRC**

A. Subgrantee and Contractual PRC

Subgrantee or Contractual PRC benefits and services are provided with local TANF/PRC allocations or State designated TANF pass-through programs and are administered by entering into agreements with other public, private non-profit, and private for-profit vendors. Eligibility for sub granted, or contractual PRC services may have different eligibility standards from the in-house PRC services if specified in the agreement or as noted in the List of Services & Benefits in this document. There is no dollar cap for sub granted or contractual services.

All PRC subgrants and contracts must still address the connection of the service being provided to one or more of the four (4) purposes of TANF.

Unless otherwise documented as categorically eligible, eligibility for sub grantee/contractual services are accomplished using the **Self-Declaration Application for TANF/Title XX Services**. Applicants for subgrantee/contractual services will be notified of approvals, denials, and terminations using the Decision of Your Application for TANF/Title XX Services.

The use of subgrantee/contractual PRC services will not prohibit an assistance group from being eligible for other PRC services (in-house or other subgrantee/contractual services) noted in the list of services within this plan.

Services/Benefits	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Family Promise of Warren County Services for homeless children and families. Primary focus is to address the needs of homeless families. The goal of IHNWC is to assist homeless families as they seek to build a better life through education, employment and self-sufficiency.</p>	TANF Purpose 1, 2, 4	Contracted Amount	Parents with minor children and all other household members Minor child who resides with a parent, specified relative, legal guardian or legal custodian Pregnant individuals with no other children	At or below 200% of FPL Self-Declaration Application	Families and Children Victims of Domestic Violence
<p>Abuse and Rape Crisis Shelter of Warren County (ARCS) ARCS will provide 24/7, trauma-informed, family focused advocacy and case management to survivors and children of domestic violence with the primary goal of ensuring safety, healing and empowerment, while increasing batterer's accountability for their abuse behavior.</p>	TANF Purpose 1, 2, 4	Contracted Amount	Parents with minor children and all other household members Minor child who resides with a parent, specified relative, legal guardian or legal custodian Pregnant individuals with no other children	At or below 200% of FPL Self-Declaration Application	Families and Children Victims of Domestic Violence
<p>Educational Service Center- Resource Coordinator Program for Schools The Resource Coordinator program provides supports and resources to needy families with academically and otherwise at-risk children. Resource Coordinators focus on low-income students and their families who have been identified within the school system. Resource Coordinators help identify, create, and maintain resources for families.</p>	TANF Purpose 1, 2, 4	Contracted Amount	Parents with minor children and all other household members Minor child who resides with a parent, specified relative, legal guardian or legal custodian	At or below 200% FPL Self-Declaration Application	Families with Children
<p>Workforce Development Training & Curriculum Employment Related Short-Term Training Services</p> <p>Provides Training needed to gain, maintain, or advance in the workforce. (ASPIRE)</p> <p>Provides Assessments and planning as recommended by Workforce Development Staff or Sub-Grant Recipients.</p>	TANF Purpose 1 & 2	No Cap for Services	Parents with minor children and all other household members Minor child who resides with a parent, specified relative, legal guardian or legal custodian	At or below 200% FPL Self-Declaration Application	Families with Children

			<p>Pregnant individuals with no other children</p> <p>Non-custodial parent who lives in the state but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>		
<p>Children Services Provided to families at risk of child abuse and or/neglect, as determined by the Children Services Division for the purpose of providing assistance to needy families so that child may be cared for in their own homes or in the homes of relatives while reducing the inappropriate use of out-of-home care.</p>	<p>TANF Purpose 1</p>	<p>Contracted</p>	<p>Kinship Relative and Non-Relative Families caring for children with open/active cases in the Children Services Division</p> <p>Parents or specified relatives with minor children</p> <p>Pregnant Women</p>	<p>At or below 200% FPL</p> <p>Self-Declaration Application</p>	<p>Kinship Caregivers caring for children with open/active cases in the Children Services Division</p> <p>Families with open active cases in Children's Protective Services System</p>

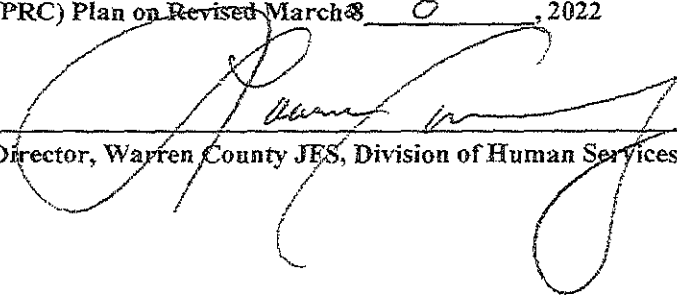
Exhibit D

**SECTION XI.
APPROVAL**

INTERPRETATION

In instances of ambiguity or lack of clarity in the provisions of this Plan, the determination of the WCDJFS as to the meaning and interpretation shall be final and binding. The WCDJFS will be the final authority for all decisions regarding eligibility for PRC benefits and services and for the allocation of PRC funds to support benefits and services to the public.

Warren County Job and Family Services, Division of Human Services agrees to implement this Prevention, Retention and Contingency (PRC) Plan on Revised March 8, 2022



Director, Warren County JES, Division of Human Services

Date 3/8/2022

Exhibit D

SECTION X.
EXHIBITS

Exhibit D

Application A- WCDJFS PRC Application

Exhibit D

WARREN COUNTY JOB & FAMILY SERVICES
DIVISION OF HUMAN SERVICES

4. Is anyone in your household currently ineligible for or disqualified from any programs of assistance?
 Yes No Explain: _____
5. Has anyone in your household quit a job, refused a job, or significantly reduced hours of employment in the last 60 days?
 Yes No Explain: _____
6. Do you pay Rent or a Mortgage? YES NO "yes" monthly amount \$ _____
7. List the Utilities you pay and the average monthly amount \$ _____
8. Are you and your family: In a Shelter Have a court ordered eviction Homeless
9. Is anyone in the household pregnant? Yes No If yes please list who _____

SECTION C

DOES ANYONE IN THE HOME HAVE RESOURCES SUCH AS:

Resource	Person with Resource	Amount of Resource
<input checked="" type="checkbox"/> Cash on Person		\$
<input checked="" type="checkbox"/> Checking Account		\$
<input checked="" type="checkbox"/> Savings Account		\$
<input checked="" type="checkbox"/> Stocks/Bonds		\$
<input checked="" type="checkbox"/> Other		\$

If Other, Please Specify: _____

SECTION D

BENEFIT OR PROGRAM YOU ARE REQUESTING ASSISTANCE FOR (MAY ONLY SELECT ONE PER APPLICATION) AN AESTORIK MEANS EMPLOYMENT AND/OR IN SCHOOL IS REQUIRED TO BE ELIGIBLE:

PROGRAM SERVICES AND BENEFITS

- | | |
|--|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Automobile Repairs Assistance* <input type="checkbox"/> Automobile Insurance Assistance* <input type="checkbox"/> License Plate and Vehicle Registration Assistance* <input type="checkbox"/> Short-term payment of auto loan or lease* <input type="checkbox"/> Child Care Registration Fee*-some exceptions <input type="checkbox"/> Contingency Services <input type="checkbox"/> Employment Training* <input type="checkbox"/> Rent Assistance or Security Deposit <input type="checkbox"/> Transportation Assistance <input type="checkbox"/> Utility Disconnect or Deposit | <ul style="list-style-type: none"> <input type="checkbox"/> Kinship Caregiver Child Care Program
Child Income Only Tier 1 <input type="checkbox"/> Kinship Caregiver Scholarship Program
Child Income Only Tier 1 *(Reimbursement Only) <input type="checkbox"/> Clothing <input type="checkbox"/> Crib/Bed Furniture <input type="checkbox"/> Hygiene Items and other basic needs <input type="checkbox"/> Bedding <input type="checkbox"/> Other _____ <input type="checkbox"/> Kinship Caregiver Child Care Program
*Household Income Tier 2 Must be Employed |
|--|--|

WARREN COUNTY JOB & FAMILY SERVICES
DIVISION OF HUMAN SERVICES

COVID RESPONSE

- One-time \$250.00 Family Assistance Payment
- Mortgage Assistance
- Burial Assistance
- Utility Assistance
- Short-term payment of rent lease or loans
- Automobile Insurance Assistance
- Emergency Food Aid
- Other Need, if not listed above please explain

Note: Regardless of your eligibility for PRC Benefits, you have the right to apply for all other programs of assistance offered by this agency, such as Medical Food Assistance, Cash Assistance, and Child Care Assistance. If you wish to apply, please inquire. If you wish to register to vote, please request a voter registration form.

Please use the back of this form as needed to provide the requested information.

Applicant Signature

Date

REV 09 2021

Please Note: Applicants have 14 days from the date of application to submit all required payments toward the approved benefit. Failure to comply will result in denial of the approved application on the 15th day. Failure to cooperate during the eligibility process which results in a denial for PRC Services and/or Benefits, will result in the inability to re-apply for 30 days after the denial. The Director determines otherwise.

Exhibit D

**KINSHIP CAREGIVER PROGRAM
ACKNOWLEDGEMENT OF RESPONSIBILITY**

I _____ understand that I have selected a Child Care Provider who is not currently licensed by ODJFS. I understand that I will be reimbursed for payments to said provider and that payments are prohibited from being made directly from the agency (WCDJFS) to the non-licensed child care provider.

By signing this document, I acknowledge that all payments I receive under this program will be used toward Child Care Expenses Only.

Print Name

Sign

Date

EXHIBIT D

Application B
WCDJFS- TANF Summer Youth Employment Program Application

PRC Request for TANF Summer Youth Employment Program 2016



Instructions: Please complete Sections I, II, III and IV.
Incomplete applications will not be considered for this program.

Section I: Complete the Demographic Information Below

Parent or Guardian Name	Youth Name	
Social Security Number	Youth Social Security Number	Youth Age
Present Address	Present Phone Number	

Section II: List All Household Members:

Name	Date of Birth	Relationship to Youth	Does this person receive OWF, Food Assistance, or Medicaid?
(YOUTHABLE)		SELF	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

(List any additional household members on the back of this form.)

Section III: Complete and answer all questions about income.

- Is your household actively receiving Food Assistance Benefits? Yes No
- Is your household actively receiving Medicaid? Yes No
- Is your household actively receiving Cash Assistance (OWF) Benefits? Yes No
- Does anyone in the household have an outstanding OWF overpayment? Yes No

Check the box to indicate your family income in the last 30 days and list each individual with income, type of income and monthly amounts. Attach proof of income for each income type. (Note: If your family receives Ohio Works First cash assistance or food assistance, you will not need to provide verification of income but you will still be required to complete the section below.)

<input type="checkbox"/> \$0 - \$1500	List the Individual with Income	List the Type of Income (Examples: Wages, Social Security, SSI, Child Support)	List the Monthly Amount of Income
<input type="checkbox"/> 1501 - 2670			
<input type="checkbox"/> 2671 - 3360			
<input type="checkbox"/> 3361 - 4050			
<input type="checkbox"/> 4051 - 4740			
<input type="checkbox"/> 4741 - 5430			
<input type="checkbox"/> 5431 - 6122			
<input type="checkbox"/> 6123 - 6815			

PRC Request for TANF Summer Youth Employment Program 2016

If you are not registered to vote where you live now, would you like to apply to register to vote here?
 YES, I want to register to vote. NO, I do not want to register to vote.
 If you do not check either box, you will be considered to have decided not to register to vote at this time.

Section IV: Read and Sign the Application

By my signature below, I agree that the above information is true and complete to the best of my knowledge. I also give consent for my information to be shared with Ohio Means Education, University and Warren County Educational Service Center for any purpose related to the TANF Summer Youth Employment Program.

Parent / Guardian Signature _____ Date _____

Youth Signature _____ Date _____

How did you hear about this program? _____

FOR WCJFS USE ONLY	FOR WCJFS USE ONLY	FOR WCJFS USE ONLY
<input type="checkbox"/> Eligible	<input type="checkbox"/> Approval Letter Given	<input type="checkbox"/> Not Eligible
<input type="checkbox"/> Eligibility determined by receipt of OWF, F.A. or Medicaid	<input type="checkbox"/> Verified through CRISE, OBWP, BIC or another reporting source.	<input type="checkbox"/> Denial Letter Sent Given
<input type="checkbox"/> age 16-17 minor child in needy family in school	<input type="checkbox"/> age 18-24 in needy family with minor child	
<input type="checkbox"/> 18-24 with child and considered needy		
Signature of WCJFS Worker _____	Date _____	

Additional Notes (if applicable):

Application C
WCDJFS- Winter Coat Program Application

Application C
WCDJFS- Winter Coat Program Application

**WARREN COUNTY HUMAN SERVICES PRC APPLICATION
WINTER COAT PROGRAM**

NAME: _____
 ADDRESS: _____
 CITY/ST./ZIP: _____
 PHONE: _____ DATE: _____

FOR AGENCY USE	
ARAD # _____	
CASE # _____	

Please list EVERY person in the home:

Last Name	First Name	SSN	Relationship	DOB	SEX	AGE	SIZE
			SELF				

Are you currently receiving any of the following: CASH ASSISTANCE FOOD ASSISTANCE

Is anyone in the home currently employed? Yes No (INCLUDE 4-6 WEEKS PAY)

	WHO	WHERE	HOURLY RATE	# HOURS PER WEEK
JOB 1				
JOB 2				

Unearned income: SSI Social Security Child Support Alimony Unemployment Other
 If yes

WHO	SOURCE	WHEN	AMOUNT

Applicant Signature _____ Date _____

APPROVED DENIED

WORKER SIGNATURE _____ Date _____

SUPERVISOR SIGNATURE _____ Date _____

EXHIBIT D

Application D

**TANF Child Welfare/Kinship Navigator Self-Declaration Application
TANF Self-Declaration for Kinship Caregiver Payments Application**

WARREN COUNTY SELF-DECLARATION APPLICATION FOR CHILD WELFARE BENEFITS

Name:	For Agency Use Only
Social Security Number:	Subgrantee:
Present Address:	Worker:
Telephone/Contact Number:	Date received:

1. List EVERYONE living in your household, including yourself.

(If you are a non-custodial parent, list your children.)

Name	Relationship to Applicant	Age	Source of Income	Family Size	Monthly Gross Income at 200% of the Federal Poverty Level
1.				1	\$2,147
2.				2	\$2,904
3.				3	\$3,660
4.				4	\$4,417
5.				5	\$5,174
6.				6	\$5,930
7.				7	\$6,687
8.				8	\$7,444

2. Circle your family size below.

Child(ren) in Custody of PCSA	1
Child(ren) in Custody Parent(s)	1

3. Check one:

- I declare that my family's gross monthly income is at or below the standard listed.
- I declare that my family's gross monthly income is above the standard listed.

4. Please read this statement carefully and respond below:

I reside in Warren County and have a child younger than 18 years of age in Ohio. All members of my household are citizens or qualified aliens. I am not in debt to the Department of Children and Family Services for an OWF or FFC overpayment due to fraud. I am not an unmarried parent under 18 who is not attending school or not living in an adult-supervised living arrangement. No one in my household is a fleeing felon or probation parole violator. No one in my household is failing to cooperate with the Child Support Enforcement Agency in establishing paternity or securing child support. No one in my household has been found to have fraudulently misrepresented their residence in order to obtain benefits in two or more states.

- YES, I agree with the above statement (it is correct for me).
- NO, I disagree with the above statement (it is not correct for me).

5. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

78 0003660 09 07 2003

Signature of Applicant _____ Date: _____

Your Registration Notification: If you are not registered to vote where you live now, would like to register to vote at this time?
 Yes, I want to register to vote. No, I do not want to register to vote.
 (If you do not check either box, you will be considered to have decided not to register to vote at this time. This does NOT affect your application for benefits in any way.)

WARREN COUNTY SELF-DECLARATION APPLICATION FOR CHILD WELFARE BENEFITS

Benefit	Select the Benefit Requested	Amount Needed	Vendor Form Sent (If Required)
Rent Assistance <i>Must have supporting documentation</i>	<input checked="" type="checkbox"/>	\$	<input type="checkbox"/>
Utility Assistance <i>Must have supporting documentation</i>	<input checked="" type="checkbox"/>	\$	<input type="checkbox"/>
Gas Cards/Transit Tickets	<input type="checkbox"/>	\$	<input type="checkbox"/>
Furniture	<input checked="" type="checkbox"/>	\$	<input type="checkbox"/>
Home Repairs <i>Must have supporting documentation</i>	<input checked="" type="checkbox"/>	\$	<input type="checkbox"/>
Vehicle Repairs <i>Must have supporting documentation</i>	<input checked="" type="checkbox"/>	\$	<input type="checkbox"/>
Child Care Registration Fees <i>Must have supporting documentation</i>	<input checked="" type="checkbox"/>	\$	<input type="checkbox"/>
School Fees	<input checked="" type="checkbox"/>	\$	<input type="checkbox"/>
Clothing for Children	<input checked="" type="checkbox"/>	\$	<input type="checkbox"/>
Repair or Purchase of Appliances	<input checked="" type="checkbox"/>	\$	<input type="checkbox"/>
Purchase of Car Seats for Children	<input checked="" type="checkbox"/>	\$	<input type="checkbox"/>
Summer Camp	<input checked="" type="checkbox"/>	\$	<input type="checkbox"/>

Each category has a CAP of \$1,500 in a 12-month period. Multiple categories can be selected on one application but cannot exceed the \$1,500 CAP.

FOR AGENCY USE ONLY	
<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Decision Letter Given (retain copy)	<input type="checkbox"/> Not Eligible <input type="checkbox"/> Decision Letter Given (retain copy)
Signature of Worker	Date



WARREN COUNTY SELF-DECLARATION APPLICATION FOR KINSHIP CAREGIVER PAYMENTS

Name:	For Agency Use Only
Social Security Number:	Subgrantee:
Present Address:	Worker:
Telephone/Contact Number:	Date received:

1. List EVERYONE living in your household, including yourself.

(If you are a non-custodial parent, list your children residing in Ohio.)

Name	Relationship to Applicant	Age	Source of Income	Family Size	Monthly Gross Income at 200% of the Federal Poverty Level
1.				1	\$2,147
2.				2	\$2,964
3.				3	\$3,660
4.				4	\$4,417
5.				5	\$5,174
6.				6	\$5,930
7.				7	\$6,687
8.				8	\$7,444

2. Circle your family size below.

3. Check one:

- I declare that my family's gross monthly income is at or below the standard listed.
- I declare that my family's gross monthly income is above the standard listed.

4. Please read this statement carefully and respond below.

I reside in Warren County and have a child younger than 19 years of age in Ohio. All members of my household are citizens or qualified aliens. I am not in debt to the Department of Job & Family Services for an OVF or PRC overpayment due to fraud. I am not an unmarried parent under 18 who is not attending school and living in an adult-supervised living arrangement. No one in my household is a fleeing felon or probation/parole violator. No one in my household is failing to cooperate with the Child Support Enforcement Agency in establishing paternity or securing child support. No one in my household has been found to have fraudulently misrepresented their residence in order to obtain benefits in two or more states.

- YES, I agree with the above statement (it is true to the best of my knowledge).
- NO, I disagree with the above statement (it is not correct true for me).

5. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

Signature of Applicant

Date

Your Registration Modification: If you are not registered to vote where you live now, you will have to register to vote at this time.

Yes, I want to register to vote. No, I do not want to register to vote.

If you do not check either box, you will be considered to have declined to register to vote at this time. This does NOT affect our application for benefits in any way.

WARREN COUNTY SELF-DECLARATION APPLICATION FOR KINSHIP CAREGIVER PAYMENTS

Benefit	Select the Benefit Requested	Amount if Need	Vendor Form Sent (If Required)
Rent/Mortgage Assistance <i>Must have supporting documentation</i>	<input type="checkbox"/>	\$	<input type="checkbox"/>
Utility Assistance <i>Must have supporting documentation</i>	<input type="checkbox"/>	\$	<input type="checkbox"/>
Gas Cards/Transit Tickets	<input type="checkbox"/>	\$	<input checked="" type="checkbox"/>
Furniture	<input type="checkbox"/>	\$	<input type="checkbox"/>
Home Repairs <i>Must have supporting documentation</i>	<input type="checkbox"/>	\$	<input type="checkbox"/>
Vehicle Repairs <i>Must have supporting documentation</i>	<input type="checkbox"/>	\$	<input type="checkbox"/>
Child Care Registration Fees <i>Must have supporting documentation</i>	<input type="checkbox"/>	\$	<input type="checkbox"/>
Child Care Assistance <i>No more than 4 months can be consecutive or spread out over 12 months</i>	<input checked="" type="checkbox"/>	\$	<input type="checkbox"/>
School Fees <i>Must have supporting documentation</i>	<input type="checkbox"/>	\$	<input type="checkbox"/>
Clothing for Children	<input type="checkbox"/>	\$	<input type="checkbox"/>
Repair or Purchase of Appliances	<input type="checkbox"/>	\$	<input type="checkbox"/>
Purchase of Car Seats for Children	<input type="checkbox"/>	\$	<input type="checkbox"/>
Work Related Needs	<input type="checkbox"/>	\$	<input type="checkbox"/>
Court Filing Fees	<input type="checkbox"/>	\$	<input type="checkbox"/>
BCI/FBI Background Checks	<input type="checkbox"/>	\$	<input type="checkbox"/>
Summer Camp	<input type="checkbox"/>	\$	<input type="checkbox"/>

Service Benefit Category	Select the Category	Child's First and Last Name <i>**Required</i>
Per Kinship Placement Family	<input type="checkbox"/>	
Per Kinship Placed Child Only	<input checked="" type="checkbox"/>	

- Per Kinship Placement Family up to \$3,000 per family per 12 months
- Per Kinship Placed Child Only up to \$1,000 per 12 per months

Multiple Categories can be selected on one application per Family or Child Only, but cannot exceed the one-time CAP amount listed above

FOR AGENCY USE ONLY			
<input checked="" type="checkbox"/> Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)	<input type="checkbox"/> Not Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)
Signature of Worker		Date	

FR 170 Updated 09/17/2011

Application E
Self-Declaration Application for TANF PRC Contract Services

EXHIBIT D

WARREN COUNTY SELF-DECLARATION APPLICATION FOR ARCS TANF/PRC SERVICES

Name:	For Agency Use Only
Social Security Number:	Subgrantee:
Present Address:	Worker:
Telephone/Contact Number:	Date received:

1. List EVERYONE living in your household including yourself.
(If you are a non-custodial parent, list your children residing in Ohio.)
2. Circle your family size below.

Name	Relationship to Applicant	Age	Source of Income	Family Size	Monthly Gross Income at 200% of the Federal Poverty Level
1.				1	\$2,147
2.				2	\$3,904
3.				3	\$5,660
4.				4	\$4,417
5.				5	\$5,174

3. Check one:

- I declare that my family's gross monthly income is at or below the standard listed.
- I declare that my family's gross monthly income is above the standard listed.

4. Please read this statement carefully and respond below:

I reside in Warren County and have a child younger than 18 years of age in Ohio. All members of my household are citizens or qualified aliens. I am not in debt to the Department of Job & Family Services for an OWF or PRC overpayment due to fraud. I am not an unmarried parent under 18 who is not attending school or not living in an adult-supervised living arrangement. No one in my household is a fleeing felon or probation parolee. No one in my household is failing to cooperate with the Child Support Enforcement Agency in establishing paternity or securing child support. No one in my household has been found to have fraudulently misrepresented their residence in order to receive benefits in two or more states.

- YES, I agree with the above statement (it is correct/true for me).
- NO, I disagree with the above statement (it is not correct/true for me).

5. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

Signature of Applicant: _____ Date: _____

voter Registration Notification. If you are not registered to vote where you live now, would like to register to vote at this time?

Yes, I want to register to vote. No, I do not want to register to vote.

(If you do not check either box, you will be considered to have declined to register to vote at this time. This does NOT affect your application for benefits in any way.)

FOR AGENCY USE ONLY			
<input checked="" type="checkbox"/> Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)	<input type="checkbox"/> Not Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)
Signature of Worker		Date	

WARREN COUNTY SELF-DECLARATION APPLICATION FOR FAMILY PROMISE TANF/PRC

Name:	For Agency Use Only
Social Security Number:	Subgrantee:
Present Address:	Worker:
Telephone/Contact Number:	Date received:

1. List EVERYONE living in your household, including yourself.
(If you are a non-custodial parent, list your children ~~separately~~.)

2. Circle your family size below.

Name	Relationship to Applicant	Age	Source of Income	Family Size	Monthly Gross Income at 200% of the Federal Poverty Level
1.				1	\$2,147
2.				2	\$2,904
3.				3	\$3,660
4.				4	\$4,417
5.				5	\$5,174
6.				6	\$5,930

3. Check one:

- I declare that my family's gross monthly income is below the standard listed.
 I declare that my family's gross monthly income is above the standard listed.

4. Please read this statement carefully and respond below:

I reside in Warren County and have a child younger than 18 years of age in Ohio. All members of my household are citizens or qualified aliens. I am not in debt to the Department of Job and Family Services for an OWF or PRC overpayment due to fraud. I am not an unmarried parent under 18 who is not attending school or participating in an adult-supervised living arrangement. No one in my household is a fleeing felon or probation parole violator. No one in my household is failing to cooperate with the Child Support Enforcement Agency in establishing paternity of a child and support. No one in my household has been found to have fraudulently misrepresented their residence in order to obtain benefits in two or more states.

- YES, I agree with the above statement (it is correct true for me).
 NO, I disagree with the above statement (it is not correct true for me).

5. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

Signature of Applicant: _____ Date: _____

Your Registration Notification: If you are not registered to vote where you live now, would you like to register to vote at this time?
 Yes, I want to register to vote. No, I do not want to register to vote.
 (If you do not check either box, you will be considered to have decided not to register to vote at this time. This does NOT affect your application for benefits in any way.)

FOR AGENCY USE ONLY			
<input checked="" type="checkbox"/> Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)	<input type="checkbox"/> Not Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)
Signature of Worker		Date	

Revised 10/2003

WARREN COUNTY SELF-DECLARATION APPLICATION FOR ESC TANF/PRC SERVICES

Name:	For Agency Use Only
Social Security Number:	Subgrantee:
Present Address:	Worker:
Telephone/Contact Number:	Date received:

1. List EVERYONE living in your household including yourself.

(If you are a non-custodial parent, list your child residing in Ohio.)

Name	Relationship to Applicant	Age	Source of Income	Family Size	Monthly Gross Income at 200% of the Federal Poverty Level
1.				1	\$2,147
2.				2	\$2,964
3.				3	\$3,660
4.				4	\$4,417
5.				5	\$5,174
6.				6	\$5,930

2. Circle your family size below.

3. Check one:

- I declare that my family's gross monthly income is at or below the standard listed.
- I declare that my family's gross monthly income is above the standard listed.

4. Please read this statement carefully and respond below.

I reside in Warren County and have a child younger than 18 years of age in Ohio. All members of my household are citizens or qualified aliens. I am not in debt to the Department of Job & Family Services for an OWF or PRC overpayment due to fraud. I am not an unmarried parent under 18 who is not attending school or not living in an adult-supervised living arrangement. No one in my household is a fleeing felon or probation parole violator. No one in my household is failing to cooperate with the Child Support Enforcement Agency in establishing paternity or securing child support. No one in my household has been found to have fraudulently misrepresented their residence in order to receive benefits in two or more states.

- YES, I agree with the above statement (it is correct/true for me).
- NO, I disagree with the above statement (it is not correct/true for me).

5. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

Signature of Applicant: _____ Date: _____

Your Registration Notification: "If you are not registered to vote, where you live now, would like to register to vote at this time?"
 Yes, I want to register to vote. No, I do not want to register to vote.
 (If you do not check either box, you will be considered to have checked "no" so you will not be able to vote at this time. This does NOT affect your application for benefits in any way.)

FOR AGENCY USE ONLY	
<input checked="" type="checkbox"/> Eligible <input checked="" type="checkbox"/> Decision Letter Given (retain copy)	<input type="checkbox"/> Not Eligible <input type="checkbox"/> Decision Letter Given (retain copy)
Signature of Worker	Date

Revised 06/17/2011

Job Readiness Class Schedule – Effective July 1, 2022

Name _____

OhioMeansJobs Warren County

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
WEEK ONE	<p><u>Room 1 Jessi</u> 8:30 - 9:30 Orientation</p> <p><u>Basement Gail</u> COMPUTER LAB</p> <p>9:30 – 10:30 Intro to a Google Account, Google Drive, Gmail, Mobile Apps</p> <p>10:45 - 11:30 Intro to Google Sheets Basics</p> <p>11:30 - 1:30 Google Practice with a Doc, Sheet, Attaching and Downloading</p>	<p><u>Room 1 Jessi</u> 8:30 – 9:30 TABE</p> <p><u>Basement Sonya</u> RESUME LAB</p> <p>9:30 - 1:30 Résumé Building, Updating and Editing</p>	<p><u>Room 1 Sonya</u> INTERVIEW LAB</p> <p>8:30 – 10:30 Interview Skills</p> <p>10:45 - 11:45 Dress for Success</p> <p>11:45 – 1:30 Mock Interviews/Salary Negotiation</p>	<p><u>Room 1 Sonya</u> COMMUNICATIONS SKILLS LAB</p> <p>8:30 - 10:30 Positive Attitudes and Perseverance in the Workplace</p> <p>10:45 - 12:15 Self Esteem and Stress Management</p> <p>12:15 - 1:30 Goal Setting and Overcoming Barriers to Employment</p>
WEEK TWO	<p><u>Basement Gail</u> COMPUTER LAB</p> <p>8:30 – 9:30 Review of Google Sheets and Using for Financial Health</p> <p>9:30 – 10:30 Intro to a Google Account, Google Drive, Gmail, Mobile Apps cont.</p> <p>10:45 - 11:30 Google Sheets Independent Assignment Create a Financial Budget with Calculations</p> <p><u>Room 1 Jessi</u> 11:30 – 1:30 Workplace Essential Skills Math, Reading, or English for Employment</p>	<p><u>Basement Sonya</u> RESUME LAB</p> <p>8:30 - 1:30 Résumé Review and Revisions Resume Posting OMJ/Email</p>	<p><u>Room 1 Sonya</u> INTERVIEW LAB</p> <p>8:30 - 10:30 Networking & Marketing Yourself Successfully</p> <p>10:45 - 1:30 Career Interest Workplace Values Matching Jobs to Personality</p>	<p><u>Room 1 Sonya</u> Communication Skills Lab</p> <p>8:30 - 10:30 Better Communication with Co-Workers & Supervisors Customer Service Skills</p> <p>10:45 - 12:00 Handling Criticism/Conflict Resolution Dealing with Frustration at Work</p> <p>12:00 - 1:30 Professionalism Soft Skill Application and Teamwork</p>

All clients & instructors will observe a 15-minute break from 10:30 to 10:45 each class day.

Second (Main) Floor – Time Clock: Third Floor – Room 1, Room 4, Lab 3

4/26/2021

Monthly Federal Poverty Guideline (FPG) Measure
Effective January 12, 2023

Assistance Group	50% Monthly FPG	100% Monthly FPG	135% Monthly FPG	150% Monthly FPG	175% Monthly FPG	185% Monthly FPG	200% Monthly FPG	250% Monthly FPG	300% Monthly FPG	Annual FPG
1	608	1215	1641	1823	2127	2248	2430	3038	3645	14580
2	822	1644	2219	2465	2876	3041	3287	4109	4930	19720
3	1036	2072	2797	3108	3626	3833	4144	5180	6215	24860
4	1250	2500	3375	3750	4375	4625	5000	6250	7500	30000
5	1465	2929	3954	4393	5125	5418	5857	7321	8785	35140
6	1679	3357	4532	5035	5875	6210	6714	8392	10070	40280
7	1893	3785	5110	5678	6624	7003	7570	9463	11355	45420
8	2107	4214	5688	6320	7374	7795	8427	10534	12640	50560
9	2321	4642	6267	6963	8123	8598	9284	11605	13925	55700
10	2535	5070	6845	7600	8870	9390	10140	12675	15210	60840
11	2750	5499	7423	8248	9623	10172	10997	13746	16495	65980
12	2964	5927	8001	8890	10372	10965	11854	14817	17780	71120
13	3178	6355	8580	9533	11122	11757	12740	15888	19065	76260
14	3392	6784	9158	10175	11871	12550	13567	16959	20350	81400
15	3606	7212	9736	10818	12621	13342	14424	18030	21635	86540
16	3820	7640	10314	11460	13370	14134	15280	19100	22920	91680
17	4035	8069	10893	12103	14120	14927	16137	20171	24205	96820
18	4249	8497	11471	12745	14870	15719	16994	21242	25490	101960
19	4463	8925	12049	13388	15619	16512	17850	22313	26775	107100
20	4677	9354	12627	14030	16369	17304	18707	23384	28060	112240
21	4891	9782	13206	14673	17118	18097	19564	24455	29345	117380
22	5105	10210	13784	15315	17868	18889	20420	25525	30630	122520
23	5320	10639	14362	15958	18618	19681	21277	26596	31915	127660
24*	5534	11067	14940	16600	19367	20474	22134	27667	33200	132800

* For each additional person, add (5,140) to the Annual FPG

Outcomes & Analysis 1/31

FPG2023chart.xls

County Name (Pass-Through Agency): Warren County Job & Family Services

Name of Provider (Potential Vendor/Subrecipient): Warren County Educational Services Center

Name of Program: PRC Agreement with ESC

	Indications of a Subrecipient See A-133 §210(b)	Yes	No	Comments
1.	Provider determines who is eligible to receive federal financial assistance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.	Provider has its performance measured against whether the objectives of the federal program are met.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.	Provider has responsibility for programmatic decision making.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.	Provider has responsibility for adherence to applicable federal program compliance requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.	Provider uses the federal funds to carry out its own program as compared to providing goods or services for a program of the pass-through entity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Exhibit F

	Indications of a Vendor See A-133 §210(c)	Yes	No	Comments
6.	Organization provides the goods and services within normal business operations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7.	Organization provides similar goods or services to many different purchasers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8.	Organization operates in a competitive environment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9.	Organization provides goods or services that are ancillary to the operation of the federal program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10.	Organization is not subject to compliance requirements of the federal program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Overall Conclusion	Yes	No	Comments
Provider is a subrecipient.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conduct Subrecipient Monitoring See OAC 5101:9-1-88
Provider is a vendor.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct Contract Monitoring See OAC 5101:9-4-07 (J)(8) or other rule

Resolution

Number 23-0761

Adopted Date June 13, 2023

APPROVE AMENDMENT NO. 2 TO THE ENGINEERING CONTRACT WITH WSP USA, INC. FOR ENGINEERING SERVICES FOR THE FIELDS ERTEL ROAD IMPROVEMENT PROJECT BETWEEN SNIDER ROAD AND WILKENS BLOULEVARD ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

WHEREAS, pursuant to Resolution #20-0177 dated January 28, 2020, Warren County entered into a contract with WSP USA, Inc. for the engineering services contract for the Fields Ertel Road Improvement Project between Snider Road and Wilkens Boulevard; and

WHEREAS, pursuant to Resolution #21-1826 dated December 21, 2021, approved amendment #1 to the agreement; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 2 to the engineering services contract with WSP USA, Inc., as attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – WSP USA, Inc.
Engineer (file)

AMENDMENT TO AGREEMENT
Amendment No. 2

Amending Engineering Contract
For
FIELDS ERTEL ROAD IMPROVEMENT PROJECT BETWEEN SNIDER ROAD AND
WILKENS BOULEVARD

This SECOND AMENDMENT to an AGREEMENT dated January 28, 2020 for the Fields Ertel Road Improvement Project between Snider Road and Wilkens Boulevard in Warren County and Hamilton County is made as of the date stated below, by and between the Warren County Board of County Commissioners, hereinafter referred to as the "OWNER" on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and WSP USA Inc., hereinafter referred to as the "ENGINEER."

On the 28th day of January, 2020, the OWNER and the COUNTY ENGINEER and the ENGINEER entered into an AGREEMENT by Resolution No. 20-0177, to perform the design of the Fields Ertel Road Improvement Project between Snider Road and Wilkens Boulevard. The design included widening Fields Ertel Road from two lanes to five lanes from Snider Road to Wilkens Boulevard, Fields Ertel Road and Snider Road approach and intersection improvements, Fields Ertel Road and Wilkens Boulevard intersection improvements and profile adjustments and the OWNER agreed to expend a sum not to exceed \$1,127,566.00 to pay for the specified engineering service.

On the 21st day of December, 2021, the OWNER and the COUNTY ENGINEER and the ENGINEER amended the AGREEMENT by Resolution No. 21-1826, to revise SECTION 1 – BASIC SERVICES OF ENGINEER of the AGREEMENT to include a the National Environmental Policy Act (NEPA) document development for the project area and additional design services for the NEPA process. It was necessary to increase the maximum prime compensation to be paid to ENGINEER by an amount of \$269,779.00 to a total of \$1,397,345.00; without extending the completion date of the contract with the ENGINEER.

It is now necessary and in the COUNTY ENGINEER'S interest to revise SECTION 1 – BASIC SERVICES OF ENGINEER of the AGREEMENT again, to include a traffic noise study, associated design changes due to utilities and right-of-way negotiations and stormwater storage (Exhibit A). In order to do so, it is necessary to increase the maximum prime compensation to be paid to ENGINEER by an amount of \$187,176.00 to a total of \$1,584,521.00; without extending the completion date of the contract with the ENGINEER. See Exhibit A (ENGINEER'S Proposals) which is hereby incorporated by reference into this AMENDMENT.

It is hereby agreed by and between the OWNER and the COUNTY ENGINEER and the ENGINEER that the AGREEMENT be amended as noted above and that all other terms and provisions of the AGREEMENT remain in full force and effect. In the event any conflict or dispute arises between the parties relating to the obligations of the ENGINEER as amended by this Amendment, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment to Agreement.

[The remaining portion of this page is blank]

ENGINEER:

IN EXECUTION WHEREOF, WSP USA Inc. has caused this Agreement to be executed on the date stated below by Jared Love, its Cincinnati Business Leader, pursuant to a corporate Resolution authorizing such act.

WSP USA INC.

SIGNATURE: Jared Love

PRINTED NAME: Jared Love

TITLE: Cincinnati Local Business Leader

DATE: 5/5/2023

OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution No. 23-0761, dated 6-13-23.

RECOMMENDED BY:
WARREN COUNTY ENGINEER

SIGNATURE: Neil F. Tunison

PRINTED NAME: Neil F. Tunison

TITLE: Warren County Engineer

DATE: 5/11/2023

APPROVED BY:
WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 6-13-23

Approved as to Form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

BY: Adam M. Nice
Assistant Prosecuting Attorney
Adam M. Nice



312 Elm Street
 Suite 2500
 Cincinnati, Ohio 45202
 Main: 513-639-2120
 Fax: 513-421-1040

www.wsp.com

January 4, 2023

Mr. Neil F. Tunison, P.E., P.S.
 Warren County Engineer
 210 West Main Street
 Lebanon, Ohio 45036
 Attn: Dominic Brigano, P.E., S.I., Assistant Bridge Engineer

Re: Proposal for Additional Consulting Services
 Fields Ertel Road between Snider Road and Wilkens Boulevard
 Mod #3

Dear Mr. Tunison:

On behalf of WSP USA Inc. ("WSP"), I am submitting this Price Proposal for additional design services that have been requested on the Fields Ertel Road between Snider Road and Wilkens Boulevard Improvement project, as requested. This proposal covers the two scope of work items, one for performing the Additional Roadway and Right-of-Way requests, and one for performing the Traffic Noise Study.

Within the Price Proposal, the costs have been separated into two parts for clarity. The two parts are for Additional Roadway and Right-of-Way scope of work and the Traffic Noise Study scope of work.

Two subconsultants are included in this Price Proposal under the Additional Roadway and Right-of-Way scope of work:

- G.J. Berding Surveying, Inc.
 - Scope of Work already Authorized: \$4,630 (\$2,320 + \$1,155)
 - Scope of Work to be Authorized: \$3,200
- Razor Marketing Communications, LLC
 - Scope of Work already performed, beyond contract: \$261

The total cost of the Price proposal is: \$173,235

The costs are broken out as follows:

Additional Roadway and Right-of-Way: \$148,487

- | | | |
|-----------|-----------|----------------------|
| • WSP | \$141,551 | (fixed fee \$13,593) |
| • Berding | \$ 6,675 | |
| • Razor | \$ 261 | |

Traffic Noise Study: \$24,748:

- | | | |
|-------|-----------|---------------------|
| • WSP | \$ 24,748 | (fixed fee \$2,709) |
|-------|-----------|---------------------|



312 Elm Street
Suite 2500
Cincinnati, Ohio 45202
Main: 513-639-2120
Fax: 513-421-1040

www.wsp.com

Thank you for the opportunity to be of service. If you have any questions, or require additional information, please let me know.

Sincerely,

WSP USA Inc.

A handwritten signature in black ink, appearing to read 'Jared R. Love'.

Jared R. Love
Vice President
Columbus/Cincinnati Local Business Lead

Enclosure

ADDITIONAL ROADWAY AND RIGHT-OF-WAY

SUMMARY OF COSTS

C-R-S **Fields Ertel Road Phase B Additional Design Support**

Consultant: WSP USA Inc.

Agreement No. 29077

Modification No. 3

PID No. 0

Proposal Date 1/3/2023

Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
Planning Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Preliminary Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Engineering Phase								
\$55.69	867	\$48,279	\$64,984	\$195	\$14,500	\$6,936	\$13,593	\$148,487
Final Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED TASKS								
\$55.69	867	\$48,279	\$64,984	\$195	\$14,500	\$6,936	\$13,593	\$148,487
IF-AUTHORIZED TASKS:								
Planning Phase								
Preliminary Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Final Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL IF-AUTHORIZED TASKS								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL								
	867	\$48,279	\$64,984	\$195	\$14,500	\$6,936	\$13,593	\$148,487

C-R-S
Fields Ertel Road Phase B
Additional Design Support

PROPOSAL COST SUMMARY

Version:
Feb 2017

Consultant: WSP USA Inc.
 Agreement No. 29077
 Modification No. 3
 PID No. 0
 Proposal Date 1/3/2023

Consultant Overhead Rate: 134.60%
 Consultant Overhead Rate: 134.60%
 Cost of Money: 0.40%
 Net Fee Percentage: 12%

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
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AUTHORIZED TASKS:

3 - Environmental Engineering Phase

3.3 - Stage2

3.3.M3 - Roadway									
3.3.M3.A - Hunters Ridge Renderings	\$57.84	51	\$2,950	\$3,971	\$12	\$0	\$0	\$830	\$7,763
3.3.M3.B - Aging Population	\$81.15	34	\$2,759	\$3,714	\$11	\$0	\$0	\$777	\$7,261
3.3.M3.C - Additional Sidewalk	\$49.27	96	\$4,730	\$6,367	\$19	\$0	\$0	\$1,332	\$12,448
3.3.M3.D - Stopping Sight Distance Exhibits	\$65.61	46	\$3,018	\$4,062	\$12	\$0	\$261	\$850	\$8,203
3.3.M3.E - Hunters Ridge Driveway Entrance Evaluation	\$65.13	48	\$3,126	\$4,208	\$13	\$0	\$0	\$880	\$8,227
3.3.M3.F - Gary Jenkins Ditch Revisions	\$46.59	110	\$5,125	\$6,898	\$21	\$0	\$0	\$1,443	\$13,487
3.3.M3.G - Fette Easement Staking (Berding Survey)	\$0.00	0	\$0	\$0	\$0	\$0	\$2,320	\$0	\$2,320
3.3.M3.H - Additional Survey 8355 & 8453 (Berding Survey)	\$0.00	0	\$0	\$0	\$0	\$0	\$1,155	\$0	\$1,155
3.3.M3.I - Additional Public Involvement Efforts (Rasor)	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

3.3.B - Drainage									
3.3.B.G - LOMR-CLOMR Doc	\$46.90	68	\$3,189	\$4,292	\$13	\$14,500	\$3,200	\$898	\$26,092
TOTAL 3.3 - Stage2	\$54.90	453	\$24,897	\$33,512	\$101	\$14,500	\$6,936	\$7,010	\$88,056

3.4 - Right of Way Plans

3.4.C - Final Right of Way Plans									
3.4.C.A - Final Right of Way Plans	\$56.48	414	\$23,382	\$31,472	\$94	\$0	\$0	\$6,583	\$61,531
TOTAL 3.4 - Right of Way Plans	\$56.48	414	\$23,382	\$31,472	\$94	\$0	\$0	\$6,583	\$61,531

Total - 3 Environmental Engineering Phase	\$55.69	867	\$48,279	\$64,984	\$195	\$14,500	\$6,936	\$13,593	\$148,487
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TOTAL - Final Engineering Phase	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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TOTAL AUTHORIZED PARTS	\$55.69	867	\$48,279	\$64,984	\$195	\$14,500	\$6,936	\$13,593	\$148,487
GRAND TOTAL	\$55.69	867	\$48,279	\$64,984	\$195	\$14,500	\$6,936	\$13,593	\$148,487

C-R-S

**Fields Ertel Road Phase B
Additional Design Support**

PROPOSAL LABOR SUMMARY

Version:
Feb 2017

Consultant: WSP USA Inc.
Agreement No. 29077
Modification No. 3
PID No.
Proposal Date 1/3/2023

Task Description	Principal	Project Manager	Sr Engineer	Engineer	Sr Tech	Tech	Proj Acct/ Clerical	Total	
	\$86.54	\$89.59	\$67.06	\$42.70	\$51.59	\$35.22	\$54.12	Hours	Cost
AUTHORIZED TASKS:									
3 - Environmental Engineering Phase									
3.3 - Stage2									
3.3.M3 - Roadway									
3.3.M3.A - Hunters Ridge Renderings		6	8		35	2		51	\$2,950
3.3.M3.B - Aging Population		24	6		4			34	\$2,759
3.3.M3.C - Additional Sidewalk		2	16	32	30	16		96	\$4,730
3.3.M3.D - Stopping Sight Distance Exhibits		14	20			12		46	\$3,018
3.3.M3.E - Hunters Ridge Driveway Entrance Evaluation		10	28			10		48	\$3,126
3.3.M3.F - Gary Jenkins Ditch Revisions		6	6	98				110	\$5,125
3.3.M3.G - Fette Easement Staking (Berding Survey)								0	\$0
3.3.M3.H - Additonal Survey 8355 & 8453 (Berding Survey)								0	\$0
3.3.M3.I - Additional Public Involvement Efforts (Rasor)								0	\$0
3.3.B - Drainage									
3.3.B.G - LOMR-CLOMR Doc		4	4	60				68	\$3,189
TOTAL 3.3 - Stage2	0	66	88	190	69	40	0	453	\$24,897
3.4 - Right of Way Plans									
3.4.C - Final Right of Way Plans									
3.4.C.A - Final Right of Way Plans		60	30		280	44		414	\$23,382
TOTAL 3.4 - Right of Way Plans	0	60	30	0	280	44	0	414	\$23,382
Total - 3 Environmental Engineering Phase	0	126	118	190	349	84	0	867	\$48,279
TOTAL - Final Engineering Phase	0	0	0	0	0	0	0	0	\$0
TOTAL AUTHORIZED PARTS	0	126	118	190	349	84	0	867	\$48,279
GRAND TOTAL	0	126	118	190	349	84	0	867	\$48,279

C-R-S Fields Ertel Road Phase B Additic
 Consultant: WSP USA Inc.
 Agreement No. 29077
 Modification No. 3
 PID No. 0
 Proposal Date 1/3/2023

DIRECT COSTS

Version:
Feb 2017

Task Description	Unit Cost:	Mileage	Copies	Display Boards	Shipping	US Mail	Large plots	Direct Cost - CLOMR	Direct Cost - LOMR	Direct Cost - Mylars	Total
		\$0.58	\$0.20	\$300.00	\$25.00	\$0.55	\$5.00				

AUTHORIZED TASKS:

3 - Environmental Engineering Phase

3.3 - Stage2											
3.3.M3 - Roadway											
3.3.M3.A - Hunters Ridge Renderings											\$0
3.3.M3.B - Aging Population											\$0
3.3.M3.C - Additional Sidewalk											\$0
3.3.M3.D - Stopping Sight Distance Exhibits											\$0
3.3.M3.E- Hunters Ridge Driveway Entrance Evaluation											\$0
3.3.M3.F - Gary Jenkins Ditch Revisions											\$0
3.3.M3.G - Fette Easement Staking (Berding Survey)											\$0
3.3.M3.H - Addiitonal Survey 8355 & 8453 (Berding Survey)											\$0
3.3.M3.I - Additional Public Involvement Efforts (Rasor)											\$0
3.3.B - Drainage											
3.3.B.G - LOMR-CLOMR Doc								6500	8000		\$14,500
TOTAL 3.3 - Stage2		0	0	0	0	0	0	6500	8000	0	\$14,500

3.4 - Right of Way Plans											
3.4.C - Final Right of Way Plans											
3.4.C.A - Final Right of Way Plans											\$0
TOTAL 3.4 - Right of Way Plans		0	0	0	0	0	0	0	0	0	\$0

Total - 3 Environmental Engineering Phase		0	0	0	0	0	0	6500	8000	0	\$14,500
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TOTAL - Final Engineering Phase		0	0	0	0	0	0	0	0	0	\$0
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TOTAL AUTHORIZED PARTS 0 0 0 0 0 0 0 6500 8000 0 \$14,500

GRAND TOTAL 0 0 0 0 0 0 0 6500 8000 0 \$14,500

OUT OF SCOPE OF WORK ITEMS

Additional Roadway and Right-of-Way Request

**Fields Ertel Road Improvements
Hamilton and Warren Counties, Ohio**

Prepared for:

Warren County and Hamilton County

Prepared by:

WSP USA

December 2022



Table of Contents

OVERVIEW.....	3
SCOPE OF WORK.....	3
1.0 RIGHT-OF-WAY AND ESTABLISHMENT PLAT.....	3
2.0 HUNTERS RIDGE RENDERINGS.....	4
3.0 DESIGN EVALUATION FOR AGING POPULATION.....	4
4.0 ADDITIONAL SIDEWALK.....	4
5.0 STOPPING SIGHT DISTANCE EXHIBITS.....	4
6.0 HUNTERS RIDGE DRIVEWAY ENTRANCE EVALUATION/CHANGES INCLUDING SIGN ASSESSMENT.....	4
7.0 GARY JENKINS (PARCEL 127) DITCH REVISIONS.....	4
8.0 LOMR AS-BUILTS (WORK TO BE COMPLETED AFTER CONSTRUCTION).....	5
9.0 DIRECT EXPENSE FOR CLOMR APPLICATION FOR POLK RUN.....	5
10.0 ADDITIONAL SURVEY (FETTE EASEMENT STAKING).....	5
11.0 ADDITIONAL SURVEY (8355 & 8453 FIELDS ERTEL ROAD).....	5
12.0 ADDITIONAL PUBLIC INVOLVEMENT EFFORTS (RASOR).....	5

WSP

Overview

This document summarizes Out of Scope Work Items that was requested by either Warren County or Hamilton County to be completed by WSP (hereafter referred to as the Consultant) as part of the Fields Ertel Widening Project that are considered be out of scope work performed on the project. Over the course of the project, additional scope items have been needed that were not anticipated when the project was original scoped. These items were the result of changes to county's policies, request by property owners, the request by townships, or due to state/federal requirements. Out-of-scope elements are identified below, followed by narrative explain the out-of-scope work that has been performed or will be performed.

Scope of Work

The following sections describe the work that the Consultant has/will undertake to complete the project.

1.0 Right-of-Way and Establishment Plat

The Consultant was requested to make several revisions to the right-of-way work after work had been substantially completed which required going back and re-working several documents. Additional effort was also required to accommodate utility companies needs which changed several times. This re-work or additional scope items was not in the original scope of work.

- Hamilton County originally instructed the Consultant to perform WD (fee takes) with sewer and channel easements beyond the WD takes. At the point the Consultant was ready to submit final right-of-way plans, the Consultant was notified to change all WD to SH (standard highway) easements.
- After the above noted WD takes scope of work was performed to switch the WD to SH, Hamilton County requested the Consultant to combine the sewer and channel easement takes into the SH takes.
- During the development of the project and coordination with the Duke Energy, the Consultant was required to make multiple changes to the right-of-way plans based on changes in directions received from Duke Energy for the Duke power pole relocations. This time also includes additional survey that was needed due to update ROW drawings for Duke pole relocations.
- Early in the right-of-way development process, the preparation of Hamilton County Establishment Plats was included in the agreed upon scope of work. During later discussions about the Establishment Plat, the Consultant was informed by Hamilton County that Establishment Plat and descriptions were no longer necessary since this project was following a TID process. The request was made by Hamilton County to not perform the Establishment Plat, but in its place, create a Centerline Plat to show the relationship between the centerline of construction and centerline of survey & R/W (county line). After this revised scope of work was performed, the Consultant was then notified that in addition to the Centerline Plat, Hamilton County would need the Establishment Plat as well. The development of the Establishment Plat went through several revisions due to changes by Duke Electric and to accommodate utility connections. Consultant was also asked to make an Exhibit in pdf format for Establishment Plat meeting with aerial background with extra linework shapes.
- Received request from Warren and Hamilton counties to change Temporary Easements from 24 months to 36 months.



- Received request from Warren County to adjust the right-of-way plans to reduce property takes due to proximity damages.

The Consultant is requesting to be compensated for the additional scope of work that was required to be undertaken to complete the right-of-way process for Warren County and Hamilton County.

2.0 Hunters Ridge Renderings

The Consultant was requested to develop renderings of the entrance to Hunters Ridge. The renderings were not part the original scope of work. The Consultant is requesting to be compensated for the development of the renderings as requested.

3.0 Design Evaluation for Aging Population

The Consultant was asked to evaluate the proposed design against the FHWA Handbook for Designing Roadways for the Aging Population. This evaluation was the result of a public comment made to the Ohio Department of Transportation. The Handbook supplements existing standards and guidelines in the areas of highway geometry, operations, and traffic control devices. This Handbook does not constitute a standard, specification, or regulation, thus was not a requirement of the original scope of work. The Consultant is requesting to be compensated for the effort involved in performing the evaluation as requested.

4.0 Additional Sidewalk

The Consultant was requested to incorporate the design of sidewalk along the south side of Fields Ertel Road between Snider Road and Wilkens Blvd. A later request was made to extend the sidewalk along the east side of Snider Road extending from the south side of Paul Meadows Drive up to the south side of Fields Ertel Road. The original scope was to just leave a graded area for a future sidewalk. After the design and cross sections had been developed, Symmes Township made a request to have the sidewalk formally designed as part of the project which required rework to incorporate the sidewalk design into the design documents. The Consultant is requesting to be compensated for the effort involved reworking the design to incorporate the sidewalk as requested by Symmes Township.

5.0 Stopping Sight Distance Exhibits

The Consultant was requested to develop exhibits showing the stopping sight distances at the driveways of Hunters Ridge and the Northern Hills Synagogue. The exhibits were requested to address public concerns about the proposed design. The Consultant is requesting to be compensated for the effort involved in developing the exhibits as requested.

6.0 Hunters Ridge Driveway Entrance Evaluation/Changes including sign assessment

The Consultant was requested to evaluate some design options for the Hunters Ridge driveway entrance. As part of the evaluations, several design alternatives were developed including adding a new sidewalk connection to the existing walking path. As part of the evaluation efforts, a sign assessment was done to evaluate the impact to the existing signage at the driveway. The Consultant is requesting to be compensated for the effort involved in developing and evaluating the alternatives and performing the sign assessment as requested.

7.0 Gary Jenkins (Parcel 127) Ditch Revisions

The Consultant was requested to redesign the drainage ditch along the east side of Snider Road along Parcel 127. The request was made to accommodate the request of the property owner as part of the right-of-way negotiations. Several iterations of the ditch design were performed at the request of the



property owner. The Consultant is requesting to be compensated for the effort involved in developing the revised ditch design to meet the property owner's requirements.

8.0 LOMR As-Builts (Work to be Completed after Construction)

The Consultant will need to assist the counties in submit LOMR As-Builts plans as part of the approved CLOMR for the project. The Consultant is requesting to be compensated for the development and submitting the LOMR As-Built plans. As part of the process for submitting the LOMR, a As-Built survey needs to be performed along Polk Run. This work will need to be completed after construction has been performed on Polk Run.

9.0 Direct Expense for CLOMR Application for Polk Run

Two parts to this request. Part 1 is for the original CLOMR application fee compensation of \$6,500 which was required to be paid when submitting the application. Warren County requested the Consultant to pay the fee and be reimbursed for the costs. The \$6,500 was a Direct Expense. Part 2 is for scope of work the Consultant will need to assist the counties in submit the LOMR As-Builts plans as part of completing the final steps of the approved CLOMR for the project. A survey will need to be performed to determine the As-Built Cross Section of Polk Run. Consultant is requesting to be compensated for the development and submitting the LOMR As-Built plans which requires survey to be performed as noted in Item 8 above. There is a \$8,000 application fee associated with a LOMR Based on As-Built Information Submitted as a Follow-up to a CLOMR. The \$8,000 will be a Direct Expense.

10.0 Additional Survey (Fette Easement Staking)

The Consultant was requested stake the existing right of way, proposed SH easements, proposed Channel Easements and proposed Temporary Easements. Stakes will be set at all angle points, property line intersections and at ~100 feet intervals on longer lines. This work was approved on 12-9-2020.

11.0 Additional Survey (8355 & 8453 Fields Ertel Road)

The Consultant was required to obtain additional survey for right-of-way plan development for two temporary easements that was needed for Duke underground electric to two properties. This work was approved on 3-23-2022.

12.0 Additional Public Involvement Efforts (Rasor)

The Consultant was requested by Warren County to perform additional work related to the stakeholder outreach and public meeting support that went beyond budget amount. This is work was specific to work performed by Rasor and is denoted as a sub expense in Item 5.



SUBCONSULTANT PROPOSALS

BERDING SURVEING

Phelps, Duane F.

From: Corey, Dan J. <Dan.Corey@co.warren.oh.us>
Sent: Wednesday, December 9, 2020 9:02 AM
To: Phelps, Duane F.
Cc: Schetter, Andrew B.
Subject: RE: Fields Ertel - Fette Property Staking

Duane,

Please allow this email to serve as authorization to proceed with the \$2,320 work.

Sincerely,

Daniel J. Corey, P.E., S.I.
Warren County Engineer's Office
210 West Main Street
Lebanon, OH 45036

(513) 431-1229 (mobile)

From: Phelps, Duane F.
Sent: Tuesday, December 8, 2020 11:07 AM
To: Corey, Dan J.
Cc: Schetter, Andrew B.
Subject: Fields Ertel - Fette Property Staking

[WSP USA | Confidential]

Dan,

I received a proposal from Berdering Surveying Stake the existing right of way, proposed SH easements, proposed Channel Easements and proposed Temporary Easements. Stakes will be set at all angle points, property line intersections and at ~100 feet intervals on longer lines.

Their fee for this work is \$2,320. If this is acceptable to you and the county, I will give them authorization to perform their work and include the costs for this scope of work in the current contract modification that I am working on for the additional out of scope items.

Thanks.

Duane Phelps, PE
Sr. Project Manager, Sr. Supervising Engineer
Technical Principal



Phone: +1 513 639 2138
Mobile: +1 513 633 8825
Email: duane.phelps@wsp.com

WSP USA

December 3, 2020

Mr. Duane Phelps, PE
WSP
312 Elm Street, Suite 2500
Cincinnati, OH 45202

SUBJECT: Fields Ertel Road (WAR CR 1- HAM CR 4), Snider Road (WAR CR 58 – HAM CR 227) and Wilkens Blvd (CR 610) AMMENDMENT No. 1 – Fette Easement Staking

Scope:

Stake the existing right of way, proposed SH easements, proposed Channel Easements and proposed Temporary Easements. Stakes will be set at all angle points, property line intersections and at ~100 feet intervals on longer lines.

Fee: \$2,320

Time Frame: Staking will be completed within 2-3 weeks after authorization.

Tim Schwoeppe 12/03/2020
Tim Schwoeppe, PS Date

Signature Date

Phelps, Duane F.

From: Brigano, Dominic M. <Dominic.Brigano@co.warren.oh.us>
Sent: Wednesday, March 23, 2022 3:17 PM
To: Corey, Dan J.; Phelps, Duane F.
Cc: Love, Jared; Schetter, Andrew B.; Coffield, Christopher A; Gadbury, Todd
Subject: RE: Fields Ertel - Right-of-Way and Additional Survey
Attachments: Fields Ertel 8355 & 8453 Fields Ertel.pdf

Duane,

WSP is approved to complete the additional Survey Work per the attached proposal. Since we have a forth coming contract modification, I would prefer to add Berding's work to the upcoming contract modification and not to the "If Authorized". I have a feeling that once all the residence receive their GFO letters, we maybe staking numerous areas.

WSP is also approved to work on the additional items and R/W work for Warren and Hamilton Counties. This change order will be in the upcoming contract modification as well. Please be aware that you are authorized to complete these items but others may need to wait until the contact modification is complete (pending on current remaining balance of contract). Please send over the change order documentation when available and we will start the process.

Thanks,

Dominic M. Brigano, P.E., S.I.
Assistant Bridge Engineer
Phone: 513-695-3313
Cell: 513-543-9582
E-mail: Dominic.Brigano@co.warren.oh.us

Warren County Engineer's Office Administration and Engineering

210 W Main Street
Lebanon, Ohio 45036
Phone: 513-695-3301
Fax: 513-695-7714
www.wceo.us

From: Corey, Dan J.
Sent: Monday, March 21, 2022 6:03 PM
To: Phelps, Duane F. <Duane.Phelps@wsp.com>
Cc: Brigano, Dominic M. <Dominic.Brigano@co.warren.oh.us>; Love, Jared <Jared.Love@wsp.com>; Schetter, Andrew B. <Andrew.Schetter@wsp.com>
Subject: Re: Fields Ertel - Right-of-Way and Additional Survey

Dom,

Since the contract is with the WCBoCC I figured you and Kurt would need to work with Todd and walk it through the WCBoCC meeting.

Sincerely,

Dan Corey
Warren County TID

March 23, 2022

Mr. Duane Phelps, PE
WSP
312 Elm Street, Suite 2500
Cincinnati, OH 45202

SUBJECT: Fields Ertel Road (WAR CR 1- HAM CR 4), Snider Road (WAR CR 58 – HAM CR 227) and Wilkens Blvd (CR 610) AMMENDMENT No. 1 – Electric Service to 8355 & 8453 Fields Ertel

Scope:

Perform location survey at 8355 & 8453 Fields Ertel Road for the purpose of running underground electric the residences at each location. Planimetric features such as but not limited to landscaping, sidewalks, driveways, meter locations, evidence of utilities, structures, etc. will be identified. A topographic survey is not being requested.

Fee: \$1,155

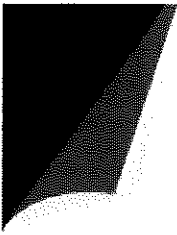
Time Frame: Staking will be completed within 2-3 weeks after authorization.

Tim Schwoeppe 03/23/2022
Tim Schwoeppe, PS Date

Signature Date



RASOR



WSP USA, INC.

Fields-Ertel Road Widening Project; Communications Services

MONTHLY INVOICE

July – Aug., 2021

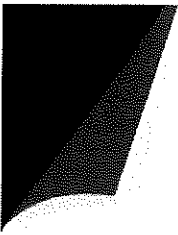
Contact: Mr. Duane Phelps
WSP USA, Inc.
312 Elm St., Suite 2500
Cincinnati, OH 45202

RASOR went over their original budget estimate by \$261.00. The extra work was due to additional work effort as a result of Public Meeting Support. The request is only for the difference between the original budget and the final actual work effort required.

Date: September 3, 2021

Invoice #: 2108 WSP FE

Current Work Completed During Payment Period	
Stakeholder Outreach / Public Meeting Support: <ul style="list-style-type: none"> Reviewed feedback received by Warren County related to public meeting and discussed same with D. Corey Reviewed summary of comments received at June 23 public meeting Scanned and forwarded comment cards to D. Phelps Maintained correspondence with team regarding project needs, current status, and anticipated next steps related to outreach and communications 	\$310.00
Total Due	\$310.00



					TOTAL
Employee	Employee Project Title	Hours	Hourly Rate	Amount	
Betty Hull	Counselor/Project Manager	1.75	\$160 =	\$280.00	
Lynn Corbitt	Account Executive/Design	0.25	\$120 =	\$30.00	
No Charge	No Charge	1.25	NC =	\$0.00	
		TOTAL:	3.25 Hours		\$310.00
Total Due					\$310.00

**Please remit payment to Razor Marketing Communications.
Payment due net 30 days. Thank you.**

TRAFFIC NOISE STUDY

Phelps, Duane F.

From: Brigano, Dominic M. <Dominic.Brigano@co.warren.oh.us>
Sent: Monday, August 1, 2022 3:41 PM
To: Phelps, Duane F.; Corey, Dan J.
Cc: Lane, Stephen M. [Steve]; Todd Gadbury (todd.gadbury@hamilton-co.org)
Subject: RE: Fields Ertel & Wilkens Noise Analysis per ODOT Requirements

Duane,

Please accept this email as approval to proceed for the amount of \$24,748 for a full consultant prepared noise analysis at a medium level.

Thanks,

Dominic M. Brigano, P.E., S.I.
Assistant Bridge Engineer
Phone: 513-695-3313
Cell: 513-543-9582
E-mail: Dominic.Brigano@co.warren.oh.us

Warren County Engineer's Office Administration and Engineering

210 W Main Street
Lebanon, Ohio 45036
Phone: 513-695-3301
Fax: 513-695-7714
www.wceo.us

From: Phelps, Duane F. [mailto:Duane.Phelps@wsp.com]
Sent: Thursday, July 28, 2022 10:28 PM
To: Corey, Dan J. <Dan.Corey@co.warren.oh.us>; Brigano, Dominic M. <Dominic.Brigano@co.warren.oh.us>
Cc: Lane, Stephen M. [Steve] <Steve.Lane@wsp.com>
Subject: Fields Ertel & Wilkens Noise Analysis per ODOT Requirements

Dan and Dominic,

As you know, ODOT's Noise and Air Quality Coordinator has determine that a full consultant-prepared noise analysis is required for this project due to the multiple apt complexes and some residential in the project area (i.e. Cross Meadow Drive, Hunter's View, Village at Symmes Crossing, and Wellington Place Apts) where it appears noise walls can potentially be effective and meet criteria. WSP will prepare a Noise Analysis per ODOT requirements meeting the "Medium" Project threshold of effort.

In our NEPA Document Development Mod, there was an If-Authorized Tasks for Noise Analysis for \$5,986. Per the scope at that time, the scope for Noise Analysis was assumed to be a low threshold level of effort. Since that time, ODOT has now required a full consultant prepared noise analysis at a medium level of effort. The scope of work has increased and the fee for this is \$24,748 which exceeds the prior If-Authorized amount.

Attached is the Fee Proposal along with a detailed Scope of Work.

There was a slight delay in preparing the scope as we have been checking with ODOT to confirm the scope of work would match their expectations.

As you know, we have been working on developing an additional contract mod for this project to cover the many out of scope items that have been added to the project since our last contract mod. I propose to include this Noise Analysis as part of our next Contract Mod. However, in the interest to move this forward as quick as possible, I have attached the scope and fee for the noise analysis scope of work for your review and approval. If I can get a response back from you to this email stating you approve of this scope of work and dollar amount, that will be enough documentation for us to being the work while we finalize the formal contract modification that will include this scope of work along with the other items that have been discussed.

Thanks and please let me know if you have any questions related to this.

Duane Phelps, PE
Sr. Project Manager, Sr. Supervising Engineer
Technical Principal



Phone: +1 513 639 2138
Mobile: +1 513 633 8825
Email: duane.phelps@wsp.com

WSP USA
312 Elm Street, Suite 2500
Cincinnati, OH 45202

wsp.com

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C-R-S		Fields Ertel Road Phase B Additio		PROPOSAL COST SUMMARY							Version: Feb 2017	
Consultant:	WSP USA Inc.			Consultant Overhead Rate:		157.25%						
Agreement No.	29077			Consultant Overhead Rate:		139.39%						
Modification No.	Noise			Cost of Money:		0.13%						
PID No.	0			Net Fee Percentage:		12%						
Proposai Date	7/28/2022											
				Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
Task Description												
AUTHORIZED TASKS:												
3 - Environmental Engineering Phase												
3.3 - Stage2												
3.3.H - Noise Wall Details				\$45.46	193	\$8,774	\$12,230	\$11	\$1,024	\$0	\$2,709	\$24,748
TOTAL 3.3 - Stage2				\$45.46	193	\$8,774	\$12,230	\$11	\$1,024	\$0	\$2,709	\$24,748
Total - 3 Environmental Engineering Phase				\$45.46	193	\$8,774	\$12,230	\$11	\$1,024	\$0	\$2,709	\$24,748
TOTAL AUTHORIZED PARTS				\$45.46	193	\$8,774	\$12,230	\$11	\$1,024	\$0	\$2,709	\$24,748
GRAND TOTAL				\$45.46	193	\$8,774	\$12,230	\$11	\$1,024	\$0	\$2,709	\$24,748

C-R-S		Fields Ertel Road Phase B Additional Design Support		PROPOSAL LABOR SUMMARY					Version: Feb 2017	
Consultant:	WSP USA Inc.									
Agreement No.	29077									
Modification No.	Noise									
PID No.										
Proposal Date	7/28/2022									
			QA	Analysis	Field Work, Analysis	Field Work			Proj Acct/ Clerical	Total
Task Description	\$59.75	\$45.66	\$40.81	\$40.00	\$0.00	\$0.00	\$0.00		Hours	Cost
AUTHORIZED TASKS:										
3 - Environmental Engineering Phase										
3.3 - Stage2										
3.3.H - Noise Wall Details	28	77	80	8					193	\$8,774
TOTAL 3.3 - Stage2	28	77	80	8	0	0	0		193	\$8,774
Total - 3 Environmental Engineering Phase	28	77	80	8	0	0	0		193	\$8,774
TOTAL AUTHORIZED PARTS	28	77	80	8	0	0	0		193	\$8,774
GRAND TOTAL	28	77	80	8	0	0	0		193	\$8,774

C-R-S		Fields Ertel Road Phase B Addit		DIRECT COSTS							Version: Feb 2017	
Consultant:	WSP USA Inc.											
Agreement No.	29077											
Modification No.	Noise											
PID No.	0											
Proposal Date	7/28/2022											
Task Description	Unit Cost:	Mileage	Auto Rental	Hotel	Meals	Equipment	Direct Cost 6	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total	
		\$0.58	\$120.00	\$151.00	\$74.00	\$75.00						
AUTHORIZED TASKS:												
3 - Environmental Engineering Phase												
3.3 - Stage2												
3.3.H - Noise Wall Details												
		500	3	1	2	1						\$1,024
	TOTAL 3.3 - Stage2	500	3	1	2	1	0	0	0	0	0	\$1,024
	Total - 3 Environmental Engineering Phase	500	3	1	2	1	0	0	0	0	0	\$1,024
	TOTAL AUTHORIZED PARTS	500	3	1	2	1	0	0	0	0	0	\$1,024
	GRAND TOTAL	500	3	1	2	1	0	0	0	0	0	\$1,024

C-R-S		Fields Ertel Road Phase B Additional Design Support			
Consultant:	WSP USA Inc.				
Agreement No.	29077				
Modification No.	Noise				
PID No.	0				
Proposal Date	7/28/2022				
Task Description	Consultant	Warren/Hamilton County	LPA	If-Authorized	Narrative
3.3 - Stage2					
3.3.H - Noise Wall Details	X				<p>ODOT's Noise and Air Quality Coordinator has determine that a full consultant-prepared noise analysis is required for this project due to the multiple apt complexes and some residential in the project area (i.e. Cross Meadow Drive, Hunter's View, Village at Symmes Crossing, and Wellington Place Apts) where it appears noise walls can potentially be effective and meet criteria. WSP will prepare a Noise Analysis per ODOT requirements meeting the "Medium Project threshold of effort. See attachment for additional scope information.</p>

SCOPE OF WORK

Traffic Noise Study

**Fields Ertel Road Improvements
Hamilton and Warren Counties, Ohio**

Prepared for:

Ohio Department of Transportation

Prepared by:

WSP USA

July 2022



Table of Contents

OVERVIEW.....	3
SCOPE OF WORK.....	3
1.0 DATA COLLECTION.....	3
2.0 MEASUREMENT OF EXISTING SOUND LEVELS	3
3.0 PREDICTION OF EXISTING AND FUTURE SOUND LEVELS.....	3
4.0 DETERMINATION OF NOISE IMPACTS	4
5.0 NOISE ABATEMENT EVALUATION	4
6.0 REPORT PREPARATION.....	4

Overview

This scope of work summarizes the items to be completed by WSP (hereafter referred to as the Consultant) to complete a Noise Analysis Report for the proposed Fields Ertel Road Improvements project in Hamilton and Warren Counties, Ohio. This scope of work covers data collection, measurement of existing sound levels, prediction of future sound levels, determination of noise impacts, noise abatement evaluation, and report preparation. Any items requested not specifically assigned below to the Consultant will be handled by a supplemental agreement. Assumptions for the scope of work are identified below, followed by the tasks that will be performed by the consultant.

Scope of Work

The following sections describe the work that the Consultant will undertake to complete the traffic noise study.

1.0 Data Collection

The Consultant will coordinate with the design team to obtain and review the roadways design files, traffic forecast and vehicle classification data. Noise sensitive land uses and Noise Sensitive Areas (NSAs) will be identified.

2.0 Measurement of Existing Sound Levels

The Consultant will collect ambient noise measurements. To establish existing noise levels, the Consultant will complete short-term (20-minute) noise measurements for TNM model validation at up to five (5) locations. Measurements will be completed at residential areas of frequent human use along existing roadways. Traffic and speed data will be collected during the validation measurements. All measurement equipment will meet ANSI Type 1 or Type 2 standards.

This task includes:

- Desktop review of potential measurement locations prior to trip;
- Preparation of a Noise Measurement Plan for OES noise staff review and approval;
- Coordination with OES noise staff to obtain measurement explanation letter;
- Completion of field measurement trip; and
- Processing of noise measurement and traffic count data.

3.0 Prediction of Existing and Future Sound Levels

The Consultant will use the FHWA Traffic Noise Model v2.5 (TNM) to predict Existing and Design Year Build condition, worst-hour equivalent sound levels at the identified receiver locations. All TNM modeling will be conducted in accordance with ODOT's current *Noise Analysis Manual*. Sound levels will also be predicted at representative distances to be included as planning information for local officials. This task includes:

- Development of an existing condition TNM model for the noise study area;
- Completion of TNM validation runs for up to 5 validation measurement sites;
- Processing of existing and future design year traffic data for TNM input;
- Development of a TNM model for the Existing condition and one (1) Build Alternative condition; and
- Troubleshooting of TNM model runs.



4.0 Determination of Noise Impacts

Noise impacts at the noise-sensitive land uses in each NSA will be determined in accordance with ODOT noise policy.

5.0 Noise Abatement Evaluation

Noise barriers will be evaluated using TNM for all impacted land uses in accordance with ODOT noise policy. Noise barriers are considered unlikely to be feasible and reasonable for this project. Based on review of the project area, this scope assumes up to 3 noise barrier evaluations will be included in the study. A Noise Wall Preliminary Placement Plan (NWPP) will be provided to ODOT for all noise barriers that are evaluated. The scope does not include preparation of Noise Barrier Design Tables.

6.0 Report Preparation

The Consultant will prepare the Noise Analysis Report and appendices. The report will meet the requirements laid out in the ODOT *Noise Analysis Manual*. The Consultant will develop a draft document and conduct a quality review. The Consultant will submit the report to ODOT for review and comment. The Consultant will then address comments and will submit the final report for ODOT approval, circulation and filing. All submittals will be accomplished digitally.

Project Schedule

The draft report will be submitted to Ohio DOT within three months of receiving notice to proceed and receiving all necessary data for the analysis. After review comments are received the final report will be completed within 14 calendar days.



312 Elm Street
Suite 2500
Cincinnati, Ohio 45202
Main: 513-639-2120
Fax: 513-421-1040

www.wsp.com

May 31, 2023

Mr. Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, Ohio 45036
Attn: Dominic Brigano, P.E., S.I., Assistant Bridge Engineer

Re: Proposal for Additional Consulting Services
Fields Ertel Road between Snider Road and Wilkens Boulevard
Mod #3+

Dear Mr. Tunison:

On behalf of WSP USA Inc. ("WSP"), I am submitting this Price Proposal for additional design services that have been requested on the Fields Ertel Road between Snider Road and Wilkens Boulevard Improvement project, as requested. This proposal covers the additional calculations requested by Hamilton County to provide additional detention within the project limits and for additional Duke Gas coordination to adjust some storm sewer laterals crossing Fields Ertel and for creating KMZ files requested by Duke Gas.

The total cost of the Price proposal is: \$13,941

Thank you for the opportunity to be of service. If you have any questions, or require additional information, please let me know.

Sincerely,

WSP USA Inc.

A handwritten signature in black ink, appearing to read 'Jared R. Love'.

Jared R. Love
Vice President
Columbus/Cincinnati Local Business Lead

Enclosure

SUMMARY OF COSTS

C-R-S	Fields Ertel Road Phase B Additional Design Support
Consultant:	WSP USA Inc.
Agreement No.	29077
Modification No.	3+
PID No.	0
Proposal Date	5/31/2023

Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
Planning Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Preliminary Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Engineering Phase								
\$54.06	98	\$5,298	\$7,131	\$21	\$0	\$0	\$1,491	\$13,941
Final Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED TASKS								
\$54.06	98	\$5,298	\$7,131	\$21	\$0	\$0	\$1,491	\$13,941
IF-AUTHORIZED TASKS:								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL								
	98	\$5,298	\$7,131	\$21	\$0	\$0	\$1,491	\$13,941

C-R-S Fields Ertel Road Phase B
Additional Design Support

PROPOSAL COST SUMMARY

Version:
Feb 2017

Consultant: WSP USA Inc.
Agreement No. 29077
Modification No. 3+
PID No. 0
Proposal Date 5/31/2023

Consultant Overhead Rate: 134.60%
Consultant Overhead Rate: 134.60%
Cost of Money: 0.40%
Net Fee Percentage: 12%

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:									
3 - Environmental Engineering Phase									
3.3 - Stage2									
3.3.B - Drainage									
3.3.B.E.2 - Detention Check and Edits	\$50.15	86	\$4,313	\$5,805	\$17	\$0	\$0	\$1,214	\$11,349
3.3.J - Utilities									
3.3.J.A - Utility Coordination and Documentation	\$82.08	12	\$985	\$1,326	\$4	\$0	\$0	\$277	\$2,592
TOTAL 3.3 - Stage2	\$54.06	98	\$5,298	\$7,131	\$21	\$0	\$0	\$1,491	\$13,941
Total - 3 Environmental Engineering Phase	\$54.06	98	\$5,298	\$7,131	\$21	\$0	\$0	\$1,491	\$13,941
TOTAL - Final Engineering Phase	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED PARTS	\$54.06	98	\$5,298	\$7,131	\$21	\$0	\$0	\$1,491	\$13,941
GRAND TOTAL	\$54.06	98	\$5,298	\$7,131	\$21	\$0	\$0	\$1,491	\$13,941

C-R-S

**Fields Ertel Road Phase B
Additional Design Support**

PROPOSAL LABOR SUMMARY

Version:
Feb 2017

Consultant: WSP USA Inc.
Agreement No. 29077
Modification No. 3+
PID No.
Proposal Date 5/31/2023

Task Description	Principal	Project Manager	Sr Engineer	Engineer	Sr Tech	Tech	Proj Accl/ Clerical	Total Hours	Cost
AUTHORIZED TASKS:									
3 - Environmental Engineering Phase									
3.3 - Stage2									
3.3.B - Drainage									
3.3.B.E.2 - Detention Check and Edits		8	8	62	8			86	\$4,313
3.3.J - Utilities									
3.3.J.A - Utility Coordination and Documentation		8	4					12	\$985
TOTAL 3.3 - Stage2	0	16	12	62	8	0	0	98	\$5,298
Total - 3 Environmental Engineering Phase	0	16	12	62	8	0	0	98	\$5,298
TOTAL - Final Engineering Phase									
	0	0	0	0	0	0	0	0	\$0
TOTAL AUTHORIZED PARTS	0	16	12	62	8	0	0	98	\$5,298
GRAND TOTAL	0	16	12	62	8	0	0	98	\$5,298

Resolution

Number 23-0762

Adopted Date June 13, 2023

AUTHORIZE THE PARTIAL RELEASE OF RETAINAGE IN THE BUILDING CRAFTS, INC. ESCROW ACCOUNT FOR THE RICHARD A. RENNEKER WATER SOFTENING PROJECT

WHEREAS, pursuant to Resolution 22-0251, this Board of County Commissioners authorized the President of the Board to sign corporate resolutions with 1st National Bank in Lebanon, Ohio to open and make withdrawals on accounts for retainage held on Water and Sewer Contracts; and

WHEREAS, Building Crafts, Inc. opened an escrow account with 1st National Bank of Lebanon, Ohio for the deposition of retainage amounts held on the construction contract of the Richard A. Renneker Water Softening Project; and

WHEREAS, the County has deposited the requisite funds into said escrow account, the sum total of which amounts to the maximum allowable 4% (8% of the first 50% of completed Labor and Materials costs) and a maximum allowable 8% of stored materials cost; and

WHEREAS, the Project Engineer is requesting a partial release of retainage in the amount of \$166,805.97 of said escrow account to pay Building Crafts, Inc. for work performed to date that is deemed substantial; and


NOW THEREFORE, BE IT RESOLVED to direct the President of the Board to authorize a withdrawal from the said escrow account for Building Crafts, Inc. in the amount of \$166,805.97.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor ✓
c/a—Building Crafts, Inc.

Water/Sewer (file)
Project file

Resolution

Number 23-0763

Adopted Date June 13, 2023

ENTER INTO A SERVICE AGREEMENT WITH MIDCO DIVING & MARINE SERVICES
ON BEHALF OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to enter into a Services Agreement with Midco Diving & Marine Services on behalf of the Warren County Water and Sewer Department for the cleaning and inspection of the RAR Aerator Water Tank #2 and Otterbein Water Tank, copy of said services agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: c/a—Midco Diving & Marine Services
Water/Sewer (file)

MIDCO

DIVING & MARINE SERVICES

March 27, 2023

Warren County Water Department
 Attn: Ed Turner
 P.O. Box 530
 Lebanon, OH 45036

RE: 2023 Tank Maintenance Project

Thank you for considering Midco Diving & Marine Services, Inc. – a proud member and supporter of the National Rural Water Association (NRWA). We are pleased to provide the following proposal to perform the scope of work outlined below.

All diving operations are fully insured for "Commercial Diving Operations" including: General Liability, Workman's Compensation, Hull Machinery, Protection and Indemnity, Pollution Liability, Maritime Employer's Liability, Contractor's Pollution, Automotive Liability, U.S.L.H., and Umbrella/Excess Liability/Bumbershoot. **Verifiable Certificates of Insurance with Current Limits** are available upon request.

Midco Diving & Marine Services, Inc. is in full compliance with OSHA 29 CFR 1910, Subpart T – Commercial Diving Operations regulations. OSHA specifies that the minimum acceptable dive crew size is three qualified divers. Not all firms comply with this mandate and continue to use two-person dive crews or unqualified personnel; please be aware of the safety concerns when evaluating our proposal.

Current diver and equipment certifications will be available on-site for review:

- Diver training – from an accredited commercial dive school (each dive team member)**
- Current First Aid/CPR training (each dive team member)**
- Annual medical examination determining diver is fit to perform assigned tasks (each dive team member).**
- Air purity test for break air source(s) – tested every 6 months**
- Breathing gas supply hoses – tested at least annually to 1.5 times their working pressure**
- Depth gauges – calibrated every 6 months**

TANK DESCRIPTION(S)

Tank	Capacity	Dimensions	Type
6193 Striker Tank 2	120K Gallons	14' High x 25' Width x 48' Length	Concrete Aeration
580 Ohio State 741	1.5M gallons	140' High x 80' Diameter	Composite Hydropillar

Inspection

The diver inspection with a live video recording will be transferred to a flash drive documenting our findings in each tank(s). Inspection procedures include, but are not limited to:

- Inlet / Outlet
- Overflow
- Roof and Roof Hatch
- Walls and Floors
- Baffles / Support Walls
- Interior Ladders
- Roof Vents
- Exterior Ladder & Rails
- Sumps
- Internal Plumbing
- Joints & Seams
- Telemetry
- Interior Coatings
- Exterior Coatings
- Sediment Depths
- Thermal Stratification
- Bio-film Buildup
- Passive / Active Mixers

Cleaning

Midco will remove up to three inches (3") of accumulated material from the storage tank floor using underwater vacuum procedures as needed. Material(s) that cannot be removed by normal vacuum procedures or material(s) in excess of three inches (3") will be removed for an **additional charge** with an estimated price given on site. Material(s) such as sand, gravel, and concrete are considered debris and will be removed by hand at an **additional charge**. All discharged materials, including water, are the responsibility of the Client, Owner, or Owners Representative unless prior arrangements are made.

Potable Water Operations -- All Midco divers and associated in-tank equipment are fully disinfected in accordance with ANSI/AWWA Standard C652-19. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving & Confined Space; including 1910.401 – 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA, and ADCI-approved commercial diving equipment as it relates to in-service potable water operations.



800.479.1558 (P)
 800.238.0217 (F)
 605.791.3030 (O)
 www.midcodiving.com
 info@midcodiving.com
 PO Box 513, Rapid City, SD. 57709



Revision Date: 01-06-2023

MIDCO

DIVING & MARINE SERVICES

Cleaning & Inspection Pricing (Including Inspection Video)	\$7,436.00
Additional Services	
<input type="checkbox"/> Confidential Report Utilizing EPA Guidelines	\$325.00 Each
<input type="checkbox"/> Confidential Full Written Report Utilizing EPA or State Guidelines	\$450.00 Each
<input type="checkbox"/> No Report(s) Requested	
<i>Pricing above does not include Local, State or Franchise Taxes – if any.</i>	

This proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of the Client, Owner, or Owners Representative and Midco hereby represents and certifies that they are fully empowered to bind the respective parties to this contract. Any contract that is not fulfilled will be subject to a cancellation fee. **Terms are net 10 days from completed on-site work;** Interest accrues at 1.5% monthly on any unpaid balance. Any fees required to obtain a city business license or any additional permits will be added to the final invoice at the current city rate plus appropriate markup. Please note the above pricing **does not include;** contract review, comprehensive dive plans, additional insurance requirements, third-party vendor verification site requirements, and/or any repair work unless stated with the above pricing. This proposal is valid for thirty (30) days from receipt.

- To expedite your project please be aware of the following:**
- The tank(s) must be full to overflow and in-service prior to the crews' arrival. In order to ensure diver safety, the headspace or air gap cannot exceed 10' from the access hatch regardless of overflow elevation.
 - Access into the reservoirs must be sufficient for safe diver entry and exit. A minimum hatch size of 24" in diameter, no hatch obstructions, and unobstructed road access to the tank is required.
 - Working with our scheduling department to complete the project in a timely and proficient manner, which may require weekend and/or holiday access.
 - It will be the responsibility of the Client, Owner, or Owner Representative to notify antenna operator and/or owners prior to crews' arrival for proper lockout of all antennas, RF devices (Radio Frequency Antennas) and EME sources (Electromagnetic Energy) that may interfere with Midco team safety and access to the water reservoirs.

This quote has been prepared exclusively for your firm using the information you provide. Incorrect or inaccurate information used for estimate purposes that delays progress may influence your final price. The utility is responsible for all-weather access for Midco crew(s) and equipment. Any damages related to tank and/or site location(s) because of poor site conditions, (ex. snow, rain, mud, etc.) and obstructed road access may result in additional fees and/or a nominal trip charge to be applied to the final invoice. Interruptions in the work progression, not in control of Midco Diving & Marine Services, Inc., such as weather or other delays may also affect your final pricing. If Midco Diving & Marine Services, Inc. is unable to complete the work as described above due to lack of weekend and/or holiday access, tank access, water levels, safety issues, etc. a nominal trip charge and/or standby fee will be added. The contents of this quotation are considered confidential and are not to be divulged to third parties. Please note, it is the Client, Owner, and Owner Representative's responsibility to test and maintain for water quality.

All Midco Diving quotes are subject to the availability of personnel and equipment. Upon approval, please sign and return by fax, email, or mail to Midco Diving & Marine Services, Inc.

Warren County Water Department
P.O. Box 530
Lebanon, OH 45036

Midco Diving & Marine Services, Inc.
PO Box 513
Rapid City, SD. 57709
P: (800) 479-1558
F: (800) 238-0217

Warren County BOCC

I have read, understand, and agree to the terms of this proposal:

By: [Signature]
Title: Regional Mgr
Date: May 22, 2023

By: Kelly Doak-Brimhall
Title: Ohio Regional Account Manager
Date: March 27, 2023

By: [Signature]
Title: President
Date: 6-13-23



800.479.1558 (P)
800.238.0217 (F)
605.791.3030 (O)
www.midcodiving.com
info@midcodiving.com
PO Box 513, Rapid City, SD. 57709



Revision Date: 01-06-2023

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 23-0764

Adopted Date June 13, 2023

APPROVE A SUBGRANT AGREEMENT WITH THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES ON BEHALF OF THE CHILD SUPPORT ENFORCEMENT AGENCY

BE IT RESOLVED, to approve a subgrant agreement with the Ohio Department of Job and Family Services for State Fiscal Years (SFY) 2024 and 2025, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available through the Ohio Department of Job and Family Services, as the duly authorized state agency, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Ohio Dept. of Job & Family Services
CSEA (file)
OGA

- G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Warren County CSEA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Warren County and of the Warren County CSEA (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance) ODJFS may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E).

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed in accordance with conditions, requirements and restrictions established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Monitor its subgrantees to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, federal and state requirements, and restrictions under OMB 2 CFR 200, including the provision of timely audits subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1 and 2 CFR 200.501.
- C. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.

- D. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- E. Promptly reimburse the Departments the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- F. Take prompt corrective action if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved. Correct action includes, but is not limited to, paying amounts resulting from an adverse finding, sanction, or penalty.
- G. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identifies reimbursements or other payments due to the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- H. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- I. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- J. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- K. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- L. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- M. Immediately take measures to incorporate paragraph K above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- N. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD-475A and/or AD-475B "And Justice for All" poster.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2023, through June 30, 2025, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.

- B. In addition to Article IV-A above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until, pursuant to ORC Section 126.07, the State of Ohio Director of the Office of Budget and Management first certifies there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2024 and 2025 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Chapter 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75, 2 CFR 400 and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the Departments' Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 Subparts (D) and (E), 45 CFR 75.302, and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures.
 - b. Accounting records.
 - c. Internal control over cash, real and personal property, and other assets.
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts.
 - e. Source documentation; and
 - f. Cash management.
 2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent

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

G-2425-11-6210

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the Warren County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with the Ohio Revised Code (ORC) Sections 307.98, 5101.21 and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS to Warren County for the operation of the Warren Child Support Enforcement Agency (CSEA) that is a standalone agency and performs all duties assigned to a child support enforcement agency. It is not applicable to subawards relating to any duties assigned to a county department of job and family services (CDJFS) under ORC Section 329.04, or to any duties assigned to a public children services agency (PCSA), nor is it applicable to subawards funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).

7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Director and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 2. Any of the parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- C. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, the Departments may take any or all of the following actions if Subgrantee, or any of its subgrantee(s): materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule.
 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action.
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance.
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity.
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement.
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities.
 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that ODJFS requires.

funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.

3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.
7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.

- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omniscircular, 2 CFR 200.508, et seq., that include, but are not limited to:
 1. Proper identification of federal awards received.
 2. Maintenance of required internal controls.
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs.
 4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512.
 5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
 6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and

7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Director and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 2. Any of the parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- C. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, the Departments may take any or all of the following actions if Subgrantee, or any of its subgrantee(s): materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule.
 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action.
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance.
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity.
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement.
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities.
 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that ODJFS requires.

- D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

C. **Subgrants**

1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
2. **Debarment and Suspension:** As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

3. Procurement: While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1 and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
5. Duties as Pass-through Entity: Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.
- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- E. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a pass-through entity evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- F. Counterpart. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

Signature Page Follows

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

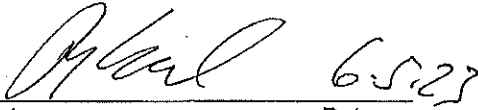
SIGNATURE PAGE

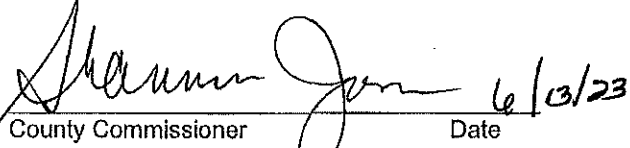
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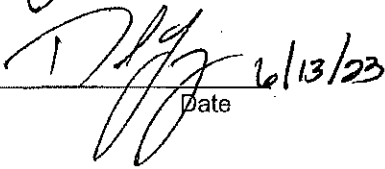
THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

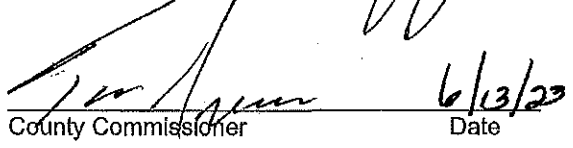
Warren County CSEA

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

	6.5.23	_____	_____
CSEA Director	Date	Matthew Damschroder, Director	Date

	6/13/23
County Commissioner	Date

	6/13/23
County Commissioner	Date

	6/13/23
County Commissioner	Date

APPROVED AS TO FORM



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

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

Resolution

Number 23-0765

Adopted Date June 13, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF MORROW RELATIVE TO THE FY21 VILLAGE OF MORROW TRAIN DEPOT COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

WHEREAS, the Village of Morrow has been awarded \$170,000 by Warren County for the FY21 Village of Morrow Train Depot CDBG Project; and

WHEREAS, total cost of project is anticipated to exceed award amount; and

WHEREAS, the Village of Morrow has agreed to fund the amount of the project that exceeds the award amount; and

BE IT RESOLVED, to approve and authorize the President of this Board to enter into an agreement with the Village of Morrow relative to the FY21 Village of Morrow Train Depot CDBG Project, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

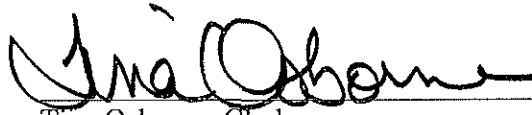
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: OGA (File)
c/a – Village of Morrow
Village of Morrow (file)

7. Modification. No modification or amendments of this Contract shall be effective unless made in writing and duly executed by the authorized party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

8. Waiver. No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of any party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

9. Termination. Either party can terminate this contract for convenience at any time by providing 15 days prior written notice of such termination. Village will be responsible for any services rendered for the Project prior to the date of termination.

10. Acceptance. The parties acknowledge that they have read and understood this Contract. The parties by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Contract forming a mutually binding contractual agreement which cannot be amended without a writing executed by the parties.

11. Public Record Act. Contractor acknowledges and agrees that Owner must comply with Ohio Public Records laws; this Contract, the related Proposal and any other public records related to the Project may be disseminated to the public, the parties agree that Owner is not responsible to maintain any confidentiality of records or documents that are in fact public records.

11. Power and Authority. Each party has the power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

IN EXECUTION WHEREOF, the parties have executed this Agreement as of the effective date set forth at the outset hereof.

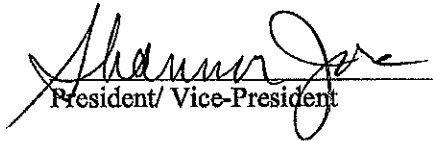
For the Village of Morrow:

Cassine C. Whitacre
Mayor / Administrator

May 31, 2023
Date

Resolution No. 1-21

**For the Warren County Board
Of Commissioners:**



President/ Vice-President

6.13.23

Date

23-0765

Resolution No.

Approved as to Form:



Adam M. Nice
Assistant Prosecuting Attorney
Warren County, Ohio

FY21 Village of Morrow – Train Depot CDBG Project Funding Contract

THIS AGREEMENT, is made as of the date of the last signature below by and between the Warren County Board of Commissioners, whose address is 406 Justice Drive, Lebanon, Ohio, hereinafter “County” and Village of Morrow whose address is 150 East Pike Street, Morrow, Ohio 45152 hereinafter “Village”, for the purposes of successfully completing the road improvement project named FY21 Village of Morrow – Train Depot CDBG Project.

The parties hereby agree as follows:

1. Duties of County:

- 1.1 County will award the Village \$170,000.00 in Community Development Block Grant [hereinafter CDBG] dollars for the FY21 Village of Morrow – Train Depot CDBG Project [hereinafter “Project”].
- 1.2 County will be responsible to accept price quotes for the necessary contracts for the Project, receive, and review competitive price quotes, negotiate, prepare, and execute any contracts for equipment, supplies, and construction of the Project.
- 1.3 County will be responsible to pay the full price of the project to the successful bidder; County will fund the project in-part using the awarded CDBG funds described in section 1.1; County will be reimbursed for the remainder of the contract price by Village pursuant to Section 2.1 of this Contract.

2. Duties of Village:

- 2.1 Village will be responsible to reimburse County the difference between the awarded CDBG dollars [\$170,000.00] and the combined price of all related contracts of \$197,565.00, for a total of \$27,565.00 to be paid by Village to County.

3. Term of Contract. This Contract will automatically conclude upon the full completion of the improvements as contemplated by this Agreement and final acceptance of those improvements by the Village.

4. Relationship of Parties. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

5. Governing Law and Venue. This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

6. Entire Contract. This Contract contains the entire contract between Contractor and Owner with respect to the matter thereof and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise not herein contained shall be of any force or effect.

Resolution

Number 23-0765

Adopted Date June 13, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF MORROW RELATIVE TO THE FY21 VILLAGE OF MORROW TRAIN DEPOT COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

WHEREAS, the Village of Morrow has been awarded \$170,000 by Warren County for the FY21 Village of Morrow Train Depot CDBG Project; and

WHEREAS, total cost of project is anticipated to exceed award amount; and

WHEREAS, the Village of Morrow has agreed to fund the amount of the project that exceeds the award amount; and

BE IT RESOLVED, to approve and authorize the President of this Board to enter into an agreement with the Village of Morrow relative to the FY21 Village of Morrow Train Depot CDBG Project, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: OGA (File)
c/a – Village of Morrow
Village of Morrow (file)

FY21 Village of Morrow – Train Depot CDBG Project Funding Contract

THIS AGREEMENT, is made as of the date of the last signature below by and between the Warren County Board of Commissioners, whose address is 406 Justice Drive, Lebanon, Ohio, hereinafter “County” and Village of Morrow whose address is 150 East Pike Street, Morrow, Ohio 45152 hereinafter “Village”, for the purposes of successfully completing the road improvement project named FY21 Village of Morrow – Train Depot CDBG Project.

The parties hereby agree as follows:

1. Duties of County:

- 1.1 County will award the Village \$170,000.00 in Community Development Block Grant [hereinafter CDBG] dollars for the FY21 Village of Morrow – Train Depot CDBG Project [hereinafter “Project”].
- 1.2 County will be responsible to accept price quotes for the necessary contracts for the Project, receive, and review competitive price quotes, negotiate, prepare, and execute any contracts for equipment, supplies, and construction of the Project.
- 1.3 County will be responsible to pay the full price of the project to the successful bidder; County will fund the project in-part using the awarded CDBG funds described in section 1.1; County will be reimbursed for the remainder of the contract price by Village pursuant to Section 2.1 of this Contract.

2. Duties of Village:

- 2.1 Village will be responsible to reimburse County the difference between the awarded CDBG dollars [\$170,000.00] and the combined price of all related contracts of \$197,565.00, for a total of \$27,565.00 to be paid by Village to County.

3. Term of Contract. This Contract will automatically conclude upon the full completion of the improvements as contemplated by this Agreement and final acceptance of those improvements by the Village.

4. Relationship of Parties. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

5. Governing Law and Venue. This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

6. Entire Contract. This Contract contains the entire contract between Contractor and Owner with respect to the matter thereof and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise not herein contained shall be of any force or effect.

7. Modification. No modification or amendments of this Contract shall be effective unless made in writing and duly executed by the authorized party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

8. Waiver. No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of any party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

9. Termination. Either party can terminate this contract for convenience at any time by providing 15 days prior written notice of such termination. Village will be responsible for any services rendered for the Project prior to the date of termination.

10. Acceptance. The parties acknowledge that they have read and understood this Contract. The parties by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Contract forming a mutually binding contractual agreement which cannot be amended without a writing executed by the parties.

11. Public Record Act. Contractor acknowledges and agrees that Owner must comply with Ohio Public Records laws; this Contract, the related Proposal and any other public records related to the Project may be disseminated to the public, the parties agree that Owner is not responsible to maintain any confidentiality of records or documents that are in fact public records.

11. Power and Authority. Each party has the power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

IN EXECUTION WHEREOF, the parties have executed this Agreement as of the effective date set forth at the outset hereof.

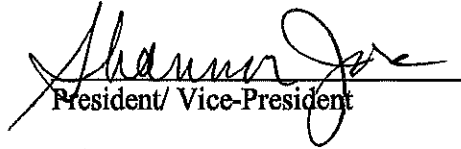
For the Village of Morrow:

Cassie C. Whitmore
Mayor / Administrator

May 31, 2023
Date

Resolution No. 1-21

**For the Warren County Board
Of Commissioners:**



President/ Vice-President

6.13.23

Date

23-0765

Resolution No.

Approved as to Form:



Adam M. Nice
Assistant Prosecuting Attorney
Warren County, Ohio

Resolution

Number 23-0766

Adopted Date June 13, 2023

APPROVE AMENDMENT #4 TO THE AGREEMENT WITH UNIVERSAL TRANSPORTATION SYSTEMS, LLC AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, pursuant to Resolution #20-1634, Warren County entered into an agreement with Universal Transportation System, LLC for the operation of Warren County Transit Service; and

WHEREAS, Warren County agrees to amend the contract to increase the hourly rate to \$35.46; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment #4 with Universal Transportation System, LLC and authorize the President of this Board to sign documents relative thereto, as attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: c/a – Universal Transportation Systems LLC
OGA (file)
Transit (file)

**AMENDMENT #4
TO CONTRACT FOR
TRANSPORTATION SERVICES**

This Amendment #4 to the Contract for Transportation Services (the "Amendment" or "Amendment #4") is entered into by the Warren County Board of County Commissioners (the "County") and Universal Transportation Services LLC ("UTS"), which shall be effective on the date the last party executes this Amendment. UTS and the County may jointly be referred to herein as the "parties."

WHEREAS, the parties entered into a Contract for Transportation Services on November 17, 2020 (the "Contract"), as authorized by Resolution Number 20-1634, with the term of the Contract being one (1) year beginning January 1, 2021 and ending December 31, 2021, with renewal options for four (4) additional one (1) year periods, upon mutual agreement of the County and UTS; and

WHEREAS, the Contract established the compensation for the vehicle revenue hourly rate with a not to exceed 29,640 vehicle revenue hours, and an amount not to exceed gross operations, administrative cost and reasonable profit to UTS, for the first year and each annual option to renew, as follows:

Year	Compensation (vehicle revenue hourly rate)	Level of Funding (an amount not to exceed)
2021	\$31.37	\$933,698
2022	\$32.15	\$957,041
2023	\$32.96	\$980,968
2024	\$33.78	\$1,005,490
2025	\$34.63	\$1,030,630

WHEREAS, for the term beginning January 1, 2021 and ending December 31, 2021, in accordance with the terms of the Contract the compensation was \$31.37 per vehicle revenue hour of service not to exceed 29,640 vehicle hours of service, and the amount not to exceed \$930,000 for gross operations and administrative costs of, and reasonable profit to, UTS; and,

WHEREAS, the parties entered into "Amendment #1" to the Contract on January 11, 2022, as authorized by Resolution Number 22-0052, exercising the option to extend the term of the Contract beginning January 1, 2022 and ending December 31, 2022, and further established the compensation at \$32.15 per vehicle revenue hour not to exceed 29,766 vehicle hours of service, and the amount not to exceed \$957,000 for gross operations and administrative costs of UTS; and,

WHEREAS, the parties entered into "Amendment #2" to the Contract on August 20, 2022, as authorized by Resolution Number 22-1315, amending the compensation section of the Contract allowing UTS to invoice the County for the cost of cameras, not to exceed \$9,180.00 annually, with GPS capability for the purpose of improving safety and trip request capability; and,

WHEREAS, the parties entered into "Amendment #3" to the Contract on December 6, 2022, as authorized by Resolution Number 22-1838, exercising the option to extend the term of the Contract beginning January 1, 2023 and ending December 31, 2023, and further established the compensation at \$32.96 per vehicle revenue hour not to exceed 29,766 vehicle hours of

service, and the amount not to exceed \$981,000 for gross operations and administrative costs of UTS; and,

WHEREAS, in February, 2023, UTS requested the County increase the compensation an additional \$2.50 per vehicle hour, for a total of \$35.46 per vehicle hour not to exceed 29,766 vehicle hours, in order to retain current drivers and dispatchers, and to be competitive for hiring additional drivers and dispatchers; and,

WHEREAS, the Contract expressly provides that the parties, by mutual agreement, may increase the not to exceed amount (resulting in an increase in compensation per vehicle hour); and,

WHEREAS, the Board is willing to increase the compensation an additional \$2.50 per vehicle hour as long as the additional \$2.50 per vehicle hour is used exclusively to increase the wages of current drivers and dispatchers upon the effective date of this Amendment, and effective at the time UTS hires new drivers and dispatchers; and,

WHEREAS, the Board's willingness to agree to the foregoing is with the understanding that the contract for transportation services will not be extended in 2024, instead the County will publish a Request for Proposal ("RFP") for a new term beginning January 1, 2024 and thereafter.

NOW THEREFORE, for the consideration recited herein, the parties do hereby enter into this Amendment and agree to the following:

The Contract is hereby amended as follows:

SECTION 7. COMPENSATION of the Contract and all amendments thereto, shall be amended as follows:

Subject to the following condition precedent, UTS shall submit properly documented invoices to the County, not more than once a month, based on vehicle hours of service. The vehicle hourly rate shall be \$35.46, not to exceed 28,000 vehicle hours. After reviewing and verifying invoices, the County will process said invoices and remit payment within thirty (30) days, contingent on the availability of federal, state and/or local funds. UTS may cease to provide services under this Agreement should County fail to compensate UTS for services rendered.

The foregoing obligation of the County to pay \$35.46 per vehicle service hour is an increase of \$2.50 of the hourly rate which must be used exclusively for increases to the current drivers and dispatchers wages beginning the effective date of this Amendment, and to new hires. UTS shall provide the County with an accounting, along with the monthly documented invoice, evidencing the increase of \$2.50 per hourly rate was used exclusively for increasing drivers and dispatchers wages.

A "Vehicle Hour" is defined as, "from the time the vehicle picks up the first passenger until the time the vehicle drops off their last passenger, excluding any scheduled lunch breaks".

PAYMENT TERMS. The County shall pay UTS within 30 days of receipt of UTS' invoice.

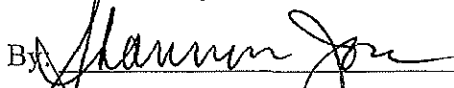
DISPUTED INVOICES. In the event the County disputes any portion of UTS' invoice, the County shall notify UTS in writing within fourteen (14) days of receipt of UTS' invoice.

The County shall pay the undisputed portion of the invoice within thirty (30) days of receipt of UTS' invoice.


DISPUTE RESOLUTION. UTS and the County shall meet within fourteen (14) days of UTS' receipt of the County's notice of a disputed invoice to attempt to negotiate a resolution to the dispute. In the event UTS and the County cannot resolve the dispute through negotiation, the dispute will be resolved in accordance with Section 31 of the Contract.

All other provisions of the Contract and any amendments thereto not otherwise amended hereby shall remain in effect. In the event of a conflict between this Amendment #4, the Contract, Amendment #1, Amendment #2, and Amendment #3, the parties irrevocably agree that Amendment #4 shall be controlling.

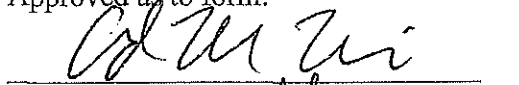
Warren County Board of Commissioners

By: 
Title: President
Date: 6-13-23

Universal Transportation Systems LLC

By: 
Title: CEO
Date: 5-26-23

Approved as to form:


~~Bruce A. McGary~~, Adam M. Nico
Assistant County Prosecutor

Resolution

Number 23-0767

Adopted Date June 13, 2023

AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A SUBGRANT AWARD AGREEMENT ON BEHALF OF THE GREATER WARREN COUNTY DRUG TASK FORCE

BE IT RESOLVED, to authorize the President of this Board to sign a Subgrant Award Agreement, Subgrant Number 2022-DL-LEF-5827, on behalf of the Greater Warren County Drug Task Force in accordance with the provisions of the Ohio Drug Law Enforcement Fund (DLEF), as set forth by the Ohio Office of Criminal Justice Services (OCJS), the duly authorized State Agency, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from State of Ohio Office of Criminal Justice Services, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

vsp/

cc: c/a – Ohio Office of Criminal Justice Services
OGA
W.C. Drug Task Force (file)
Auditor's Office – Brenda Quillen



Department of Public Safety



Mike DeWine, Governor
John Husted, Lt. Governor

Andy Wilson, Director
Nicole M. Dehner, Executive Director

SUBGRANT AWARD AGREEMENT

Subgrant Number: 2022-DL-LEF-5827

Title: Greater Warren County Drug Task Force

In accordance with the provisions of the Ohio Drug Law Enforcement Fund (DLEF) as enacted by the 127th General Assembly of Ohio in House Bill 562 on September 23, 2008 and as set forth in Ohio Revised Code Section 5502.68 Ohio Drug Law Enforcement Application 2022, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:	Warren County, Ohio		
Implementing Agency:	Greater Warren County Drug Task Force		
Award Periods:	07/01/2023 to 06/30/2024		
Closeout Deadline:	08/29/2024		
Award Amounts:	OCJS Funds:	\$106,980.03	75%
	Cash Match:	\$35,660.01	25%
	Inkind Match:	\$0.00	
	Project Total:	\$142,640.04	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

Nicole Dehner, Executive Director

5/31/2023

Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.

x

President - Board of County Commissioners
Warren County, Ohio

6-13-23

Date

Major/Commander
Greater Warren County Drug Task Force

APPROVED AS TO FORM

Adam M. Nice
Assistant Prosecuting Attorney

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to protect the public safety of all citizens with the most cost-effective and service-oriented methods available."

Ohio Drug Law Enforcement Application 2022

Organization: Greater Warren County Drug Task Force

2022-DL-LEF-00007

Title Page

A. Program Area: ✓ LEF - Law Enforcement
B. Title of Project: Greater Warren County Drug Task Force
C. Project Period: 7/1/2023 to: 6/30/2024 Extension:
D. Continuation of Subgrant Number: 2021-DL-LEF-5827
E. Focus of Application: City ✓ County Township Village State
F. Budget Summary:
 OCJS Funds: \$187,500.00
 Cash Match: \$62,500.00
 Inkind Match: \$0
Total Budget: \$250,000.00

See Directives for Eligibility

G. Project Director: Prefix: Mr. FirstNa Steven M.I.: C LastNa Arrasmith Suffix:
 me: me:
 Title: Major/Commander Agency: Greater Warren County Drug Task Force
 Address: 822 Memorial Drive City: Lebanon Zip: 45036 - 2355
 Phone: 513-695-0070 Ext. 5850 Fax: 513-336-9097
 Email: arrasmith@wcdff.org County: Warren

H. Implementing Prefix: Mr. FirstNa Steven M.I.: C LastNa Arrasmith Suffix:
 me: me:
 Title: Major/Commander Agency: Greater Warren County Drug Task Force
 Address: 822 Memorial Drive City: Lebanon Zip: 45036 - 2355
 Phone: 513-695-0070 Ext. 5850 Fax: 513-336-9097
 Email: arrasmith@wcdff.org County: Warren
 Website: www.wcdff.org

I. Subgrantee: Prefix: Mr. FirstNa Tom M.I.: LastNa Grossmann Suffix:
 me: me:
 Title: President - Board of County Agency: Warren
 Commissioners County, Ohio
 Address: 406 Justice Drive City: Lebanon Zip: 45036 - 2355
 Phone: 513-695-1257 Ext. Subgrantee
 Email: tom.grossmann@co.warren.oh.us County: Warren Tax I.D.: 316000058

Vendor ID and Address code to be completed by OCJS:

Non-state Agency OAKS Vendor ID OAKS Address Code

State Agency OAKS Vendor ID Vendor Location

Overage
Split Funding

Unique Entity Identifier: VK7ZTVVZ8EE
 5
 Primary Place of Performance:
 City: Lebanon
 State: Ohio
 Zip: 45036 - 2355

Problem Statement

Please see the Request For Proposal (RFP) for this grant program for guidance on completing this section. The RFP can be found at www.ocjs.ohio.gov

PROBLEM: Our primary problem to be addressed by this project is the ongoing drug trafficking activity and drug related criminal offenses occurring throughout the communities we serve. As our population continues to grow, so too does our number of addicted citizens. Our growing population provides a significant customer base for local drug traffickers, as well as traffickers operating from the nearby cities of Dayton and Cincinnati. These two major metropolitan areas remain the most significant local source cities for the majority of illegal drugs impacting our jurisdiction on a daily basis. The collateral damage of all drug trafficking activities continue to negatively impact people's lives and effect overall crime throughout our jurisdiction.

We have continued to experience a changing primary drug threat from heroin and fentanyl, to crystal methamphetamine. The availability of crystal methamphetamine remains consistent, with unlimited sources of supply located throughout our jurisdiction and southwest Ohio. Regardless of this trend shift, the devastation of the heroin/fentanyl crisis and opiate addiction also remain present in our communities. Although crystal methamphetamine and heroin/fentanyl remain our greatest threat, other commonly trafficked and abused drugs such as cocaine, marijuana, hash products and other drugs continue to be readily available.

The opiate crisis as well as all drug trafficking and abuse continue to negatively impact the communities we serve. Consistent with other jurisdictions in the state, we continue to experience overdoses and overdose deaths impacting our target population. Overdoses continue to involve various drug cocktails of fentanyl mixed with methamphetamine, cocaine and other drugs. A review of current data provided by the Warren County Coroner's Office indicate a decrease of approximately 42% in drug related deaths from 2021 to 2022. As of December 9, 2022 the Coroner reports 43 drug related deaths to date, in comparison to 74 deaths on this same date in 2021. This local data continues to record unacceptable numbers of deaths. In addition to supporting the need for specialized drug investigations to reduce supply, this data also indicates that far too many individuals in our jurisdiction remain in need of education, treatment and rehabilitation services. The continued loss of life and overall devastation related to drug addiction renews our commitment to reduce drug supplies and to continue educating our community and school age children regarding the devastating impact of drug abuse.

A review of statewide seizure data, as provided by the Ohio Department of Public Safety (DPS), ranked Warren County drug seizures as some of the highest in the state in 2021. Current data recorded for 2022 indicate another year of significant drug seizures as a result of drug task force operations. According to the December 2022 statewide report prepared by DPS, Warren County drug seizures in comparison to other Ohio counties ranked as follows: Fentanyl (15th), Methamphetamine (8th), Marijuana (5th), Cocaine (4th), and Prescription Drugs (2nd).

The High Intensity Drug Trafficking Area (HIDTA) Threat Assessment & Strategy for 2022 indicates that fentanyl and methamphetamine remain two of the greatest drug threats in the Ohio HIDTA area of responsibility. HIDTA further indicates that synthetic opioids (fentanyl) and crystal methamphetamine are highly available throughout all participating jurisdictions, with 75% of task forces reporting fentanyl and other synthetic opioids as readily available, and their greatest drug threat. Additionally, HIDTA reports an 81% increase in the availability of crystal methamphetamine across reporting task forces in 2022. Ohio HIDTA task forces seized 1,497 kilos of methamphetamine in 2021 indicating a 219% increase from 2020. Fentanyl seizures by Ohio HIDTA task forces were recorded as 472 kilos in 2021 which indicated a 123% increase in seizures from 2020. Various DEA threat assessment publications also support this data, indicating moderate to high availability for these same drugs nationally.

Our Drug Task Force activity in 2021 resulted in 476 cases & tips resulting in 192 felony arrests. Our investigative team also executed 74 search warrants and seized 59 firearms. As of mid-December 2022, our activity includes 437 new cases & tips resulting in 134 felony arrests. Our team also served 132 search warrants and seized 79 firearms to date.

DEMOGRAPHIC INFORMATION/AREA SERVED: The Warren County Drug Task Force serves a diverse community encompassing a rural and urban population made up of all of Warren County and the City of Wilmington in Clinton County. According to the United States Census Bureau, our combined target population is 259,055 citizens. This includes 246,553 in Warren County and 12,502 in the City of Wilmington in Clinton County. Our enforcement area is over 414 square miles and covers 15 law enforcement jurisdictions, all of which rely solely on our drug task force for their specialized drug enforcement services. Without our drug task force, specialized drug investigations would not exist in our jurisdiction as other law enforcement agencies lack adequate manpower to replace our drug enforcement efforts.

Problem Statement

According to the Warren County Chamber Alliance, Warren County remains one of the fastest growing counties in the State of Ohio. We are located in southwest Ohio, between Dayton and Cincinnati. We are flanked by two major interstate highways (I-75 and I-71), allowing the flow of drugs into our communities. This provides easy access for drug traffickers in Dayton and Cincinnati to prey on our addicted population. Our target population in Warren County is comprised of 84% white, 3.9% African American, 6.9% Asian, 2% two or more races, 3.2% Hispanic/other. The City of Wilmington reports 87.6% white, 4% African American, 1.1% Asian, 4.6% two or more races, 2.7% Hispanic/other.

Project Description

Please see the Request For Proposal (RFP) for this grant program for guidance on completing this section. The RFP can be found at www.ocjs.ohio.gov

PROJECT DESCRIPTION & PLAN OF ACTION: Our project description and plan of action involves a two part strategy. Part One is the continued coordination of specialized drug investigations through our existing multi-jurisdictional Drug Task Force. These specialized investigations directly impact the supply of drugs within the communities we serve. Part Two of our project is a continued coordinated effort to increase drug education and prevention strategies within our community, with an increased focus on our school age children.

Part One will involve the application of a variety of specialized investigative techniques to address the ongoing drug trafficking and drug abuse related problems, previously mentioned in our Problem Statement. These specialized techniques remain consistent regardless of the oftentimes changing drug threats throughout our jurisdiction from year to year. Our supervisory staff, partially funded by this project, will participate in and monitor all daily operations of our task force. This includes the activities and investigations of a team of detectives, as well as a uniform highway interdiction team. Our highly trained detective staff of nine personnel will continue to focus on undercover operations, as well as prescription drug diversion investigations. These detectives will utilize current and accepted techniques to target drug traffickers operating in and impacting our jurisdiction. In addition, our uniform highway interdiction team consisting of three Troopers, and one uniform supervisor from the Ohio State Highway Patrol will continue to target the flow of illegal drugs into our jurisdiction and throughout southwest Ohio. This team is assisted by two drug detection canines. All enforcement efforts will be supported by our Investigative Assistant and a Criminal Intelligence Analyst from the Ohio National Guard Counter Drug Unit. These specialized enforcement efforts are essential to accomplishing our mission of reducing the overall availability of drugs being trafficked and abused throughout our jurisdiction.

The overall supervision of our task force is necessary to maintain the ongoing integrity and public trust expected of a professional law enforcement operation in 2022-2023, and beyond. With approved project funding, we will maintain two of our three current supervisory positions which are essential to the overall operation of our task force. Project funding is requested to sustain the current Commander (Major), and Field Commander (Lieutenant) positions which are both critical to providing specialized drug enforcement services within our community. These positions are essential to accomplish our mission of decreasing the supply of drugs in the communities we serve.

Our project model remains one of consistent and aggressive enforcement, in full compliance with the Best Practices Manual developed by the Ohio Task Force Commanders Association. In addition, our project model also includes modern investigative techniques recognized through the Center for Problem-Oriented Policing as listed in Guide No. 31, for drug trafficking in open-air markets. This includes arresting drug sellers in buy and bust operations, intelligence-led investigative work, operating a telephone hotline for tips, and the encouragement of community action, that has been in existence at the Warren County Drug Task Force for 23+ years. These techniques have a lengthy history of producing positive results regardless of changing drug threats and continue to improve the overall quality of life in our communities. This project will apply proven drug task force strategies and investigative practices to target and disrupt the flow of drugs and drug proceeds from cartels and other traffickers, who prey upon our addicted population. We remain committed to the coordinated efforts of all Ohio drug task forces, as well as our local and federal partners, to include the Ohio Department of Public Safety, and the Ohio Attorney General's Office.

The diversity of our task force increases our effectiveness and allows us to simultaneously address various drug trafficking and related offenses resulting in the maximum impact on the communities we serve. Historical data for 23+ years of task force operations, and the successes of our project model include approximately 6,700+ criminal cases, 4,100+ felony drug arrests and approximately 1,229 search warrants. Additionally, as a result of these investigations, our task force has seized over 867 firearms and multi-millions of dollars in illegal drugs and drug proceeds. This type of enforcement activity is essential to maintaining the quality of life for our target population, in one of the fastest growing counties in Ohio.

Part Two of our project will require our continued commitment to providing drug education to our community with an emphasis on parents and our school age children. This involves our collaboration with the Substance Abuse Prevention Coalition of Warren County. We will continue to utilize various public events such as National Night Out, Touch a Truck, Red Ribbon Week and other gatherings to present drug education presentations to the public. These public events provide a platform for us to engage with our community to emphasize the devastation associated with drug abuse. During these types of events, we will continue to encourage open communication between law enforcement and our community, to enhance our overall effectiveness and improve the quality of life throughout our jurisdiction. Our continued partnership with the Substance Abuse Coalition of Warren County allows us to further

Project Description

extend our message by reaching parents and school age children during conferences, open houses, individual and group sessions, and other school related functions. This part of our project remains part of our ongoing effort to stop addiction before it starts, as enforcement efforts alone have proven inadequate.

Ohio Drug Law Enforcement Application 2022

Organization: Greater Warren County Drug Task Force

2022-DL-LEF-00007

Sustainability/Accomplishments/Obstacles

Please see the Request For Proposal (RFP) for this grant program for guidance on completing this section. The RFP can be found at www.ocjs.ohio.gov

Sustainability Plan: The Warren County Drug Task Force recognizes the importance of a diverse sustainability plan to maintain staffing, and to ensure project longevity. The reality of unstable and inconsistent funding for drug task forces such as ours is a never ending concern, and remains a direct threat toward our ability to safely operate and effectively improve the quality of life for our target population.

Our ongoing sustainability plan involves the use of multiple funding sources with the primary purpose of maintaining full time staffing to support our mission. While most of our investigative and enforcement staff are fully funded by their employing agencies, our supervisory staff, one support person and all operating and investigative expenses are not. Our long term plan involves the use of diversified funding sources including the Ohio High Intensity Drug Trafficking Area (HIDTA) Program, the Ohio Drug Law Enforcement Grant, the Justice Assistance Grant, the Recovery Ohio Law Enforcement Fund, as well as financial contributions from the Warren County Commissioners and most local communities within our jurisdiction.

The financial contributions requested from our local communities are based upon \$1 per citizen using the most recent Census numbers. This program is vital to help sustain our unit and also helps create strong partnerships with the jurisdictions we serve. As with all our funding sources, this too is ever changing and unpredictable based upon the financial stability of our individual communities each year. While participation in this program is strongly supported by most larger jurisdictions, some smaller Villages and Townships are unable to participate on a regular basis. Without this creative funding program and collaboration with our community, we would be unable to continue to provide services to our target population at current staffing levels.

Accomplishments: The Warren County Drug Task Force has existed in its current capacity for 23+ years. We remain the only law enforcement unit in our jurisdiction responsible for conducting specialized drug investigations in one of the fastest growing counties in the State of Ohio. Our accomplishments over the years have been many, to include the investigation of over 6,300 cases, resulting in over 4,000 arrests. Our task force has evolved from a 2-person team in 1999, to the 19-person, multi-jurisdictional task force it is today. Many investigations have resulted in arrests across the United States, directly impacting our target population and the quality of life in our jurisdiction.

Some highlights include a 2003 investigation of a large drug trafficking organization and a drug related homicide. This was a multi-year investigation resulting in (7) individuals being charged in connection with a murder, as well as one of the largest drug seizures in Warren County history to include 713 pounds of marijuana, 11+ pounds of crystal methamphetamine, 2.89 pounds of powdered Ecstasy, 34 kilograms of cocaine and 33,000 Xanax (Alprazolam) tablets. In 2007, our Drug Task Force completed a long-term investigation involving an undercover web page and the illegal sale of prescription drugs via the internet. This investigation concluded in San Diego, CA when Warren County Drug Task Force detectives delivered 3,000 - 80mg OxyContin tablets to two Tijuana, Mexico residents involved in the illegal international distribution of prescription drugs. This delivery occurred after the suspects wire transferred a deposit into an undercover bank account in our jurisdiction.

In 2011, our Drug Task Force identified a multi-county, multi-state steroid trafficking organization responsible for distributing bulk amounts of steroids across the country. Drug Task Force Detectives traveled to Tennessee, executing search warrants and discovering a clandestine steroid laboratory. Seized during this investigation were, 33,912 doses of steroids, and 5,413 vials of injectable steroids. As a result of this investigation, (32) individuals were indicted with over 248 felony counts for various drug trafficking crimes.

During 2017-2018, detectives targeted a large drug trafficking organization in the Dayton area. This organization was responsible for supplying kilogram quantities of methamphetamine throughout southwest Ohio to include multiple mid-level traffickers in Warren County. Five search warrants were executed during this investigation resulting in the seizure of 10 ounces of methamphetamine, 1500 fentanyl tablets and 23 firearms. This investigation resulted in (14) individuals being indicted by a federal grand jury. During 2020, detectives identified a California based cocaine source supplying our jurisdiction and others in southwest Ohio. Detectives successfully seized 25 kilos of cocaine and 9+ kilos of methamphetamine as a shipment arrived at a local truck stop. The California source and his courier were arrested and prosecuted. In 2021, detectives investigated an international source of Rx resulting in the seizure of 65,000 doses of various Rx drugs.

These accomplishments highlight only a few cases of many that emphasize the hard work and commitment of our Drug Task

Ohio Drug Law Enforcement Application 2022

Organization: Greater Warren County Drug Task Force

2022-DL-LEF-00007

Sustainability/Accomplishments/Obstacles

Force. These types of investigations directly impact the quality of life in our jurisdiction and continue to increase the support we receive from our community. Quality investigations continue to sustain the confidence of key stakeholders participating in the ongoing partnership of this project.

Obstacles: The primary obstacle impacting this ongoing project continues to be the instability of available funding to support the long-term operation of our Drug Task Force. This is especially critical in our jurisdiction as we remain the sole provider of specialized drug enforcement services to our target population. The reality of drug abuse and addiction are clear, requiring continued efforts to maintain our project.

Project Objectives

Describe the outcomes or changes anticipated as a result of the proposed project. The achievement of the objectives should provide an outcome that reflects a measurable change for the target population due to the services offered by the program. Provide two objectives, with performance measures and baseline numbers that further the goal of the selected Program Area. Application will be evaluated on how effectively it:

- clearly identifies project objectives (measured change as a result of implementing the proposed project), performance measures (how you will measure that change, what instruments and/or tools are to be used, etc.), and any baseline data that exists. The project objectives should be logically and clearly linked to the identified problem and the proposed approach/response as discussed in the previous sections of the application. Performance indicators should be appropriate to the Objective and be a measure of success in accomplishing the Objective.

EXAMPLE	<u>OBJECTIVE</u>	<u>PERFORMANCE INDICATOR</u>	<u>BASELINE NUMBER</u>	<u>PERFORMANCE DATA COLLECTION</u>
	Measure of change that will result from the proposed project during project period.	Information collected to document expected changes.	Number documenting what occurred during the past year.	The method in which the data will be collected and the means by which it will be stored for later analysis.
EXAMPLE: OBJECTIVE (Increase)	Increase by 10 the number of crime prevention programs presented to residents in Cardinal County by December 31, 2012.	The number of crime prevention programs presented in Cardinal County.	Five crime prevention programs were presented to residents between January 1, 2011 and December 31, 2011.	Data on each crime prevention program (program description, program coordinator, target audience, date of program, number of attendees, etc.) will be documented by the program's coordinator as it occurs, and all programs will be captured in spreadsheet format so that calculations can be made across the programs for the grant period.
EXAMPLE: OBJECTIVE (Decrease)	Achieve a 25% reduction in recidivism among those successfully completing the program by December 31, 2012.	The numbers of new crimes or technical violations that program participants are charged with up to 12 months after discharge from the program.	20% reduction in recidivism as defined by new charges or technical violations was achieved between January 1, 2011 and December 31, 2011.	Program staff will receive a monthly report from the agency responsible for supervision documenting the number of new crimes or technical violations that participants are charged with. This information will be collected by program staff in a spreadsheet for ease of calculation for the grant period.
EXAMPLE: OBJECTIVE (Maintain)	Maintain the current level of client satisfaction with services being delivered between January 1, 2013 and December 31, 2013.	The level of client satisfaction as reported on the Client satisfaction survey administered upon termination from the program.	Participants reported a 95% satisfaction rate on delivered services between January 1, 2011 and December 31, 2011.	Program staff will distribute client satisfaction surveys to each program participant. Data will be collected from all returned surveys and these results will be entered into a spreadsheet for ease of calculation for the grant period.

Please see the Request For Proposal (RFP) for this grant program for guidance on completing this section. The RFP can be found at www.ocjs.ohio.gov

Project Objectives**FIRST PROJECT OBJECTIVE**OBJECTIVE

Our first objective for this ongoing project is to maintain a consistent and acceptable number of cases in comparison to the average number of cases conducted in previous years. A two-year average will be applied to determine a baseline number and evaluate success. Consistent cases and specialized drug investigations will insure a proper response to the needs of our target population, regardless of any changing drug threats during the project period.

PERFORMANCE INDICATOR

Our performance indicator will be the total number of cases during this project period, compared to our past performance and activity during the calendar years of 2021 and 2022.

BASELINE NUMBER

The baseline number for this objective is 456 cases for the project period. As the annual number of cases/investigations can fluctuate, averaging past performance establishes a reasonable baseline to evaluate project activity. This baseline number was established by averaging past performance of 476 cases in 2021 and 437 in 2022.

HOW WILL PERFORMANCE DATA BE COLLECTED?

Data will be collected throughout the project period utilizing the drug task force investigative management system (Matrix) as cases are developed. This system is utilized by detectives to enter, update and maintain investigations. It is also utilized by support staff and supervisors to complete required reports for our task force Policy Board, OCJS (DISCO) and HIDTA.

SECOND PROJECT OBJECTIVEOBJECTIVE

Our second objective for this project is to conduct a consistent number of drug education and prevention presentations to our target population. This objective includes education presentations at various community events throughout our jurisdiction, with a concentrated focus toward our school age children and their parents. We recognize that continued anti-drug use education and prevention remain critical in our efforts to stop addiction before it starts.

PERFORMANCE INDICATOR

The performance indicator for this objective will be the average number of drug education events using the total number of events for 2021, and 2022. We remain committed to providing drug education to our target population and feel this objective must remain a priority of this project. This objective requires our continued collaboration with the Substance Abuse Prevention Coalition of Warren County and an emphasis toward our school aged population, teachers and parents.

BASELINE NUMBER

Drug education and prevention events during 2021 were recorded at 96 events reaching citizens, teachers, parents and students. During 2022, 84 events were conducted reaching the same audience. The combined 2-year average of this data established baseline numbers for this project at 90 events/presentations for the project period.

HOW WILL PERFORMANCE DATA BE COLLECTED?

Performance data for presentations will be monitored and collected through the Substance Abuse Prevention Coalition of Warren County, as well as through the in-house Records Management System (RMS) at the Warren County Drug Task Force. All data will be reported to DISCO as required by OCJS for immediate availability to DPS and other approved agencies.

Organization Capacity

Please see the Request For Proposal (RFP) for this grant program for guidance on completing this section. The RFP can be found at www.ocjs.ohio.gov

The Warren County Drug Task Force has transitioned over the past 23+ years into a major operation with a current full-time staff of 19 personnel. We remain consistent with our primary mission to pursue those involved in mid to upper-level drug trafficking activities. This includes the investigation of drug trafficking organizations, money laundering organizations, bulk currency smuggling, highway interdiction operations and prescription drug diversion crimes. Our staff includes a team of detectives specializing in covert operations, a uniform highway interdiction team from the Ohio State Highway Patrol, a prescription drug diversion detective, an investigative assistant/property room manager and a criminal intelligence analyst from the Ohio National Guard Counterdrug Unit.

The Warren County Drug Task Force is a designated initiative of the Ohio High Intensity Drug Trafficking Area (HIDTA) program. The following local, state and federal agencies provide personnel to our task force and operate from our facility: Warren County Sheriff's Office, Franklin Police Department, Lebanon Police Department, Springboro Police Department, Wilmington Police Department, Monroe Police Department, Hamilton Township Police Department, Ohio Bureau of Criminal Investigation (BCI), Ohio National Guard Counter Drug Unit, Ohio State Highway Patrol and the Federal Bureau of Investigation (FBI). We actively participate in the de-confliction services offered through the Ohio HIDTA program. We also receive HIDTA funding that is currently used to provide a 30,000 square foot facility that is our covert office/warehouse space. Our current drug task force facility consists of office space, evidence storage areas, a covert equipment area, conference room, computer/cell phone analysis office, large training room (50+ seats), and a large warehouse area for storage of undercover and seized vehicles. Also participating in the education and prevention component of our operation is the Substance Abuse Coalition of Warren County. Our collaboration with the Coalition is essential to delivering a strong anti-drug message to our community, with an emphasis on our school age children, parents and teachers.

The diversity of our task force allows us to simultaneously address various drug trafficking and related offenses resulting in the maximum impact on the communities we serve. Historical data for these 23+ years documenting the activity of our task force includes approximately 6,700+ criminal cases, 4,100+ arrests and approximately 1,299 search warrants. Additionally, as a result of these investigations, our task force has seized over 867 firearms, and multi-millions of dollars-worth of illegal drugs. This type of enforcement activity is essential to maintaining a positive quality of life in one of the fastest growing counties in Ohio. Our drug task force remains the only law enforcement unit conducting specialized drug investigations on a full-time basis within our combined jurisdictions and area of operation.

At the time of this application, the full-time supervision of the drug task force includes the Commander (Major), Field Commander (Lieutenant) and Assistant Field Commander (Sergeant). The Commander, from the Warren County Sheriff's Office, is a 31-year veteran of law enforcement with over 26 years of investigative experience, and 22 years assigned to the drug task force. The Field Commander, from the Warren County Sheriff's Office, is a 24-year veteran of law enforcement with a blended background of uniform patrol, both as a deputy and supervisor, administrative investigations, criminal investigation, and most recently was assigned to the drug task force. The Assistant Field Commander, also from the Warren County Sheriff's Office, is a 26-year veteran of law enforcement with over 16 years of investigative experience, and 9 years assigned to the drug task force.

The current Commander has extensive experience with administering grant funded projects for the past 22+ years. He has participated in, managed, supervised and administrated previous grant funded projects ranging from \$25,000 to \$200,000+ and has consistently accomplished project objectives. The Commander also serves on the Executive Board of the Ohio Task Force Commander's Association as the Southwest Ohio District Representative and recently assisted with developing Best Practices for all Ohio Drug Task Forces. The Warren County Drug Task Force has successfully completed all past audits and maintains full compliance with all reporting requirements of OCJS and the Ohio High Intensity Drug Trafficking Area (HIDTA) program. We are committed to the overall efforts of the Ohio Drug Interdiction, Disruption and Reduction Plan, and continue to make the community we serve a better place. We are fully prepared to comply with any and all pre-award conditions of this project as directed should our project be approved and funded.

Collaboration Board

Please see the Request For Proposal (RFP) for this grant program for guidance on completing this section. The RFP can be found at www.cjjs.ohio.gov

The Warren County Drug Task Force Collaboration Board (also referred to as our Policy Board) is made up of the below listed agencies. Also listed is the role of each agency reflecting their ongoing commitment to this project.

Warren County Sheriff's Office - The Sheriff serves on our collaboration board, also provides one full-time detective & salary with overtime. Additionally, the Sheriff allows the current Major, Lieutenant, Sergeant, Drug Diversion Detective & Investigative Assistant positions on a full-time basis - contingent upon project funding. The Warren County Sheriff's Office is also the fiscal agency for the drug task force and supports our task force with full-time property room support to assist our Investigative Assistant with evidence & property room management.

Warren County Prosecutor's Office - The Prosecutor serves on our collaboration board and provides consistent legal support and guidance. The Prosecutor also provides an Investigator one day per week to assist with case preparation for Grand Jury and other operational needs.

Ohio Bureau of Criminal Investigation (BCI) - Special Agent Supervisor serves on our collaboration board, also provides one Special Agent & salary plus limited overtime, unlimited support from the Southwest District agents as needed, excellent overall support to include assistance with confidential funds, crime lab, analytical support, T3 resources, etc.

Lebanon Police Department - Police Chief serves on our collaboration board, also provides one full time detective & salary plus overtime. For the last 5 years the Lebanon Police Department made a financial contribution toward overall operating costs in addition to a full-time detective.

Wilmington Police Department - Police Chief serves on our collaboration board, also provides one full time detective & salary plus overtime.

Springboro Police Department - Police Chief serves on our collaboration board as our Chairperson of the Board, also provides one full time detective & salary plus overtime. The Springboro Police Department has committed to provide a financial contribution toward our operating costs in 2023, in addition to their full-time detective.

Franklin Police Department - Police Chief serves on our collaboration board, also provides one full time detective & salary plus overtime. The Franklin Police Department has committed to provide a financial contribution toward our operating costs in 2023, in addition to their full-time detective.

Monroe Police Department - Police Chief serves on our collaboration board, also provides one full time detective & salary plus overtime. The Monroe Police Department has committed to provide a financial contribution toward our operating costs in 2023, in addition to their full-time detective

Hamilton Township Police Department - Police Chief serves on our collaboration board, also provides one full time detective & salary plus overtime. The Hamilton Township Police Department committed to provide a financial contribution toward our operating costs in 2023, in addition to their full-time detective.

Clearcreek Township Police Department - Police Chief serves on our collaboration board, also provides a donation toward operating expenses at \$1 per person based upon population of individual jurisdiction.

Mason Police Department - Police Chief serves on our collaboration board, also provides a significant financial contribution toward funding of our drug diversion position that far exceeded the standard \$1 per person request.

Waynesville Police Department - Police Chief serves on our collaboration board, also provides financial contribution toward operating expenses that exceeds the \$1 per person request based upon population of individual jurisdiction.

Loveland Police Department - Police Chief serves on our collaboration board, also provides donation toward operating expenses at \$1 per person based upon population of individual jurisdiction.

Collaboration Board

Harveysburg Police Department - Police Chief serves on our collaboration board, also provides donation toward operating expenses at \$1 per person based upon population of individual jurisdiction.

Carlisle Police Department - Police Chief serves on our collaboration board, also provides donation toward operating expenses at \$1 per person based upon population of individual jurisdiction.

Our Policy Board meets on a monthly basis, on the first Tuesday of each month. A Power Point presentation is prepared and presented each month by the task force Commander regarding task force operations. Meeting minutes are maintained and emailed to each board member following each monthly meeting. Monthly meetings include the approval of the prior months meeting minutes, a drug task force financial review, a briefing of active investigations, training updates, drug education & prevention plans, grant status and any other pertinent information. Policy Board members have the opportunity to further inquire about the information provided. The Policy Board provides input, oversight and guidance regarding all task force activities. Board members are given the next month's meeting date at the conclusion of each session and are also reminded of the next meeting within a week of its date via email.

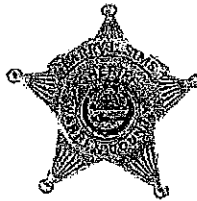
The drug task force prepares an annual budget each year that is approved by the Policy Board and the Warren County Commissioners. Task force expenditures are also brought to the board for approval throughout the year. The Policy Board approves all drug task force policies & procedures, most recently approving a 2020 policy manual update and revision.

The overall support from our Policy Board is impressive with an excellent attendance rate at monthly meetings. Estimations would be that the average meeting attendance is consistently 90%+. Regular meeting attendance by our HIDTA partners remains consistent as well to include the Ohio State Highway Patrol and our federal partners.

Click the Browse button to upload attachments and/or letters, then click Save to attach to the application.

[https://www.ocjsggrants.com/_Upload/696114_947769-CollaborationLetters\(DLEF-2022\).pdf](https://www.ocjsggrants.com/_Upload/696114_947769-CollaborationLetters(DLEF-2022).pdf)

LARRY L. SIMS
SHERIFF



BARRY K. RILEY
CHIEF DEPUTY

WARREN COUNTY SHERIFF'S OFFICE

December 5, 2023

Major Steve Arrasmith
Greater Warren County Drug Task Force
822 Memorial Drive
Lebanon, Ohio 45036

FY2022 Ohio Drug Law Enforcement Fund Grant Program

Dear Major Arrasmith,

The Warren County Sheriff's Office will continue our support of the Warren County Drug Task Force from July 1, 2023 through June 30, 2024 year and into the future.

Since illegal drug activity in our area remains an ongoing concern to our citizens, the Warren County Sheriff's Office will commit five sworn and one full time civilian position to the Warren County Drug Task Force.

Sincerely,

A handwritten signature in cursive script, appearing to read "Barry K. Riley".

Barry K. Riley
Chief Deputy
Acting Sheriff



DAVID P. FORNSHELL

WARREN COUNTY PROSECUTOR



December 5, 2022

Warren County Sheriff's Office & Drug Task Force
Attention: Major Steve Arrasmith
822 Memorial Drive
Lebanon, OH 45036

Re: FY2022 Ohio Drug Law Enforcement Fund Grant Program Letter of Support

Dear Major Arrasmith:

The Warren County Prosecutor's Office continues to pledge our support and help in any way that we can to continue to provide quality drug enforcement to our area.

Sincerely,

A handwritten signature in cursive script that reads "David P. Fornshell".

David P. Fornshell
Prosecuting Attorney
Warren County, Ohio

DPF/mrb



DAVE YOST
OHIO ATTORNEY GENERAL



Bureau of Criminal Investigations
Office 740-845-2001

December 6, 2022

Major Steve Arrasmith
Investigations Division Commander
Warren County Sheriff's Office
822 Memorial Drive
Lebanon, OH 45036

Dear Commander Arrasmith,

Please accept this letter of commitment on behalf of the Ohio Bureau of Criminal Identification and Investigations (BCI&I) to continue to participate fully in the Warren County Drug Task Force as it pertains to the FY2022 Ohio Drug Law Enforcement Fund Grant Program.

Ohio BCI & I continues to support the Warren County Drug Task Force and is committed to participating on the Policy Board, contribution of a sworn Special Agent and the sharing of drug intelligence.

Your past records of achievements in Warren County has had a positive impact and we look forward to working together.

Should you have any questions, please don't hesitate to contact me.

Thank you,

Joseph Morbitzer
Superintendent, Bureau of Criminal Investigation



POLICE DEPARTMENT

JEFFREY P. KRUITHOFF
CHIEF OF POLICE

December 2, 2022

Greater Warren County Drug Task Force
C/O Warren County Sheriff's Office
822 Memorial Drive
Lebanon, OH 45036

REF: FY 2022 Ohio Drug Law Enforcement Fund Grant Program

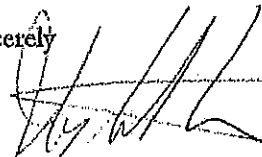
This letter is in support of the 2022 Ohio Drug Enforcement Fund Grant Program. On behalf of the City of Springboro, and the Springboro Division of Police, I am pleased to confirm our continual commitment to the work of the Task Force for calendar year 2023/2024.

In order to continue to provide quality drug enforcement to the Springboro Community, the City of Springboro, Division of Police will collaborate with the Greater Warren County Drug Task Force in several ways. First of all, the City of Springboro, Division of Police has assigned one (1) full time Detective to assist the Task Force in the important effort of drug enforcement in our area. In addition, the Springboro Division of Police will continue to provide additional investigative support, including personnel when requested for drug investigations in Warren County and beyond.

Finally, the Springboro Division of Police will continue our commitment as an active participating member of the Advisory Board for the Greater Warren County Drug Task Force for the next year. All of these efforts are an important endeavor for the safety of both the Springboro community and the County of Warren Ohio.

Thank you for your deliberation on the grant request for the Greater Warren Count Drug Task Force.

Sincerely



Jeffrey Paul Kruthoff, C.L.E.E.
Chief of Police,

City of Springboro
320 West Central Avenue
Springboro, Ohio 45066
Phone 937 748 4343
Fax 937 748 0815
www.ci.springboro.oh.us

Lebanon Division of Police

Jeffrey W. Mitchell
Chief of Police

December 8, 2022

Warren County Drug Task Force
822 Memorial Drive
Lebanon, OH 45036

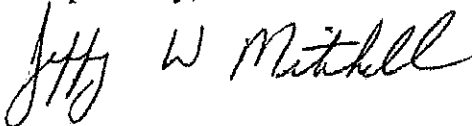
Re: FY2022 Ohio Drug Law Enforcement Fund Grant Program

Major Arrasmith,

This letter is in support of the Ohio Drug Law Enforcement Grant for which your agency is applying. The Lebanon Division of Police is committed to working with the Warren County Drug Task Force and their law enforcement partners in 2022. The City of Lebanon and all communities in Warren County benefit from the coordinated efforts your agency puts forth to take the fight to those who destroy our neighborhoods and harm our citizens through illegal drug activity.

As a contributing agency of a fulltime task force member and member of your policy board I look forward to sharing with you and your agency the successes that this grant will bring.

Respectfully,



Jeffrey W. Mitchell
Chief of Police





December 5, 2022

Major Steve Arrasmith
Warren County Drug Task Force
822 Memorial Drive
Lebanon, OH. 45036

Commander Arrasmith,

This letter is to express our continued support for the Warren County Drug Task Force and the corresponding application for the fiscal year 2022 Drug Law Enforcement Fund Grant.

The City of Mason has long been a financial supporter of the Warren County Drug Task Force and I currently serve on the Police Board and Executive Board for the WCDF.

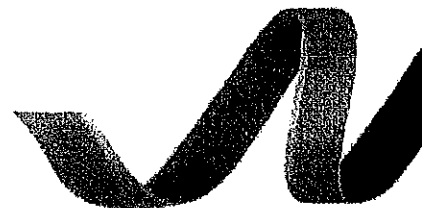
The Warren County Drug Task Force as always been and continues to be a valuable resource for the City of Mason Police Department. Our Detectives, Patrol Officers, and command staff have all worked closely with you and members of your staff. We continue to have a healthy and positive relationship.

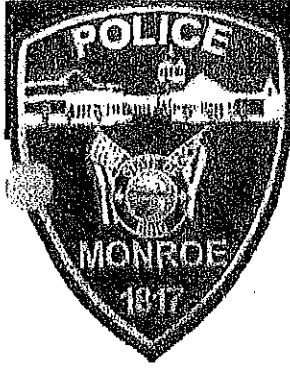
It is without hesitation that the City of Mason endorses and supports the Warren County Drug Task Force in its application for the 2022 Drug Law Enforcement Grant.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ron Ferrell'.

Ron Ferrell
Chief of Police





MONROE POLICE DEPARTMENT

601 South Main Street • P.O. Box 330 • Monroe, Ohio 45050-0330

12-05-22

Warren County Drug Task Force
822 Memorial Dr.
Lebanon, OH 45036

Re: FY 2022 Ohio Drug Law Enforcement Fund Grant Program

Commander Arrasmith,

The Monroe Police Department has enjoyed a great working relationship with the Warren County Drug Task Force. The city of Monroe has supported the task force with financial contributions, full-time personnel and operational assistance.

I am pleased to have worked with you and your team throughout 2022 and reaffirm our commitment to the work of the WCDF in 2023. The flow of illegal narcotics into our area remains a great concern for our city. With a portion of Interstate 75 traveling through the city of Monroe, to include an interchange, the work of the task force has been both welcome and vital. Without your organization we would be hindered in our efforts to provide for the safety of our community.

I look forward to working with the Warren County Drug Task Force for the rest of 2022 and beyond.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Buchanan", written over a horizontal line.

Robert O. Buchanan
Chief of Police



**City of Loveland
Police Division**

126 South Lebanon Road, Loveland, OH 45140
Phone: 513-583-3000 Fax: 513-583-3011
www.lovelandoh.com

Warren County Drug Task Force

822 Memorial Drive

Lebanon, Ohio 45036

Major Steve Arrasmith,

In support of your application to the Office of Criminal Justice Services (OCJS), FY 2022 Ohio Drug Law Enforcement Fund Grant, the Loveland Police Department will continue to support the mission of the Warren County Drug Task Force by providing a mechanism for contributions of equipment and personnel. This collaboration is intended to furth the purpose of maintaining a qualified and efficient Warren County Drug Task Force. The project period for this grant is July 1, 2023, through June 30, 2024.

Respectfully,

Michael Gabrielson, Chief of Police



HAMILTON TOWNSHIP POLICE DEPARTMENT
7780 South State Route 48
Maineville, Ohio 45039
513-683-0538
Chief Scott Hughes

December 5, 2022

Warren County Drug Task Force
822 Memorial Drive
Lebanon, OH 45036

RE: FY2022 Ohio Drug Law Enforcement Fund Grant Program

Major Arrasmith,

The Hamilton Township Police Department is committed to our partnership with the Warren County Drug Task Force and support its' efforts in securing the FY2022 Ohio Drug Law Enforcement Fund Grant Program.

As a longtime member of the Task Force, I appreciate the work of the Task Force and its' members in our community. The Task Force has been instrumental in keeping our community ranked as one of the safest in Ohio. In addition to the enforcement efforts by our task force, the public relations activities, which our task force members take part in, has been a critical component and asset in our community.

Please feel free to call me if you need any additional information.

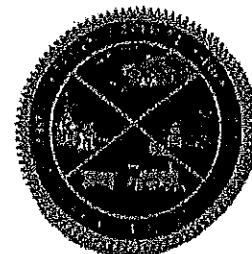
Sincerely,

A handwritten signature in black ink, appearing to read "Col. Scott Hughes".

Scott Hughes, CLEE
Chief of Police



Carlisle Police Department
474 Fairview Drive
Carlisle Ohio 45005
(937)746-0117



December 12, 2022

Major Steve Arrasmith

Warren County Drug Task Force

822 Memorial Dr.

Lebanon, Ohio 45036

RE: FY 2022 Ohio Drug Law Enforcement Fund Grant

Major Arrasmith:

The Carlisle Police Department is committed to our partnership with the Warren County Drug Task Force. We fully support the efforts on their part to secure the **FY 2022 Drug Law Enforcement Fund Grant**. We fully support the efforts and team members in their commitment to helping maintain safe communities in Warren County as well as the City of Carlisle.

Please feel free to contact myself and our department for any additional information you may need.

Respectfully,

Chief Will Rogers

Carlisle Police Department



CLEARCREEK TOWNSHIP DIVISION OF POLICE



7593 Bunnell Hill Road

Springboro, Ohio 45066

P: 937-748-1267

F: 937-748-3252

John D. Terrill, Chief of Police

The Greater Warren County Drug Task Force
822 Memorial Drive
Lebanon, OH 45036

December 12, 2022

Commander Arrasmith,

The Clearcreek Township Division of Police is proud to partner with the Drug Task Force. As a small agency with limited resources, we depend upon the assistance provided by the task force to curtail illegal drug activity in our township. This partnership has proven to be very effective in the past and the work of the task force is much appreciated by my agency, the township administration, as well as the citizens of Clearcreek Township. We view the Drug Task Force as a very necessary part of the law enforcement team in Warren County.

The purpose of this letter is to express Clearcreek Township's support of your application for the **FY 2022 Ohio Drug Law Enforcement Fund Grant Program** application and to confirm our continued support and cooperation to the work of the task force in the future. We will continue to commit our financial resources as well as investigative assistance as needed. I am also happy to continue serving as a member of the Task Force Advisory Board.

Again, thank you for your commitment to drug enforcement in Warren County. I look forward to our continued partnership in the years to come.

Thank You,

John D. Terrill
Chief of Police



VILLAGE OF
Waynesville

Police Department

Gary L. Copeland
Chief of Police

1400 Lytle Road
Waynesville, Ohio 45068
Office 513-897-8010
Dispatch 513-695-2525
Fax 513-897-2015

www.waynesville-ohio.org
gcopeland@waynesville-ohio.org

Warren County Drug Task Force
822 Memorial Drive
Lebanon, OH 45036

December 5, 2022

To Whom It May Concern:

I am submitting this letter of support for the FY 2022 Ohio Drug Law Enforcement Fund Grant Program. The partnership between the Waynesville Police Department and Warren County Drug Task Force has proven to be invaluable and the services they provide to the Village of Waynesville are greatly appreciated.

The accomplishments achieved by the Warren County Drug Task Force have had a significant impact on our fight against drug-related crimes. I foresee a long-term commitment and continued support from the Waynesville community and Police Department.

Sincerely,

Chief Gary L. Copeland

HARVEYSBURG POLICE DEPARTMENT
10542 East State Route 73
Harveysburg, Ohio 45032

Chief Richard Pottenger

December 10, 2022

Major Steve Arrasmith

822 Memorial Drive

Lebanon, Ohio 45036

Ref FY2022 Ohio Drug Law Enforcement Fund Grant Program

Major Arrasmith,

Harveysburg Police Department is committed to our partnership serving on the board of the Warren County Task Force. We support the efforts in securing the Ohio Drug Law Enforcement Fund Grant Program. I look forward to serving with the Task Force and supporting the work of the Task Force.

Respectfully,


Richard Pottenger

Chief of Police



Division of Police

The City of Wilmington, Ohio

69 North South Street
Wilmington, Ohio 45177
Phone: (937) 382-3833 Fax: (937) 382-0652

Office

Chief of Police Chief Ron Fithen
Ronald L. Fithen Wilmington Police Department
(937) 382-6528 69 N. South St.
Wilmington, OH 45177
12/12/2022

Warren County Drug Task Force
Major Steve Arrasmith
822 Memorial Drive
Lebanon, OH 45036
Re: Collaboration Letter

To Whom It May Concern:

The Wilmington Police Department strongly supports the WCDTF (Warren County Drug Task Force) in its application process for the FY2022 Ohio Drug Law Enforcement Fund Grant Program. The Wilmington Police Department has been a member of the WCDTF for several years now and I remain committed to providing one full-time officer to the WCDTF in an effort for WCDTF to carry out its mission and operations as needed. As the prior Chiefs for Wilmington Police Department have done before me, I will attend and serve as a member of the policy board. The Wilmington Police Department is dedicated to providing any other resources required of the WCDTF to include tactical & personnel support

Respectfully,

Chief Ron Fithen

400 Anderson St
Franklin, Ohio 45005
937-746-2882/ Fax 937-743-7750

Chief of Police
Adam Colon
Acolon@franklinohio.org



Division of Police

Commander Steve Arrasmith
Warren County Drug Task Force
822 Memorial Drive
Lebanon, Ohio 45036

RE: Letter of Support of the FY2022 Ohio Drug Law Enforcement Fund Grant Program
Date: 12-02-2022

Commander Arrasmith,

The City of Franklin Division of Police will continue our support of the FY2022 Ohio Drug Law Enforcement Fund Grant Program and the Warren County Drug Task Force throughout the years 2023 and 2024. We continue to support your team by serving on the policy board, contribution of sworn full time officer, sharing of drug intelligence, and financial contributions when possible.

Your past record of achievements in Warren County has had a positive impact on the quality of life enjoyed by our community.

Again, you and your team have our full support for the FY2022 Ohio Drug Law Enforcement Fund Grant Program.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "B. Pacifico", with the date "12/2" written to the right of the signature.

Acting Chief of Police Brian Pacifico
City of Franklin
Division of Police

Executive Summary

The Executive Summary serves as a concise and accurate description of the proposed project. Information in the Summary is forwarded to the Governor's Office and other local, state and federal agencies for public information requests. Summary information must be submitted in the space provided.

The purpose statement is a clear concise statement that explains the purpose of the project. It describes what the applicant is going to do; the population that is going to be served; how it will be accomplished; and why it is important.

PURPOSE STATEMENT

The purpose of our project funding request is to sustain our existing supervisory staff for purposes of conducting specialized drug investigations, and focused drug education throughout the communities we serve. This ongoing project has been in existence for 23+ years and involves a two-part strategy. Part One is the continued coordination of specialized drug investigations through our existing multi-jurisdictional Drug Task Force. These specialized investigations directly impact the supply of drugs within the communities we serve. Part Two is a continued coordinated effort to increase drug education and prevention strategies throughout our community, with an increased focus on our school age children.

Part One will involve the application of a variety of specialized investigative techniques and in-house resources to address the ongoing drug trafficking and drug abuse crimes occurring within our jurisdiction. Our supervisory staff, partially funded by this project, will participate in and monitor all daily operations of our multi-jurisdictional task force to include the activities and investigations of a highly trained team of detectives, and a uniform highway interdiction team. Part of this effort includes a specially trained detective with a sole mission of drug diversion investigations. These specialized enforcement areas of our task force are essential to accomplishing our mission and reducing the overall availability of methamphetamine, heroin, fentanyl, cocaine, marijuana, and other drugs being trafficked and abused throughout our jurisdiction.

Part Two will require our continued commitment to provide drug education to our community. We will utilize various public events such as National Night Out, Touch a Truck, Red Ribbon Week and other gatherings to present drug education presentations to the public. These public events provide a platform for us to engage with our community to emphasize the devastation associated with drug abuse. A critical component of our project involves our continued collaboration with the Substance Abuse Coalition of Warren County, to assist with events and enhance our emphasis on our school age children. These educational opportunities reach thousands of people each year and often occur during school conferences, open houses, individual and group sessions, teacher in-service and other training settings and events. This is part of our ongoing effort to stop addiction before it starts, as enforcement efforts alone have proven inadequate.

The Warren County Drug Task Force serves a combined population of 259,055 citizens. This includes 246,553 in Warren County and 12,502 in the City of Wilmington in Clinton County. Our enforcement area is over 414 square miles and covers 15 law enforcement jurisdictions, all of which rely solely on our drug task force for their specialized drug enforcement services. Without our drug task force, specialized drug investigations would not exist in our jurisdiction as other law enforcement agencies lack adequate manpower to replace our drug enforcement efforts.

According to the Warren County Chamber Alliance, Warren County remains one of the fastest growing counties in the State of Ohio. We are located in southwest Ohio, between Dayton and Cincinnati. We are flanked by two major interstate highways (I-75 and I-71), allowing the flow of drugs into our communities. This provides easy access for drug traffickers in Dayton and Cincinnati to prey on our addicted population. Our target population in Warren County is comprised of 84% white, 3.9% African American, 6.9% Asian, 2% two or more races, 3.2% Hispanic/other. The City of Wilmington reports 87.6% white, 4% African American, 1.1% Asian, 4.6% two or more races, 2.7% Hispanic/other.

PROBLEM STATEMENT

Our primary problem remains consistent drug trafficking activity, and drug related criminal offenses occurring throughout the communities we serve. As our population continues to grow, so too does our number of addicted citizens. Our growing population provides a significant customer base for local drug traffickers, as well as traffickers operating from nearby Dayton and Cincinnati, Ohio. These two major metropolitan areas remain the most significant source cities impacting our jurisdiction on a daily basis.

Over the last few years, we have continued to experience a changing primary drug threat from heroin and fentanyl, to crystal methamphetamine. The availability of crystal methamphetamine continues to increase, with unlimited sources of supply located

Executive Summary

throughout our jurisdiction and southwest Ohio. Regardless of this trend shift, the devastation of the heroin/fentanyl crisis remains ever present. Although crystal methamphetamine and heroin/fentanyl remain one of our greatest priorities, other commonly trafficked and abused drugs continue to be readily available in the communities we serve. The collateral damage of all drug trafficking activities continues to negatively impact people's lives and affect overall crime throughout our area of operation. Overdoses and overdose deaths related to drug abuse continue to support the need for our ongoing project. Project funding remains critical to sustaining specialized drug investigations in our jurisdiction.

PROJECT DESCRIPTION

Our project description/action plan includes a two-part strategy. Part One is to coordinate specialized drug investigations using our existing Drug Task Force to decrease the supply of drugs in the communities we serve. This will involve the application of a variety of specialized investigative techniques to address the ongoing drug trafficking and abuse problems mentioned in our application. Our supervisory staff, partially funded by this project, will participate in and monitor all daily operations and investigations involving our detectives, and a uniform highway interdiction team.

Part Two of our project involves our collaboration with the Substance Abuse Prevention Coalition of Warren County to provide drug education services to our target population. We will use public events such as National Night Out, Touch a Truck and other gatherings to present drug education presentations to the public. During these types of events, we will continue to encourage open communication between law enforcement and our community, to enhance our overall effectiveness and improve the quality of life throughout our jurisdiction. Our continued partnership with the Substance Abuse Coalition of Warren County allows us to further extend our message by reaching parents and school age children during conferences, open houses, individual and group sessions, and other school related functions. This part of our project remains part of our ongoing effort to stop addiction before it starts.

PARTICIPATING AGENCIES / COLLABORATION

The Warren County Drug Task Force participating agencies and collaboration Board (also referred to as our Policy Board) is made up of the below listed agencies.

Warren County Sheriff's Office
 Warren County Prosecutor's Office
 Ohio Bureau of Criminal Investigation (BCI)
 Lebanon Police Department
 Wilmington Police Department
 Springboro Police Department
 Franklin Police Department
 Monroe Police Department
 Hamilton Township Police Department
 Clearcreek Township Police Department
 Carlisle Police Department
 Mason Police Department
 Waynesville Police Department
 Loveland Police Department
 Harveysburg Police Department
 Ohio State Highway Patrol (OSP)
 Federal Bureau of Investigation (FBI)
 Substance Abuse Prevention Coalition of Warren County

Our Policy Board meets on a monthly basis, on the first Tuesday of each month. The Commander conducts the meeting which includes a review of the prior months meeting minutes, a financial review, briefing of active investigations, training updates, drug education & prevention plans, grant status and any other pertinent information for the month. Policy Board members may inquire about the information presented. Our Board provides input, oversight and guidance regarding all task force activities. The Drug Task Force also prepares an annual budget each year that is approved by the Policy Board and the Warren County Commissioners.

Travel

Mileage rate cannot exceed federal mileage rate.

If this page is not applicable, check this box and click **SAVE**.

A. Auto	No. Miles	Per Mile	Total
			\$0
			\$0
B. Commercial	Destination	Fare	Total
			\$0
			\$0
C. Per Diem: (Meal & Lodging Only)	No. of days	Rate	Total
			\$0
			\$0
D. Other: (Specify)	No. Items	Rate	Total
			\$0
			\$0
		Travel Total:	\$0

Provide justification for travel (Costs must relate to the project staff & objectives).

Other Costs

Audit costs are only supported for Non-Federal entities that expend \$750,000 or more in Federal funds in the organization's fiscal year and are required to arrange for a single organization-wide audit.

✓ If this page is not applicable, check this box and click **SAVE**.

Other Charges	Cost	Terms	Total
Rent-Facilities			\$0
Cost of Ownership			\$0
Telephone			\$0
Utilities			\$0
Bookkeeping/Audit			\$0
Maintenance			\$0
Clerical			\$0
Auto Lease/ST Rental			\$0
Equipment Lease/ST Rental			\$0
Photocopying			\$0
Printing			\$0
Other (Specify)			\$0
Other (Specify)			\$0
Other (Specify)			\$0
		Other Costs Total:	\$0

Provide justification for other costs; provide allocation methods where appropriate.

Confidential Funds (Applies to Drug Task Force Projects Only)

If this page is not applicable, check this box and click **SAVE**.

Implementing Agency	
Confidential Funds	Total
	\$0
Confidential Fund Total:	\$0

Provide justification for Confidential Funds.

Indirect Costs

Indirect Costs may not be used for match.

If this page is not applicable, check this box and click **SAVE**.

Amount of Direct Costs Less Equipment	Percent 0 to 10% %	Total
		\$0
	Indirect Cost Total:	\$0

Provide justification for Indirect Cost.

Click the Browse button to upload a copy of your federally approved plan, then click **SAVE** to attach to the application.

Ohio Drug Law Enforcement Application 2022

Organization: Greater Warren County Drug Task Force

2022-DL-LEF-5827

Budget Request By Resource & Cost Category

	1. Matching Funds		2. OCJS Funds	3. Total
	Cash	Inkind		
1. Personnel	\$35,660.01		\$106,980.03	\$142,640.04
2. Consultant/Contracts				\$0
3. Travel				\$0
4. Equipment				\$0
5. Supplies				\$0
6. Other Costs				\$0
7. Confidential Funds				\$0
8. Indirect Cost				\$0
9. Total Project Budget	\$35,660.01	\$0	\$106,980.03	\$142,640.04
OCJS decision				

	Amount	Percentage	%
OCJS Funds Requested:	\$106,980.03		75.00%
Cash Match:	\$35,660.01		25.00%
In-Kind Match:	\$0		0.00%
Total Project Budget:	\$142,640.04		100.00%


Identify the Source of Match: General Funds

Please list other Federal, State and Local funding sources received or projected to be received by your Agency in support of the proposed project. If funding is pending please state the projected award date.

Funding Source	Amount	Award Date	Projected Award Date (if applicable)
See Below			

What other funding sources are received by your agency in support of your overall program?

- \$153,000.00 to \$182,000.00 (Ohio HIDTA Program - Approximate annual funding for covert facility rent and radio fees)
- \$142,000.00 (Warren County Commissioners - Approximate annual contribution. Used toward operating cost and salary costs for Commander (Major), Field Commander (Lieutenant), and Assistant Field Commander (Sergeant).
- \$100,000.00 to \$300,000.00+ (Various annual contributions from governmental entities within Warren County) - Contributions vary.
- \$30,000.00 to \$60,000.00 (Justice Assistant Grant. Previously used toward salary of prescription drug diversion detective position).
- \$50,000.00 to \$129,000.00 (Recovery Ohio Law Enforcement Fund (Used toward operating cost and salary costs for Commander (Major), Field Commander (Lieutenant), and Assistant Field Commander (Sergeant).

* UPDATED PER PRE-AWARD CONDITIONS - 

Resolution

Number 23-0768

Adopted Date June 13, 2023

AUTHORIZE THE COUNTY ADMINISTRATOR TO ENTER INTO A CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to authorize the County Administrator to enter into Classroom Training Agreement with the following educational institution, as attached hereto and made part hereof:

Hobart Institute of Welding
400 Trade Square E
Troy, OH 45373

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Hobart Institute of Welding Technology, 400 Trade Square E, Troy, OH 45373**, hereinafter referred to as “Contractor”.

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as tractor trailer truck driver training.

Terms of the Agreement:

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

Responsibilities of the Contractor:

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

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

Assurances and Certifications:

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

Signature Page

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

Warren County Board of Commissioners

Shannon Jones, President

Date

Contractor

Authorized Contractor Signature

Date

Typed Name of Authorized Contractor

Date

Approved as to form:

Adam Nice, Asst. Prosecutor

Date

Resolution

Number 23-0769

Adopted Date June 13, 2023

DECLARE VARIOUS ITEMS WITHIN BUILDING DEPARTMENT, FACILITIES MANAGEMENT, JUVENILE DETENTION CENTER, AND OHIOMEANSJOBS, AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Building Department, Facilities Management, Juvenile Detention Center, and OhioMeansJobs, in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

cc: 2023 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

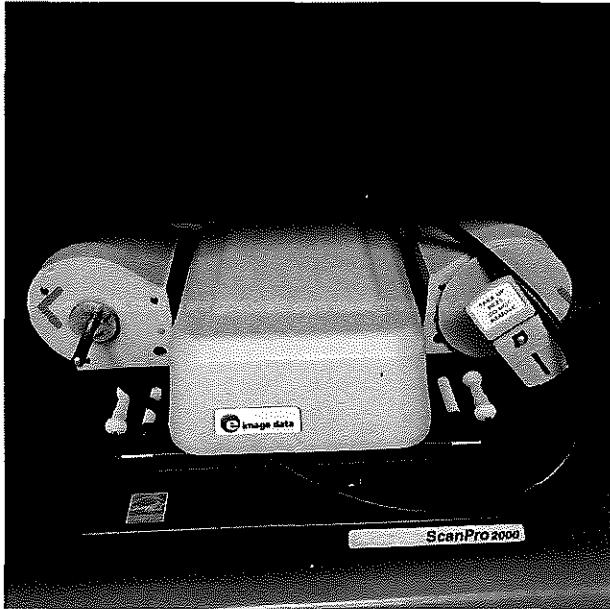
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A Liquidity Services Marketplace

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OFFICE EQUIPMENT AND SUPPLIES

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies	BLD230004

2 CASH TILLS C 2-PLY COMPUTER PAPER COMPUTER STAND 6 FILING CABINETS MICRO-FILM MACHINE

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Anna Helton](#) (Phone: 513-695-1295 ext. 1295)

Asset Location 406 Justice Dr
Lebanon, Ohio 45036-2385
[Map to this location](#)

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Sony Confer-Corder BM-246

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Model

BM-246

Condition

Used/See Description

Category

Audio/Visual Equipment

Inventory ID

FAC230043

Available are 2 Sony Confer-Corders, Model BM-246. Comes with instructions and a nice case for storage. One powers on, unsure of the other. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

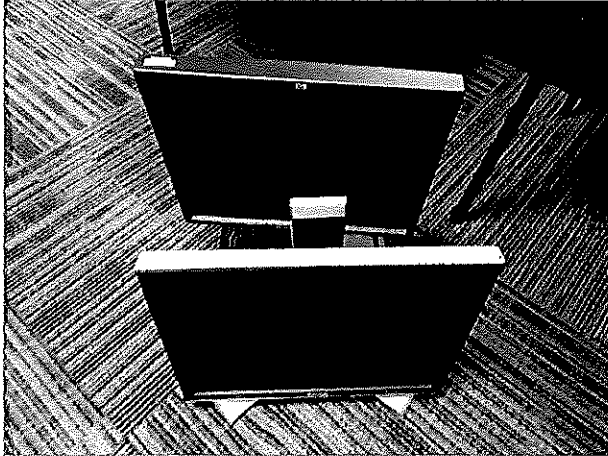
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2 Broken Computer Monitors

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Monitors	JDC23001

2 Broken Computer Monitors

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Michael Mason](#) (Phone: 513-695-1613 ext. 1613)

Asset Location 900 Memorial Dr
Lebanon, Ohio 45036-2443
[Map to this location](#)

Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

\$ Payment

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HP DesignJet 800PS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors



Condition	Category	Inventory ID
Used/See Description	Computer Printers, Scanners, and Copiers	WFO23024

HP DesignJet 800PS. Printer is no longer on network. Item is used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Jena Short](#) (Phone: 513-695-2838)

Asset Location 300 E Silver St
Lebanon, Ohio 45036-1816
[Map to this location](#)

Q Inspection

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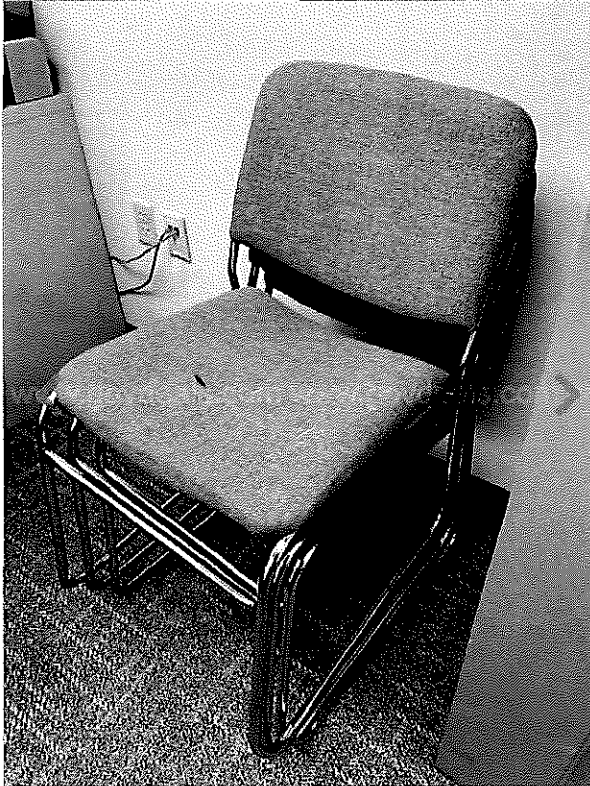
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5 gray stacking chairs

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

WFO23025

5 gray stacking chairs

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Return/podium

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23026

Return/podium

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2 drawer legal size filing cabinet

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WF023027

2 drawer legal size filing cabinet

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Black 4 drawer legal size filing cabinet

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23028

Black 4 drawer legal size filing cabinet

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Black 4 drawer legal size filing cabinet

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23029

Black 4 drawer legal size filing cabinet

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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Black 4 drawer legal size filing cabinet

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23030

Black 4 drawer legal size filing cabinet

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

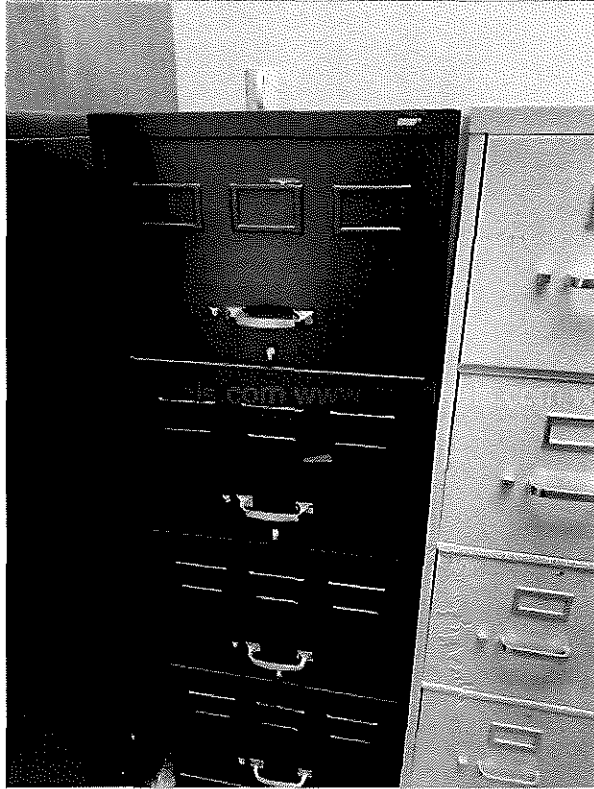
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Black 4 drawer legal size filing cabinet

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WFO23031

Black 4 drawer legal size filing cabinet

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Gray 2 drawer letter size filing cabinet

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23032

Gray 2 drawer letter size filing cabinet

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Gray 2 drawer letter size filing cabinet

Auction Ends **ET**

Starting Bid **\$0.00**

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Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WFO23033

Gray 2 drawer letter size filing cabinet

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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3 drawer legal size filing cabinet

Auction Ends **ET**

Starting Bid **\$0.00**

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Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WFO23034

3 drawer legal size filing cabinet

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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4 drawer letter size filing cabinet

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23035

4 drawer letter size filing cabinet

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Small desk/return

Auction Ends **ET**

Starting Bid **\$0.00**

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Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WFO23036

Small desk/return

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Jena Short](#) (Phone: 513-695-2838)

Asset Location 300 E Silver St
Lebanon, Ohio 45036-1816
[Map to this location](#)

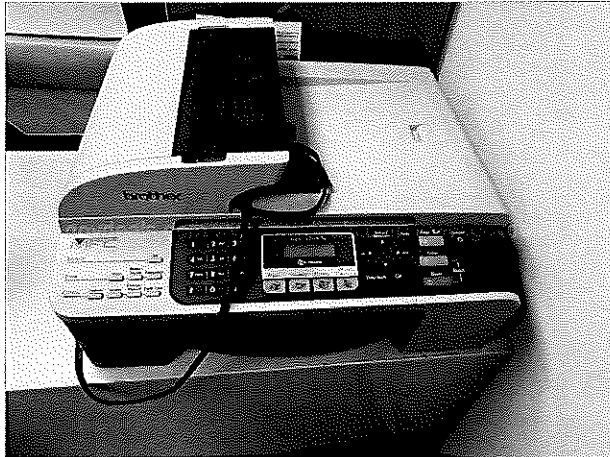
Q Inspection

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\$ Payment

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Brother MFC-5460CN Fax Scan Copy Photo Capture

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	WFO23037

Brother MFC-5460CN Fax Scan Copy Photo Capture. Printer is off network, working condition unknown.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH [view seller's other assets]
Asset Contact	Jena Short (Phone: 513-695-2838)
Asset Location	300 E Silver St Lebanon, Ohio 45036-1816 Map to this location

Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

\$ Payment

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2 drawer letter size filing cabinet

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23038

2 drawer letter size filing cabinet

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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8 stacking chairs

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WFO23039

8 stacking chairs

? Questions and Answers

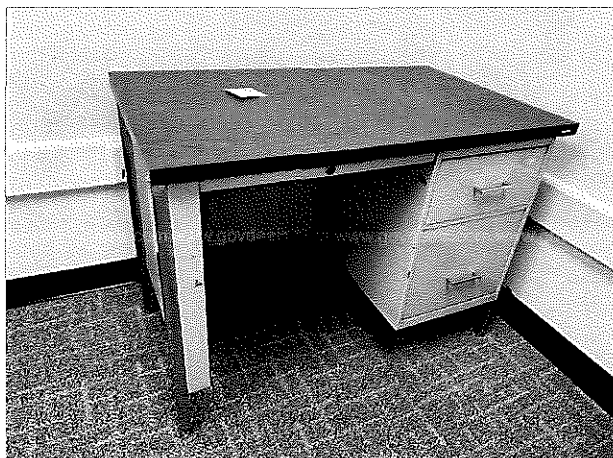
There are currently no questions posted for this asset.

» Seller Information

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Desk

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WFO23040

Desk

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Jena Short](#) (Phone: 513-695-2838)

Asset Location 300 E Silver St
Lebanon, Ohio 45036-1816
[Map to this location](#)

Q Inspection

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\$ Payment

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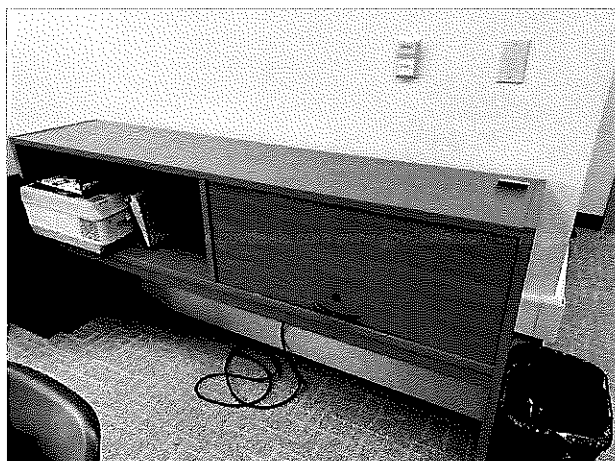
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Overhead desk storage

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WF023041

Overhead desk storage

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Jena Short](#) (Phone: 513-695-2838)

Asset Location 300 E Silver St
Lebanon, Ohio 45036-1816
[Map to this location](#)

Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

\$ Payment

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Small desk

Auction Ends **ET**

Starting Bid **\$0.00**

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[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WFO23042

Small desk

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Jena Short](#) (Phone: 513-695-2838)

Asset Location 300 E Silver St
Lebanon, Ohio 45036-1816
[Map to this location](#)

Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

\$ Payment

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Small file return

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WFO23043

Small file return. Top opens.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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File cabinet/storage

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WF023044

File cabinet/storage. Top area is a shelf followed by 4 pull out drawers.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Brochure carousel

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23045

Brochure carousel

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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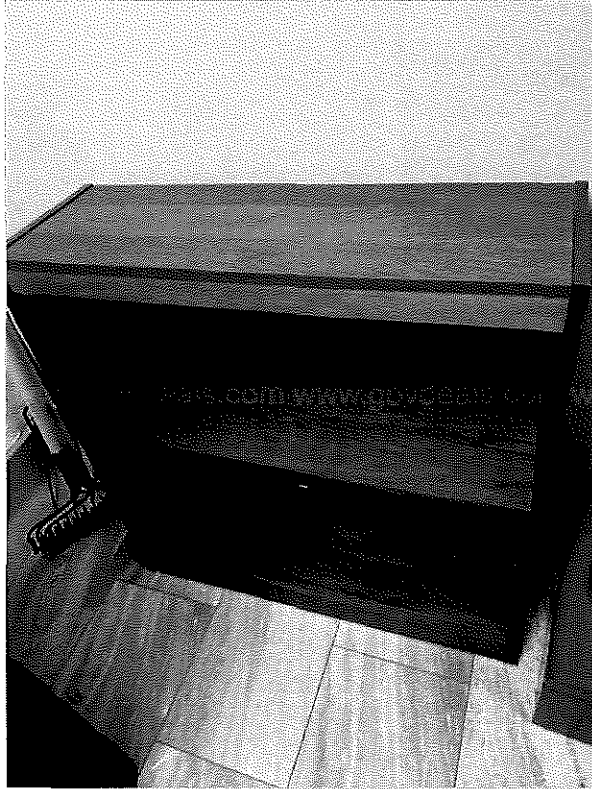
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Two shelf bookshelf

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23046

Two shelf bookshelf

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Small desk/return

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23047

Small desk/return

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Brochure carousel

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23048

Brochure carousel

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Media cart book cart

Auction Ends **ET**

Starting Bid **\$0.00**

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Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WFO23049

Media cart book cart

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Cabinet

Auction Ends **ET**

Starting Bid **\$0.00**

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Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23050

Cabinet

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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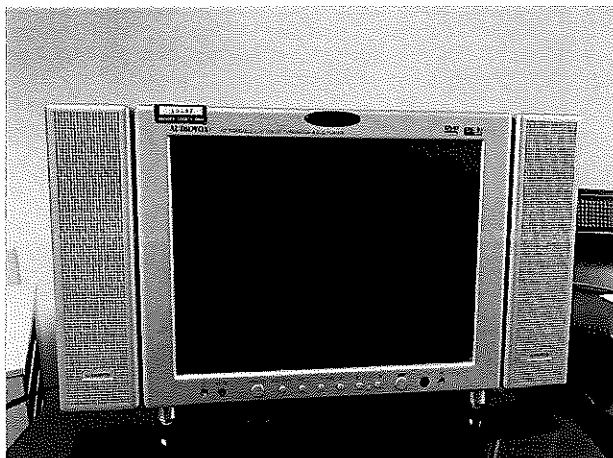
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12 inch Portable LCD Color TV/Monitor & DVD Player

Auction Ends **ET**

Starting Bid **\$0.00**

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Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Audio/Visual Equipment	WFO23051

12 inch Portable LCD Color TV/Monitor & DVD Player

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



Seller Name	Warren County, OH
Asset Contact	Jena Short (Phone: 513-695-2838)
Asset Location	300 E Silver St Lebanon, Ohio 45036-1816 Map to this location

Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

\$ Payment

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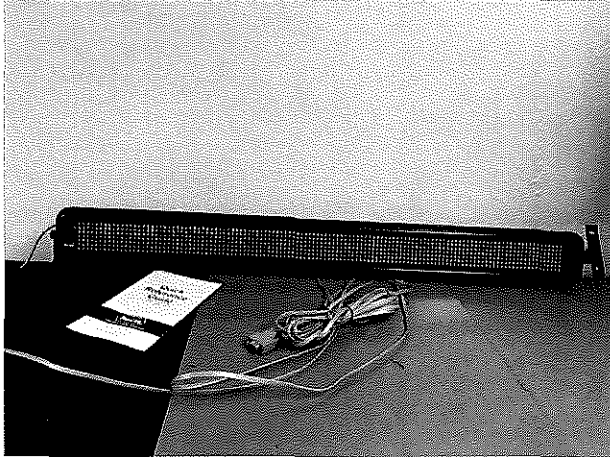
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ProLite Information Display Electronic Moving Message Sign

Auction Ends **ET**

Starting Bid **\$0.00**

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Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	WF023052

ProLite Information Display Electronic Moving Message Sign

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	Jena Short (Phone: 513-695-2838)
Asset Location	300 E Silver St Lebanon, Ohio 45036-1816 Map to this location

Q Inspection

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File cabinet legal size

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23053

File cabinet legal size

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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File cabinet legal size

Auction Ends **ET**

Starting Bid **\$0.00**

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Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23054

File cabinet legal size

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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File cabinet legal size

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WFO23055

File cabinet legal size

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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File cabinet legal size

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

WFO23056

File cabinet legal size

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

Resolution

Number 23-0770

Adopted Date June 13, 2023

ACKNOWLEDGE RECEIPT OF MAY 2023 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the May 2023 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2023 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	78,340,998.43	7,009,790.66	5,517,792.68	79,832,996.41	312,265.91	80,145,262.32
2201	SENIOR CITIZENS SERVICE LEVY	7,894,150.18	424,515.18	721,717.95	7,596,947.41	0.00	7,596,947.41
2202	MOTOR VEHICLE	9,535,386.87	1,053,028.38	357,450.38	10,230,964.87	41,086.60	10,272,051.47
2203	HUMAN SERVICES	916,146.42	593,844.63	344,988.44	1,165,002.61	40,163.29	1,205,165.90
2204	COVID19 EMERGENCY RENTAL ASSIS	4,591,591.86	0.00	0.00	4,591,591.86	0.00	4,591,591.86
2205	BOARD OF DEVELOPMENTAL DISABIL	31,621,480.47	1,123,261.44	1,151,948.41	31,592,793.50	284,224.50	31,877,018.00
2206	DOG AND KENNEL	819,741.18	13,558.75	26,359.93	806,940.00	0.00	806,940.00
2207	LAW LIBRARY RESOURCES FUND	116,704.04	28,187.95	52,715.55	92,176.44	23,970.99	116,147.43
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	0.01	0.00	0.00	0.01	0.00	0.01
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	19,838,774.93	0.00	42,977.46	19,795,797.47	22,958.60	19,818,756.07
2212	ONEOHIO OPIOID SETTLEMENT FUND	317,265.10	0.00	0.00	317,265.10	0.00	317,265.10
2215	VETERAN'S MEMORIAL	9,878.84	0.00	0.00	9,878.84	0.00	9,878.84
2216	RECORDER TECH FUND 317.321	229,455.09	7,856.50	714.59	236,597.00	0.00	236,597.00
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	557,627.55	52,041.25	56,899.60	552,769.20	18,778.60	571,547.80
2219	WIRELESS 911 GOVERNMENT ASSIST	457,097.38	19,848.97	13,314.15	463,632.20	0.00	463,632.20
2220	CP INDIGENT DRVR INTRLK/MONITG	11,253.15	78.94	0.00	11,332.09	0.00	11,332.09
2221	CC/MC INDIGENT DRIVER INTERLOC	123,035.21	736.87	0.00	123,772.08	0.00	123,772.08
2222	JUV INDIGENT DRIVER INTERLOCK	2,621.91	0.00	0.00	2,621.91	0.00	2,621.91
2223	PROBATE/JUVENILE SPECIAL PROJ	325,604.19	2,541.00	0.00	328,145.19	0.00	328,145.19
2224	COMMON PLEAS SPECIAL PROJECTS	174,633.20	8,621.00	14,845.50	168,408.70	2,000.00	170,408.70
2227	PROBATION SUPERVISION 2951.021	780,473.13	3,074.00	29,243.60	754,303.53	1,500.00	755,803.53
2228	MENTAL HEALTH GRANT	162,648.69	7,500.00	0.00	170,148.69	0.00	170,148.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	3,288,519.50	44,989.01	0.00	3,333,508.51	0.00	3,333,508.51
2231	CO LODGING ADD'L 1%	104,454.89	106,806.64	104,454.89	106,806.64	0.00	106,806.64

Financial Statement for 2023 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	271,195.06	1,830.00	304.17	272,720.89	0.00	272,720.89
2269	INDIGENT DRIVER ALCOHOL TREATM	768,314.89	6,130.53	0.00	774,445.42	0.00	774,445.42
2270	JUVENILE TREATMENT CENTER	414,344.03	45,724.60	99,444.09	360,624.54	150.00	360,774.54
2271	DTAC-PROSECUTOR ORC 321.261	390,306.16	0.00	15,662.21	374,643.95	0.00	374,643.95
2272	CP INDIGENT DRVR ALC TREATMT	56,002.00	0.00	0.00	56,002.00	0.00	56,002.00
2273	CHILDREN SERVICES	10,963,210.71	576,462.51	687,237.26	10,852,435.96	135,091.19	10,987,527.15
2274	COUNTY COURT COMPUTR 1907.261A	80,671.99	948.20	31.49	81,588.70	0.00	81,588.70
2275	COUNTY CRT CLK COMP 1907.261B	77,164.40	2,909.26	0.00	80,073.66	0.00	80,073.66
2276	PROBATE COMPUTER 2101.162	100,888.63	564.00	0.00	101,452.63	0.00	101,452.63
2277	PROBATE CLERK COMPUTR 2101.162	284,081.01	1,880.00	0.00	285,961.01	0.00	285,961.01
2278	JUVENILE CLK COMPUTR 2151.541	50,420.92	930.00	0.00	51,350.92	0.00	51,350.92
2279	JUVENILE COMPUTER 2151.541	48,575.08	279.00	0.00	48,854.08	0.00	48,854.08
2280	COMMON PLEAS COMPUTER 2303.201	87,117.74	1,386.00	0.00	88,503.74	0.00	88,503.74
2281	DOMESTIC REL COMPUTER 2301.031	7,992.15	273.00	0.00	8,265.15	0.00	8,265.15
2282	CLERK COURTS COMPUTER 2303.201	39,045.52	5,434.00	0.00	44,479.52	0.00	44,479.52
2283	COUNTY CT SPEC PROJ 1907.24B1	2,084,446.40	19,048.19	4,513.70	2,098,980.89	1,076.00	2,100,056.89
2284	COGNITIVE INTERVENTION PROGRAM	427,529.68	3,679.95	6,236.70	424,972.93	5,900.00	430,872.93
2285	CONCEALED HANDGUN LICENSE	800,819.54	6,516.25	6,006.97	801,328.82	0.00	801,328.82
2286	SHERIFF-DRUG LAW ENFORCEMENT	3,267.69	93.00	441.18	2,919.51	726.89	3,646.40
2287	SHERIFF-LAW ENFORCEMENT TRUST	309,925.75	0.00	2,098.68	307,827.07	0.00	307,827.07
2288	COMM BASED CORRECTIONS DONATIO	9,451.42	0.00	0.00	9,451.42	0.00	9,451.42
2289	COMMUNITY BASED CORRECTIONS	94,277.90	0.00	56,027.62	38,250.28	0.00	38,250.28
2290	HAZ MAT EMERG PLAN SPEC FUND	5.12	0.00	0.00	5.12	0.00	5.12
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	3,912.00	0.00	0.00	3,912.00	0.00	3,912.00

Financial Statement for 2023 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	613,431.01	0.00	0.00	613,431.01	0.00	613,431.01
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,598,984.61	0.00	177,477.39	5,421,507.22	100,746.20	5,522,253.42
4479	AIRPORT CONSTRUCTION	953,665.19	0.00	42,046.46	911,618.73	0.00	911,618.73
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	740,828.67	0.00	5,396.35	735,432.32	0.00	735,432.32
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	4,184,969.79	0.00	98,095.75	4,086,874.04	0.00	4,086,874.04
4493	REDEVELOPMENT TAX EQUIV FUND	379,522.10	0.00	0.00	379,522.10	0.00	379,522.10
4494	COURTS BUILDING	9,096,468.40	0.00	30,246.95	9,066,221.45	0.00	9,066,221.45
4495	JAIL CONSTRUCTION SALES TAX	2,219,681.74	0.00	138,284.26	2,081,397.48	0.00	2,081,397.48
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,668,154.13	0.00	0.00	8,668,154.13	0.00	8,668,154.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	28,368,931.21	1,065,813.80	3,863,577.60	25,571,167.41	268,068.79	25,839,236.20
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	594,401.99	3,433,356.89	372,059.02	3,655,699.86	0.00	3,655,699.86
5580	SEWER REVENUE	32,818,275.97	816,970.43	4,975,503.68	28,659,742.72	675,224.45	29,334,967.17
5581	SEWER IMPROV-WC VOCATIONAL SCH	285,461.19	6,171.33	3,996.43	287,636.09	0.00	287,636.09
5583	WATER CONST PROJECTS	950,706.41	2,639,699.64	535,804.96	3,054,601.09	2,401.85	3,057,002.94
5590	STORM WATER TIER 1	335,049.73	0.00	0.00	335,049.73	0.00	335,049.73
6619	VEHICLE MAINTENANCE ROTARY	120,553.44	34,003.66	41,164.95	113,392.15	11,862.87	125,255.02
6630	SHERIFF'S POLICING REVOLV FUND	175,030.68	1,025,118.60	421,354.14	778,795.14	0.00	778,795.14
6631	COMMUNICATIONS ROTARY	304,131.25	17,421.56	16,152.96	305,399.85	303.44	305,703.29

Financial Statement for 2023 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	19,193.89	10,458.00	11,390.98	18,260.91	0.00	18,260.91
7742	LIBRARIES	0.00	583,634.91	583,634.91	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	2,633.51	3,345.41	2,613.29	3,365.63	2,613.29	5,978.92
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	0.00	460,419.25	460,419.25	0.00	0.00	0.00
7754	OHIO ELECTIONS COMMISSION FUND	0.00	225.00	225.00	0.00	225.00	225.00
7756	SEWER ROTARY	30,807.00	11,004.00	0.00	41,811.00	0.00	41,811.00
7757	MERCY PASS THROUGH TO TID	271,292.00	0.00	271,292.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	249,664.22	249,664.22	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	28,848.88	1,806.00	410.90	30,243.98	0.00	30,243.98
7766	ESCROW ROTARY	894,247.93	0.00	0.00	894,247.93	0.00	894,247.93
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	1,519.17	1,587.52	0.00	3,106.69	0.00	3,106.69
7769	BANKRUPTCY POST PETITION CONDU	7,628.26	1,653.02	0.00	9,281.28	0.00	9,281.28
7772	LEBANON MUN ORD VIOLATION INDI	0.00	0.00	0.00	0.00	0.00	0.00
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	8,705.87	15,246.75	11,276.75	12,675.87	28.00	12,703.87
7776	UNDIVIDED EVIDENCE SHERIFF	42,139.34	0.00	0.00	42,139.34	0.00	42,139.34
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	630,192.61	358,913.20	840,575.00	148,530.81	454,089.92	602,620.73
7779	UNDIVIDED DRUG TASK FORCE SEIZ	162,794.00	6,839.00	0.00	169,633.00	0.00	169,633.00
7781	REFUNDABLE DEPOSITS	402,987.20	10,582.96	14,250.37	399,319.79	3,122.10	402,441.89

Financial Statement for 2023 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9976	HEALTH - SWIMMING POOL FUND	222,042.73	14,150.50	11,608.12	224,585.11	0.00	224,585.11
9977	DRUG TASK FORCE COG	720,718.36	16,100.00	7,723.89	729,094.47	200.75	729,295.22
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		387,283,632.77	41,017,772.61	53,703,898.50	374,597,506.88	3,381,669.63	377,979,176.51

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for May, 2023 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 23-0771

Adopted Date June 13, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/6 and 6/8/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 23-0772

Adopted Date June 13, 2023

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of May 2023:

\$ 35,226.59	from #11011112 5997	(Operational Transfers)
	into #5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 5,036.06	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 39,481.38	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 4,207.99	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

Mrs. Jones - yea
Mr. Young - yea
Mr. Grossmann - yea

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

Resolution

Number 23-0773

Adopted Date June 13, 2023

APPROVE A SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND 11011112 AND OPERATIONAL TRANSFERS FROM THE GENERAL FUND #1101 INTO CLERK OF COURT FUNDS #2275 AND #2282

WHEREAS, a supplemental appropriation and operational transfers are necessary in order to process surplus of funds that were previously transferred to the General Fund to make the funds available to funds #2275 and #2282 in accordance to ORC 325.33; and

NOW THEREFORE IT BE IT RESOLVED, to approve the following supplemental appropriation and operational transfer:

Supplemental Appropriation

\$ 275,000.00 into #11011112-5997 (General Fund – BOCC OT Operational Transfer)

Operational Transfer

\$ 275,000.00 from #11011112-5997 (General Fund – BOCC OT Operational Transfer)

\$ 160,000.00 into #2275-49000 (CCCLK COMP - Distributions/Transfers)

\$ 115,000.00 into #2282-49000 (CLKCT COMP – Distributions/Transfers)

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Supplemental App. file
Operational Transfer file
OMB
Clerk of Court

Resolution

Number 23-0774

Adopted Date June 13, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #2258

BE IT RESOLVED, to approve the following supplemental appropriation:

\$80,000 into #22585800-5663 (Classroom Training)

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
OhioMeansJobs (file)

Resolution

Number 23-0775

Adopted Date June 13, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 500.00 into BUDGET-BUDGET 22891224-5210 (Materials & Supplies)

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Common Pleas (file)

Resolution

Number 23-0776

Adopted Date June 13, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO TREASURER FUND #11011130

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Treasurer Fund #11011223 in order to process a vacation leave payout for Marlene Haddad former employee of the Treasurer:

\$1,247.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011130-5882	(Treasurer - Vacation Leave Payout)

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Treasurer (file)
OMB

Resolution

Number 23-0777

Adopted Date June 13, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
REC	FIDLAR ACQUISITION	FINAL SCANNING PROJECT	\$ 35,107.50
WAT	BRENNTAG MID SOUTH INC	WAT ET WATER TREATMENT CHEMICA	\$ 80,000.00

6/13/2023 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 23-0778

Adopted Date June 13, 2023

APPROVE ANNEXATION OF 51.4419 ACRES TO THE CITY OF LEBANON, SCOTT C. BRUNKA, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.16 [A.K.A. MUNICIPAL OWNED PROPERTY ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Scott C. Brunka, Agent to annex 51.4419 acres (Hart Road Area Annexation) to the City of Lebanon filed on the 17th day of May 2023; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.16 [a.k.a. Municipally Owned Annexation]; and,

WHEREAS, said petition has been determined to contain the following matters required by law:

- The petition set forth that under an ordinance of the municipality the territory described in the petition was authorized to be annexed.
- Includes an accurate legal description of the perimeter of the territory proposed to be annexed.
- Includes an accurate map or plat of the territory proposed to be annexed.

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

Mrs. Jones - yea
Mr. Young - yea
Mr. Grossmann - yea

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Scott Brunka, Agent
RZC
Auditor _____
City of Lebanon
Board of Elections

RPC
Map Room
Annexation file
Turtlecreek Township

Resolution

Number 23-0779

Adopted Date June 13, 2023

AUTHORIZE THE WATER AND SEWER DEPARTMENT TO APPROVE FUTURE APPLICATIONS FOR SANITARY SEWER CONNECTION PERMITS IN COMPLIANCE WITH THE WATER AND SEWER DEPARTMENT REGULATIONS FOR THE WOODLANDS AT MORROW SUBDIVISION IN THE MORROW ROACHESTER SEWER IMPROVEMENT AREA SUBJECT TO CONDITIONS

WHEREAS, this Board owns and operates a sanitary sewer system within the Morrow-Roachester Sewer Improvement Area which includes property within the Village of Morrow and Salem Township; and

WHEREAS, in 2004, the County Sanitary Engineer informed the developer of The Woodlands at Morrow Subdivision that its development was allotted a maximum of 500-550 sanitary sewer connections within the development, and by letter dated September 10, 2004, the developer acknowledged to the Village of Morrow that final record plats should not be approved if the development exceeded 500-550 lots and have not obtained additional capacity within the County sanitary sewer system; and

WHEREAS, based on an engineering study performed by Black and Veatch, the County sanitary sewer system in the Morrow-Roachester and Morrow-Cozaddale Improvement Areas requires improvement projects for the purposes of reducing and/or minimizing wet weather inflow and infiltration into the County sanitary sewer system; and

WHEREAS, currently The Woodlands at Morrow Subdivision has exceeded the allotted maximum 550 sanitary sewer connections without obtaining additional capacity, and the current Developer is requesting the Board to permit additional capacity in order to complete the development; and

WHEREAS, the Developer has agreed to make improvements to the sanitary sewer collection system, at its sole expense, which includes the cure-in-place lining of approximately 2,132 feet of 12-inch sanitary sewer that extends from The Woodlands at Morrow to the Todd's Fork Pump Station, plus sealing the ten sanitary manholes within said line in order to reduce the wet weather inflow and infiltration (hereinafter referred to as the "Wet Weather Mitigation Project"); and

WHEREAS, the Developer further agreed to limit the number of connections to the sanitary sewer system to 50 equivalent residential units per year in order to allow time for completion of improvements projects.

NOW THEREFORE BE IT RESOLED, to authorize the Water and Sewer Department to approve future applications for sanitary sewer connection permits in compliance with the Water and Sewer Department Regulations, and amendments thereto, for The Woodlands at Morrow Subdivision, subject to the following conditions:

RESOLUTION #23-0779

JUNE 13, 2023

PAGE 2

1. The Developer and/or its successors and assigns shall complete the Wet Weather Mitigation Project within twenty-four (24) months from the date of this resolution.
2. A maximum of fifty (50) sanitary sewer connection permits per year until build-out may be issued by the Water and Sewer Department to the Developer and/or its successors and assigns to connect to the County sewer system.

BE IT FURTHER RESOLVED, that the Board will revisit at a future date whether to impose additional sanitary sewer capacity fees not to exceed \$2,000 for each single-family equivalent residential unit in the Morrow-Roachester and Morrow-Cozaddale Sewer Improvement Areas.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne

cc: Water/Sewer (file)
Developer
B. McGary – Prosecutor's Office
Chris Finney
Village of Morrow
Project file

Resolution

Number 23-0780

Adopted Date June 13, 2023

AUTHORIZE THE WATER AND SEWER DEPARTMENT TO APPROVE SANITARY SEWER CONNECTION PERMITS IN THE AMOUNT NOT TO EXCEED FIFTEEN (15) EQUIVALENT RESIDENTIAL UNITS PER YEAR FOR MORROW-ROACHESTER SEWER IMPROVEMENT AREA

WHEREAS, this Board owns and operates a sanitary sewer system within the Morrow-Roachester Sewer Improvement Areas which includes property in Salem Township, unincorporated area known as Roachester, and the Village of Morrow; and

WHEREAS, based on a current study performed by the consulting firm of Black and Veatch, the County sanitary sewer system in the Morrow-Cozaddale and Morrow-Roachester Improvement Areas requires improvement projects for the purposes of reducing and/or minimizing wet weather inflow and infiltration during heavy rain events into the County sanitary sewer system in order to create additional capacity and to comply with Ohio EPA requirements; and

WHEREAS, based on the recommendations to address the capacity issues identified in the Black and Veatch Study and the necessary Capital Improvement Projects (CIP), the probable construction costs of the CIP are estimated to be Twenty Three Million Three Hundred Fifty Four Thousand Dollars (\$23,354,000), and the implementation of the Wet Weather Mitigation Plan for the Morrow-Roachester sanitary collection system will be completed by the County in phases over several years involving Preliminary and Long-term Actions, and a Ten (10) Year CIP; and

WHEREAS, without temporarily restricting the rate of future development prior to completion of such improvement projects recommended by the study, such future development will contribute to and exacerbate the underperforming sanitary sewer system; and

NOW THEREFORE BE IT RESOLVED, until further order of this Board, to authorize the Water and Sewer Department to approve sanitary sewer connection permits in the amount of no more than fifteen (15) equivalent residential units per year in the Morrow-Roachester Sewer Improvement Area, unless otherwise provided for in a separate resolution of this Board; and

BE IT FURTHER RESOLVED, that sanitary sewer connection fees shall be paid upon the application for service, that they shall be issued on a first-come, first-serve basis, and that each application shall fully comply with the Water and Sewer Department Regulations; and

BE IT FURTHER RESOLVED, the Water and Sewer Department shall provide this Board with periodic status reports of the need to continue to limit the number of sanitary sewer connection permits for equivalent residential units per year in the Morrow-Roachester Sewer Improvement Area, and the Board reserves the right to decrease, increase or completely remove the limit of sanitary sewer connection permits for equivalent residential units per year in the Morrow-Roachester Sewer Improvement Area based on CIP construction progress, further studies, or recommendations; and

RESOLUTION #23-0780

JUNE 13, 2023

PAGE 2

BE IT FURTHER RESOLVED, that this Board reserves the right at a future date to impose additional sanitary sewer capacity fees not to exceed \$2,000 for each single-family equivalent residential unit in the Morrow-Roachester and Morrow-Cozaddale Sewer Improvement Areas; and

BE IT FURTHER RESOLVED, that this resolution shall be effective immediately upon its adoption.

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

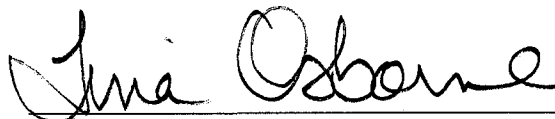
Mrs. Jones – yea

Mr. Grossmann – yea

Mr. Young – yea

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink that reads "Tina Osborne". The signature is written in a cursive style with a large, looped "O" at the end.

Tina Osborne, Clerk

/tao

cc: Water/Sewer (file)
Bruce McGary – Prosecutor's Office
Village of Morrow
Project file