

# Resolution

Number 23-1433

Adopted Date October 31, 2023

AMEND RESOLUTION #23-1322, ADOPTED OCTOBER 12, 2023, TO REFLECT THE CORRECT START DATE FOR MARQUITA HOSKINS WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, pursuant to Resolution #23-1322, adopted October 12, 2023, the hire date was listed as October 30, 2023, and Ms. Hoskins has requested to start November 13, 2023 due to daycare arrangements; and

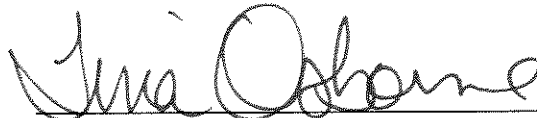
NOW THEREFORE BE IT RESOLVED, to amend Resolution #23-1322, adopted October 12, 2023, to reflect the correct start date of November 13, 2023.

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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M. Hoskins' Personnel file  
Children Services (file)  
S. Spencer

# Resolution

Number 23-1434

Adopted Date October 31, 2023

RESCIND RESOLUTION #23-1348 WHICH AUTHORIZED THE HIRING OF MACKENZIE HENRY AS PROTECTIVE SERVICES CASEWORKER I WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Henry has not completed a background check or drug screen and has made no contact with Human Resources upon accepting the offer of employment; and

BE IT RESOLVED, to rescind Resolution #23-1348, adopted October 17, 2023, which authorized the hiring of Mackenzie Henry within the Warren County Department of Job and Family Services, Children 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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
M. Henry's Personnel file  
OMB

# Resolution

Number 23-1435

Adopted Date October 31, 2023

AUTHORIZE THE INTERNAL POSTING OF THE "TRAINING SUPERVISOR" POSITION, WITHIN THE EMERGENCY SERVICES DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Training Supervisor" position within the Emergency Services Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the internal posting of the position of "Training Supervisor" 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 October 20, 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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
OMB – Sue Spencer

# Resolution

Number 23-1436

Adopted Date October 31, 2023

## ADVERTISE FOR PUBLIC HEARING #1 FOR FISCAL YEAR 2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

BE IT RESOLVED, to advertise for Public Hearing #1, the first of two public hearings to review the Fiscal Year 2024 Community Development Block Grant (CDBG) Program, to be held Tuesday, November 21, 2023, at 4:00 p.m., in the County Commissioners' Meeting Room; and

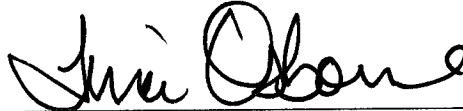
BE IT FURTHER RESOLVED, to direct the Clerk to publish notice of said hearing in Journal Pulse newspaper, in accordance with CDBG guidelines.

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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)

# Resolution

Number 23-1437

Adopted Date October 31, 2023

## APPROVE NOTICE OF INTENT TO AWARD BID TO W. E. SMITH CONSTRUCTION FOR THE LOWER SPRINGBORO ROAD DRILLED PIER WALL PROJECT

WHEREAS, bids were closed at 9:30 a.m., October 18, 2023, and the bids received were opened and read aloud for the Lower Springboro Road Drilled Pier Wall Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil F. Tunison, Warren County Engineer, W. E. Smith Construction, has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to W. E. Smith Construction, 2030 Bauer Rd., Blanchester, Ohio for a total bid price of \$131,897.00; and

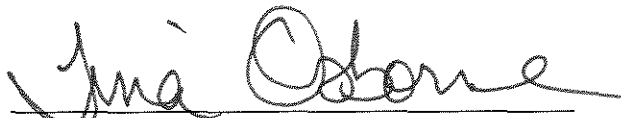
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 23-1438

Adopted Date October 31, 2023

## ENTER INTO CONTRACT WITH BANSAL CONSTRUCTION INC FOR THE WILMINGTON ROAD AND CLARKSVILLE ROAD INTERSECTION WARNING DEVICE PROJECT

WHEREAS, pursuant to Resolution #23-1264 dated September 28, 2023, this Board approved a Notice of Intent to Award Bid for the Wilmington Road and Clarksville Road Intersection Warning Device Project to Bansal Construction, Inc., for a total bid price of \$118,789.90; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Bansal Construction, Inc. 3263 Homeward Way, Fairfield, Ohio 45014 for a total bid price of \$118,789.90; 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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL/

cc: c/a— Bansal Construction, Inc.  
Engineer (file)  
OMB Bid file

## CONTRACT

**THIS AGREEMENT**, made this 31 day of October, 2023, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Bansal Construction, Inc.**, 3263 Homeward Way, Fairfield, Ohio 45014, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

### Wilmington Road and Clarksville Road Intersection Warning Device Project

hereinafter called the project, for the sum of \$118,789.90 (One Hundred Eighteen Thousand, Seven Hundred Eighty-Nine Thousand Dollars and Ninety Cents), and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non-Collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by December 29, 2023. The Contractor further agrees to pay, as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

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

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

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

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


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

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


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

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


WARREN COUNTY BOARD OF COMMISSIONERS  
(Owner)

  
Shannon Jones, President

(Seal)  
ATTEST:

 By:


NAME



Name

  
Title

Approved as to Form:

  
Assistant Prosecutor  
Adam M. Nice



# Resolution

Number 23-1439

Adopted Date October 31, 2023

APPROVE AGREEMENT AND ADDENDUM WITH CITY OF REFUGE DBA ONE WAY FARM, RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

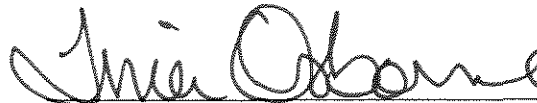
BE IT RESOLVED, to approve agreement and addendum with City of Refuge DBA One Way Farm, relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof:

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

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

Resolution adopted this 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – City of Refuge DBA One Way Farm  
Children Services (file)

Ohio Department of Job and Family Services  
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

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

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

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

and

City of Refuge DBA One Way Farm, hereinafter "Provider", whose address is:

City of Refuge DBA One Way Farm  
6131 River Rd  
Fairfield, OH 45014

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 **05/01/2023** 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.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

### **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 deliver aftercare support as described in Article IV.
- D. 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.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. 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.
- M. 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.
- N. 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).
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.
- T. 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.
- U. 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.
- V. 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.
- W. 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.).
- X. 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.
- Y. 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.
- Z. 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.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive 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. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.
- C. 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, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
  - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities; Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
  - 4. JFS 02911 Single Cost Report Instructions.
  - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  - 7. 2 CFR part 200.501, Audit Requirements.

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

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

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

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

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

## **Article XVI. NOTICE**

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

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

if to Provider, to  
City of Refuge DBA One Way Farm  
6131 River Rd  
Fairfield, OH 45014

## **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.

### Title IV-E Schedule A Rate Information

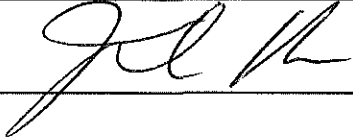
Title IV-E Schedule A Rate Information  
 Agency: Warren County Children Services  
 Provider / ID: City of Refuge DBA One Way Farm / 27790246

Run Date: 06/22/2023  
 Contract Period: 05/01/2023 - 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
One Way Farm Group Home 1 (20931)	7627814			\$238.00	\$11.00							\$249.00	05/01/2023	05/31/2024
One Way Farm Group Home 2 (20932)	7632563			\$238.00	\$11.00							\$249.00	05/01/2023	05/31/2024
One Way Farm Group Home 3 (20996)	7664014			\$238.00	\$11.00							\$249.00	05/01/2023	05/31/2024

**SIGNATURES OF PARTIES:**

**Provider: City of Refuge DBA One Way Farm**


Print Name & Title	Signature	Date
John Rice President		6-26-2023

**Agency: Warren County Children Services**

Print Name & Title	Signature	Date
Shawna Jones, Director		10-20-23

**Additional Signatures**

Print Name & Title	Signature	Date
Shannon Jones, President		10/31/23

**APPROVED AS TO FORM**  
  
**Kathryn M. Horvath**  
**Asst. Prosecuting Attorney**



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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

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

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

**AMENDMENT #5:**

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

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

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF WARREN

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

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

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

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

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

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

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

[Signature]  
AFFIANT

Subscribed and sworn to before me this 26th day of

JUNE 20 23  
[Signature]  
(Notary Public),

My commission expires



PORTIA BELL  
Notary Public, State of Ohio  
My Commission Expires  
June 21, 2026

**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."

**AMEDNMENT #5:**

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

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

**AMENDMENT #6:**

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-1439, dated 10/31/23, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

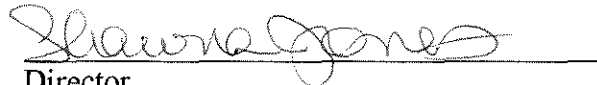
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

Date 10/31/23


  
\_\_\_\_\_  
Provider

Date 10-7-2023

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children's Services

Approved as to Form:

  
\_\_\_\_\_  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

# Resolution

Number 23-1440

Adopted Date October 31, 2023

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH HOPE'S CLOSET ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES.

BE IT RESOLVED, to approve and enter into a MOU with Hope's Closet on behalf of Warren County Human Services; MOU 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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Hope's Closet  
Human Services (file)

# MEMORANDUM OF UNDERSTANDING (MOU)

This memorandum of understanding (MOU), between The Board of County Commissioners, Warren County, Ohio, on behalf of the Warren County Department of Job and Family Services Division of Human Services (hereinafter "WCDJFS"), and Hope's Closet, 9850 Princeton Glendale Road, Suite C, West Chester, Ohio 45246 (hereinafter "Provider").

## 1. TERM

This MOU shall serve as such agreement and the term shall commence upon the Warren County Board of County Commissioner's approval through Resolution.

## 2. AGREEMENT

The agreement provides a partnership between Warren County Human Services and Hope's Closet and is funded through Kinship Caregiver Funding. The agreement includes the following:

- A maximum of 2 shopping trips for Kinship Caregivers for the children in their care,
- Each visit will be billed at \$50.00 per child per visit for a maximum of \$100.00 per child. Not to exceed \$10,000 annually.

## WCDJFS' RESPONSIBILITIES

- WCDJFS will be responsible determining Kinship Caregiver eligibility for the program.
- WCDJFS is responsible providing a copy of the approved PRC Application to the Kinship Caregiver.
- Tracking payments in the PRC Tracking Tool.

## 3. HOPE'S CLOSET RESPONSIBILITIES

- Hope's Closet is responsible for coordinating with Kinship Caregivers a date and time for shopping. Details of the trip are outlined in the Private Partnership Agreement (Exhibit A).
- Hope's Closet will take the application that the Kinship Caregiver will bring with as proof of eligibility and when invoicing for payment will provide a copy of the application with the invoice.
- Hope's Closet is responsible for tracking the total number of visits per child to ensure they do not exceed the maximum of 2 visits.
- Hope's Closet is responsible for invoicing WCDJFS for expenditures for the previous month and should submit the invoice and all supporting documentation to WCDJFS Fiscal Officer on or before the 10<sup>th</sup> of the following month. The invoice should clearly outline the Kinship Caregiver (adult) and the name of the child they received services for.

## 4. GOVERNING LAW

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

## 5. INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein; and this MOU shall supersede all previous communications, representations or agreements, either written or

oral, between the parties to this MOU with respect to the subject matter hereof. This MOU shall not be modified in any manner except by an instrument, in writing, executed by the parties to this MOU.

**6. SEVERABILITY**

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

**7. TERMINATION**

This MOU may be terminated by either party, upon notice, in writing to the Director of Job and Family Services, delivered upon the other party 90 days prior to the effective date of termination.

**8. NON-DISCRIMINATION**

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

Neither party will discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Both parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating both parties comply with all applicable federal and state non-discrimination laws.

Both parties agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this MOU, or in reference to any contractors or subcontractors of either party.

**9. RELATIONSHIP**

Nothing in this MOU is intended to, or shall be deemed to constitute, a merger of the two entities.

**10. PUBLIC RECORDS**

This MOU is a matter of public record under the laws of the State of Ohio. Both parties agree to make copies of this MOU promptly available to any requesting party.

**11. CONFIDENTIALITY**

WCDJFS and Hope's Closet agree to comply with all federal and state laws applicable to both departments concerning confidentiality.

**12. AMENDMENTS**

This writing constitutes the entire agreement between WCDJFS and Hope's Closet with respect to all matters herein.

**13. AUDIT**

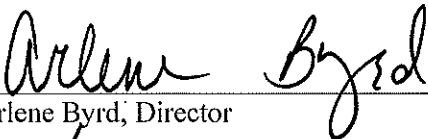
The transfer and expenditure of these funds are subject to audit by the Auditor of State. Any non-compliance with expenditures of the funds in accordance with applicable regulations and guidance are subject to findings and recovery and subject to recoupment.

The terms of this MOU are hereby agreed to by both parties, as shown by the signatures of representatives of each.

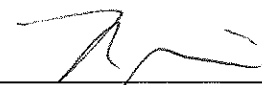
**SIGNATURES**

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


**WARREN COUNTY  
HUMAN SERVICES**

  
\_\_\_\_\_  
Arlene Byrd, Director  
10/18/2023  
\_\_\_\_\_  
Date


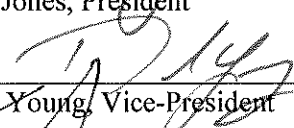
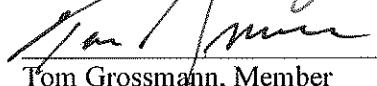
**HOPE'S CLOSET**

  
\_\_\_\_\_  
Mark Phair, Executive Director  
10/18/23  
\_\_\_\_\_  
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  
10/31/23  
\_\_\_\_\_  
Date





**Warren County Human Services  
Private Partnership Agreement**

<p><b>Annual Fee Agreement</b></p>	<p>Foster and Kinship Caregiver Eligible Households with a maximum of 2 visits per year at \$50. Max per household is \$100.00.</p>	<p>Fee to be paid monthly via invoice to Warren County.</p>
<p><b>Description of Service</b></p>	<p>Hope's Closet will provide, at a minimum, the age and season appropriate resources outlined below.</p>	<p>Additional clothing and non-clothing items will be available based on needs.</p>
<p><b>Newborns, Infants, and Toddlers to 24 Months</b></p>	<p>14 Outfits (NB-18 months) 10 Sleepers (NB to 9 months) 10 Onesies (NB to 24 months) 3 Pajamas Diapers and wipes</p>	<p>We also will provide other items as needed such as bottles, baby toys, formula, strollers etc.</p>
<p><b>Children 24 Months and Older</b></p>	<p>10 Outfits (top and bottom) 3 Pajamas 2 Shoes Underwear Socks (6-8 Pairs) 4 Bras (for females) Jacket Coat Make-up/Accessories Suitcase/Backpack Toiletry Bag Toy Books Blanket Blessing Bag (first time shopper)</p>	<p>Additional items based on season include:  Formal Clothing Items Holiday Attire Winter Hat, Gloves, Scarf Snow Boots/Snowpants Swimwear</p>

# Resolution

Number 23-1441

Adopted Date October 31, 2023

APPROVE THE AMENDED WARREN COUNTY PREVENTION, RETENTION, AND CONTINGENCY PLAN (PRC) FOR THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES, DATED OCTOBER 31, 2023

BE IT RESOLVED, to approve the amended PRC Prevention, Retention, and Contingency Plan on behalf of the Warren County Department of Human Services, dated October 31, 2023, 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:

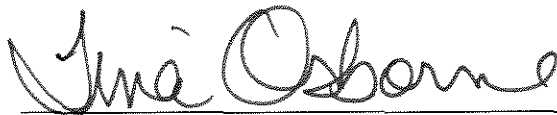
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)

**Warren County  
Job and Family Services  
Division of Human Services  
Prevention, Retention, Contingency Plan (PRC)  
10/31/2023**

**Warren County Job & Family Services  
Division of Human Services  
416 S. East Street  
Lebanon, OH 45036  
513-695-1420**

**Contact Information:  
Arlene Byrd, Director  
513-695-1422**

## Table of Contents

<b>SECTION I. INTRODUCTION</b> .....	3
<b>SECTION II. EMERGENT NEED AND EXPLORING COMMUNITY RESOURCES</b> .....	4
<b>SECTION III. ELIGIBILITY</b> .....	4
Economic Needs.....	4
Resources/Assets .....	6
Assistance Groups.....	6
Application Process.....	8
PRC Program Modification/Termination .....	9
<b>SECTION IV. CHILD WELFARE: SERVICES AND BENEFITS</b> .....	10
Kinship Navigator Services/Outreach .....	10
Child Welfare Case Management .....	10
Kinship Caregiver .....	11
Child Welfare Services and Benefits .....	12
<b>SECTION V. WCDJFS: SERVICES AND BENEFITS</b> .....	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 Fee .....	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
<b>SECTION VI. WCDJFS DISASTER ASSISTANCE</b> .....	25
Disaster Assistance.....	25
Disaster Assistance for Adults and Disabled.....	26
<b>SECTION VII. SUBGRANTED OR CONTRACTUAL PRC</b> .....	27
<b>SECTION VIII. APPROVAL</b> .....	30
Signatures .....	30
<b>SECTION IX. EXHIBITS</b> .....	31

## 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:

- |                     |  |
|---------------------|--|
| <b>PREVENTION:</b>  | Designed to divert families from ongoing cash assistance by providing short term non-assistance.                               |
| <b>RETENTION:</b>   | Provided to assist an employed member of the family maintaining employment.  |
| <b>CONTINGENCY:</b> | 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:

- |                        |  |
|------------------------|--|
| <b>TANF Purpose 1:</b> | To provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.   |
| <b>TANF Purpose 2:</b> | To end the dependence of needy parents on government benefits by promoting job preparation, work and marriage.   |
| <b>TANF Purpose 3:</b> | 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. |
| <b>TANF Purpose 4:</b> | 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 may be 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**

### **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

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 124<sup>th</sup> 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.

- 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 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.

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 15<sup>th</sup> 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. Modifications 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, specified relative, legal guardian, or legal custodian and 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, specified relative, legal guardian, or legal custodian 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, specified relative, legal guardian, or legal custodian 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.

**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, specified relative, legal guardian, or legal custodian

**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.

- Children may reside in the home or the child(ren) have been out of the home less than a total of six consecutive months.
- 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.
- Authorization of PRC services must contribute to the reunification process.
- Receipt of assistance will not count toward the maximum limit for the County PRC Assistance Program.
- 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.

## 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 disabled 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><b>Contingency Services:</b> 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><b>**Job Readiness Class Required see above</b></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><b>Employment and Training Services and Benefits:</b> 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> <p>Tests and assessments 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>	<p>At or below 200% FPL</p>	<p>Employed Individuals</p> <p>OWF Work Activity Participants – to obtain employment and/or training opportunities.</p> <p><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><b>Rent Payment/ Security Deposit</b></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) 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 12-month period.</p> <p>Amount to be paid by WCDJFS 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><b>**Job Readiness Class Required see above</b></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><b>Utility Assistance for Initial Services and Shut offs:</b> 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><b>Automobile Insurance</b></p> <p>To pay for insurance coverage required to operate a vehicle</p>	<p><b>TANF Purpose: 1 and 2</b></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><b>License Plate and Vehicle Registration Fees</b></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><b>TANF Purpose: 1 and 2</b></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><b>Short-term payment of auto loan or lease</b></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><b>TANF Purpose: 1 and 2</b></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><b>At or below 200%</b></p>	<p>Employed Individuals</p> <p><i>See above Employment Definition</i></p>
<p><b>Automobile Repair</b></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><b>TANF Purpose: 1 and 2</b></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>Pregnant individuals with no other children</p>	<p><b>At or below 200% FPL</b></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
<b>Transportation</b> Transit Pass, Mileage reimbursement to and from work or school, Transportation Allowance,	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.  <b>OR</b>  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.  Pregnant individuals with no other children	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
<b>Child Care Registration Fee</b> 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:

The following individuals related by blood or adoption to the child:

- (1) Grandparents, including grandparents with the prefix "great," "great-great," or "great-great-great";
- (2) Siblings;
- (3) Aunts, uncles, nephews, and nieces, including such relatives with the prefix "great," "great-great," "grand," or "great-grand";
- (4) First cousins and first cousins once removed;
- (5) Stepparents and stepsiblings of the child;
- (6) Spouses and former spouses of individuals named in divisions (A) and (B) of this section;
- (7) A legal guardian of the child;
- (8) A legal custodian of the child;

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
--------------------	--------------	-----	------------------	------------------------	----------------

<p><b>Kinship Caregiver Program Tier 1- Stabilization Services (Child Care)</b> 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><b>Caregiving Services</b> 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><b>Stabilization Services</b> 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><b>TANF Purpose: 1</b></p>	<p>Cannot exceed 4 months of assistance in a rolling one-year period</p> <p>Please note funds may be limited.</p>	<p>Each child living with a kinship caregiver shall make up a PRC assistance group of one.</p>	<p><b>Income of the assistance group (child) cannot exceed 200% of the FPL.</b></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><b>Kinship Caregiver Program Tier 2- Caregiving Services (Child Care)</b> 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>Childcare expenses may be paid directly to a Licensed Child Care Provider or reimbursed</p>	<p><b>TANF Purpose: 1</b></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 being provided shall be: Under age thirteen at the</p>	<p><b>Income of the assistance group (Kinship Caregiver) cannot exceed 200% of the FPL</b></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>Employed Individuals</p>



<p>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>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><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>
--	--	---	--	--

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p><b>Ohio Youth to Work Program</b>  <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).

--	--	--	--	--	--

**SECTION VII  
WCDJFS DISASTER SERVICES AND BENEFITS**

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p><b>Disaster Assistance</b> 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"> <li>➤ <i>Shelter Assistance</i> <ul style="list-style-type: none"> <li>• Rent/Rent Deposits</li> <li>• Mortgage Payments</li> <li>• Emergency shelter/temporary shelter (excluding hotel charges)</li> <li>• Payment of moving expenses</li> </ul> </li> <li>➤ <i>Utility Assistance</i> <ul style="list-style-type: none"> <li>• Payments for initial hook up</li> <li>• Purchase bulk fuel destroyed or damaged by disaster</li> <li>• Installation or repair of telephone (when medically necessary with Doctor Statement)</li> <li>• Home repair or replacements affecting basic structure (provided to the homeowner only)</li> <li>• Appliances or fixture repair or replacements</li> <li>• Repair or purchase of furnace, air conditioning, or water heater (provided to the homeowner only)</li> <li>• Purchase or replace essential household contents</li> </ul> </li> <li>➤ <i>Personal items</i> <ul style="list-style-type: none"> <li>• Essential clothing for members of the Assistance Group</li> <li>• Essential non-consumable products, excluding tobacco products and alcohol</li> </ul> </li> <li>➤ Vehicle repair for damage caused by the disaster provided the automobile is necessary for employment or medical condition</li> </ul>	<p>TANF Purpose: 1</p>	<p>Determined by State or County, not to exceed \$1,500 per family.</p> <p>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>

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p><b>Disaster Relief for Adults and Disabled Not eligible for TANF Plan</b></p> <p>Benefits to assist with damage or loss sustained because of natural disaster upon declaration of Governor</p>	<p>TANF Purpose: 1</p>	<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><b>OR</b></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><b>Determined by State Declaration</b></p> <p>or</p> <p><b>At or below 200% FPL</b></p>	<p>Adults over age 55 with no minor children</p> <p>Disabled Adults</p>

**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><b>Family Promise of Warren County</b> 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	<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>At or below 200% of FPL</p> <p>Self-Declaration Application</p>	<p>Families and Children</p> <p>Victims of Domestic Violence</p>
<p>SAFE on Main, Inc. SAFE on Main, Inc. 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	<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>At or below 200% of FPL</p> <p>Self-Declaration Application</p>	<p>Families and Children</p> <p>Victims of Domestic Violence</p>
<p><b>Educational Service Center- Resource Coordinator Program for Schools</b> 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	<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>At or below 200% FPL</p> <p>Self-Declaration Application</p>	<p>Families with Children</p>
<p><b>Workforce Development Training &amp; Curriculum</b> 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	<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>At or below 200% FPL</p> <p>Self-Declaration Application</p>	<p>Families with Children</p>

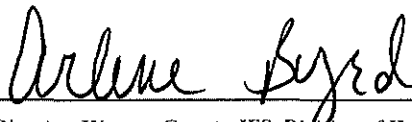
			<p>Pregnant individuals with no other children</p> <p>Non-custodial parent who lives in the state but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>		
<p><b>Children Services</b>          Provided to families at risk of child abuse and or/neglect, as determined by the 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>	TANF Purposes I	Contracted Amount	<p>Kinship Relative, specified relative, legal guardian, or legal custodian 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>

**SECTION XI.  
APPROVAL**

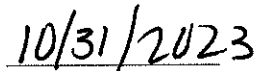
**INTERPRETATION**

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 Amended October 31, 2023.**



Director, Warren County JFS, Division of Human Services



Date



**SECTION X.  
EXHIBITS**

**Application A- WCDJFS PRC Application**

**Application B**  
**WCDJFS- TANF Summer Youth Employment Program Application**

**Application C**  
**TANF Child Welfare/Kinship Navigator Self-Declaration Application**  
**TANF Self-Declaration for Kinship Caregiver Payments Application**

**Application D**  
**Self-Declaration Application for TANF PRC Contract Services**

## **WARREN COUNTY JFS**

### **Amended - 2023-2025 PREVENTION, RETENTION, CONTINGENCY PLAN CHANGES AND UPDATES**

1. Removed “in their third trimester of pregnancy” from AG/Household section on page 7.
2. Removed “Gas Cards” from Service or Benefit section of Transportation on page 20.
3. Removed “and are dependent upon State Allocation” from CAP section of Kinship Caregiver on page 22.
4. Changed Non-relative Families to "specified relative, legal guardian, or legal custodian" from C. Child Welfare Program Kinship Caregiver Payments TANF Purpose 1 on page 10.
5. Changed Non-relative Families to "specified relative, legal guardian, or legal custodian" on all tables from Targeted Group on page 11.
6. Changed Non-relative Families to "specified relative, legal guardian, or legal custodian" on all tables from Assistance Group on page 29.

# Resolution

Number 23-1442

Adopted Date October 31, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN THE HEALTHY AGING GRANT AGREEMENT BETWEEN WARREN COUNTY BOARD OF COMMISSIONERS AND OHIO DEPARTMENT OF AGING

BE IT RESOLVED, to approve and authorize the President of this Board to sign the Healthy Aging Grant Agreement between Warren County Board of Commissioners and Ohio Department of Aging, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from Ohio Department of Aging, 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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm/

cc: c/a—Ohio Department of Aging  
OGA (file)  
Auditor's Office



ODA TN 2023-311

## Grant Agreement between the Ohio Department of Aging and Warren County Board of Commissioners Healthy Aging Grants

This grant agreement (Agreement) is entered into by and between the Ohio Department of Aging (ODA), located at 30 E Broad St, 22<sup>nd</sup> Floor, Columbus, OH 43215 and the Warren County Board of Commissioners (Recipient), located at 406 Justice Drive, Room 311, Lebanon, Ohio 45036, collectively the "Parties."

1. **Purpose:** ODA hereby grants funds to Recipient who shall use these funds solely to support the program(s) outlined in **Attachment A** of this Agreement. **Attachments A, B, C, D, and E** are an integral part of this Agreement and are considered incorporated fully within this Agreement.

**Funding Amount:** The amount of funds being awarded to Recipient through this Agreement is defined in **Attachment A** of this Agreement. Funding level approvals, and/or changes, for this Agreement will be identified and communicated in one or more Notice of Grant Award (NGA). The initial NGA shall be distributed on execution of this Agreement.

2. **Funding Source and Certification of Funds:** The original source of funds being awarded to Recipient through this Agreement is defined in **Attachment A** to this Agreement.

Recipient agrees ODA's obligations under this Agreement are subject to a determination by the Director of ODA that sufficient funds have been appropriated by the Ohio General Assembly and remain available for the purposes of this Agreement and the Director of the Ohio Office of Budget and Management has certified the availability of such funds as required by Ohio Revised Code (ORC) 126.07.

If at any time and without prior notice the Director of ODA informs Recipient in writing that sufficient funds are no longer available for the purposes of this Agreement, Recipient shall not obligate additional costs against the award or perform program activities and, except for closeout, reporting and audit activities, shall cease all activity associated with the Agreement as of the date of notification.

3. **Grant Period:** Funds may be obligated and spent according to the dates specified in paragraph 5(f) of this Agreement. Recipient may not obligate funds prior to the beginning of the approved grant period. Recipient may make obligations up to the amount approved on the NGA for the given period.

This Agreement shall be effective on the last date signed by the Parties and shall expire on October 31, 2024. The obligations of Recipient regarding reporting, closeout, and record keeping shall remain in effect until met.

4. **Reporting:** Recipient shall submit reports as required in **Attachment A** of this Agreement.

Recipient's failure to submit programmatic and financial reports on time may be the basis for withholding payments, suspension, termination, or denial of continued funding.

30 E Broad St, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215-3414 U.S.A.

Main: 1-800-266-4346  
Fax: 614-466-5741  
aging.ohio.gov

Vision: Ohio - The best place to age in the nation

Mission: Foster sound public policy, research, and initiatives that benefit older Ohioans



Recipient shall be responsible for the accuracy and completeness of all information contained within technical and financial reports submitted to ODA.

5. **Payment:** Funds awarded pursuant to this Agreement will be paid on the advance basis as indicated in **Attachment A**, to Recipient on request made in the format required by ODA. Funds may not be requested earlier than the first day of the grant period. Recipient shall use the appropriate Request for Funds (RFF) form and submit the requests pursuant to the schedule provided by ODA.

- a. Recipient understands ODA may limit subsidy payments pursuant to Ohio budgetary requirements, including limitations on available allotment amount or frequency of request. Requests not meeting the budgetary requirements may be returned for revision or updated by ODA with communication to Recipient, in the sole discretion of ODA. ODA will provide Recipient notice documenting the areas requiring revision or update and will outline the requirements necessary for payment.

If Recipient does not perform any of its obligations under this Agreement, ODA will provide Recipient with notice documenting the areas requiring remediation. Recipient shall provide ODA a written corrective action plan detailing the timeline for deficiency correction and specific steps to correct the deficiency. ODA, in its sole discretion, may delay payment pending corrective action or if Recipient fails to satisfy the corrective action plan in a timely manner.

- b. If the RFF due date falls on a Saturday, Sunday, or ODA designated holiday, the report shall be due the following business day.
- c. The completed RFF with all required Recipient signatures shall be submitted to ODA via [ODAINVOICES@AGE.OHIO.GOV](mailto:ODAINVOICES@AGE.OHIO.GOV).
- d. Recipient shall submit a final RFF form with a trial balance for the grant period with all balance sheets and income statement accounts as backup documentation no later than October 31, 2024.

The final RFF form shall include supplemental worksheets supporting the figures reported and the calculations necessary to reconcile the figures on the trial balance and income statement to the final RFF form. The supplemental worksheets shall include identification of the account codes and a detailed crosswalk to permit backup documentation to be linked to the figures on the final RFF form. Submission of this documentation does not preclude ODA from requesting Recipient to demonstrate the process used to develop the reported figures.

In the event of early termination, Recipient shall submit the final RFF within thirty (30) days after the effective date of the early termination.

- e. By accepting funds under this Agreement, Recipient agrees to comply with all applicable provisions of Section 209.30 Healthy Aging Grants of Ohio Amended Substitute House Bill 33 (135th General Assembly); the American Rescue Plan Act P.L. 117-2 (ARPA) including, but not limited to, section 9901 Coronavirus State and Local Fiscal Recovery Funds of P.L. 117-2 (March 11, 2021); 31 CFR Part 35 Subpart A Coronavirus State and Local Fiscal Recovery Funds; and guidance issued by the U.S. Department of the Treasury regarding the foregoing, including restrictions on use that apply to each of the eligible use categories. In addition, Recipient certifies that it shall comply with all applicable requirements contained in the Terms and Conditions attached hereto and incorporated herein as **Attachment E**. Recipient acknowledges

and agrees that any funds provided under this Agreement not spent in accordance with the intent and purpose of this Agreement shall be returned in full to ODA.

- f. Recipient agrees that any disbursement of funds must be OBLIGATED or EXPENDED for eligible uses between October 1, 2023, and June 30, 2024. Recipient agrees that all funds, including any further disbursement(s) must be EXPENDED for eligible uses by September 30, 2024. All reports, documentation, and remaining funds shall be returned to ODA no later than the close of business on October 31, 2024. Recipient agrees to meet performance requirements. Recipient shall return any remaining funds if at least fifty percent (50%) of the funds is not OBLIGATED or EXPENDED by March 31, 2024, as submitted in a quarterly report filed by April 10, 2024, and subject to the discretion of ODA. Recipient acknowledges and agrees that funding under this Agreement and Recipient's use of funds provided under this Agreement is subject to recoupment by the U.S. Department of Treasury and/or ODA for Recipient's failure to use funds in strict compliance with the requirements of ARPA, U.S. Department of Treasury's regulations and guidance, and all other applicable federal, state and local laws, rules, regulations, executive orders or guidance governing the funds provided under this Agreement. The provisions of this section do not prohibit ODA from exercising any other rights or remedies available to it under federal or state law. If funds are returned to ODA, Recipient shall indicate the source and program period of those funds. Funds shall be returned by Automated Clearing House (ACH) pursuant to instructions from ODA or by check payable to the "Treasurer, State of Ohio" and mailed to the following address:

Ohio Department of Aging  
Attn: Fiscal Division  
30 E Broad St, 22<sup>nd</sup> Floor  
Columbus, OH 43215

## 6. Core Assurances for this Agreement:

Recipient, as consideration for award of this Agreement from ODA, hereby agrees to all the following standard assurances and requirements:

Recipient:

- a. Shall comply with all ODA policies and procedures and all applicable local, state and federal laws, rules, regulations and executive orders governing the use of the funds awarded through this Agreement.
- b. Except as otherwise required by federal law, agrees all expenses charged or allocated to this grant shall be reasonable, allowable and allocable to this grant, as those terms are defined by the United States Office of Management and Budget (OMB) for purposes of the federal grants awarded by the United States government.<sup>1</sup>
- c. Agrees all expenses incurred or allocated under this Agreement shall be supported by appropriate and sufficient supporting documentation, including but not limited to, worksheets and/or time studies, signed contracts, receipts, purchase orders, requisitions, payroll records, bills or other evidence of liability consistent with recipient's established procurement procedures.
- d. Shall maintain all records relating to costs and work performed, including but not limited to supporting documentation, in the same manner as required by Recipients of

---

<sup>1</sup> OMB Uniform Administrative Guidance for Federal Awards (2 CFR part 200)

the United States government,<sup>2</sup>; the American Rescue Plan Act (ARPA) P.L. 117-2 (March 11, 2021), including but not limited to section 9901 Coronavirus State and Local Fiscal Recovery Funds; U.S. Department of Treasury regulations implementing ARPA (including but not limited to 31 CFR Part 35 Subpart A Coronavirus State and Local Fiscal Recovery Funds); and guidance regarding the eligible uses of funds. All records shall be maintained during the grant period and for five (5) years after all funds have been expended or returned to Treasury by ODA, whichever is later. Recipient shall make all records available in a timely manner for unrestricted review or audit by the State of Ohio<sup>3</sup>, the federal awarding agency, Federal Comptroller General, Federal Inspectors General, or duly authorized law enforcement officials, or any of their duly authorized representatives in accordance with 2 CFR 200.337. If a review or audit is initiated before the expiration of the retention period, Recipient shall retain all records until notified by ODA pursuant to 2 CFR 200.334 (b). Recipient further agrees that funds received under this Agreement may be subject to future review or audit and agrees to fully comply with such review or audit, including access to records. Recipient shall comply with all applicable provisions of 2 CFR 200 Subpart F.

- e. Recipient recognizes and agrees this Agreement, and any information, deliverables, records, reports, and financial records related to this Agreement are presumptively deemed public records. Such records shall be made freely available to the public unless ODA determines, pursuant to state or federal law, such materials are confidential and or otherwise exempt from disclosure. Recipient shall comply with any direction from ODA or other agency with requisite legal authority to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information if so ordered.
- f. Shall establish, maintain, and provide to ODA such statistical and/or program reports as are required by the laws, regulations, and policies of the United States government, the State of Ohio and/or ODA, and in the manner specified by ODA;
- g. Shall comply with ODA grant closeout procedures, including requirements to return excess funds or disallowed costs as part of the final RFF submission, monitoring findings or audit conducted by federal or state auditors;
- h. Shall comply with single audit requirements found at 2 CFR Part 200 Subpart F.
- i. Agrees neither Recipient nor any provider, beneficiary, subcontractor or subrecipient, nor any person acting on behalf of Recipient or any provider, beneficiary, subcontractor or subrecipient, shall, in the employment of any person qualified and available to perform the work to which this Agreement relates, or person participating or enjoying the benefits of any program or activity funded in whole or in part with state and/or federal funds, discriminate by reason of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry against any person. Recipient further agrees that neither Recipient nor any provider, beneficiary, subcontractor or subrecipient, shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry as those terms are defined in Ohio and

---

<sup>2</sup> 2 CFR 200.334

<sup>3</sup> The State of Ohio includes, but is not limited to, ODA, the Ohio Office of Budget and Management, the Ohio Auditor of State (including Independent Public Auditors working on behalf of the Ohio Auditor of State), Ohio or Federal Inspectors General or duly authorized law enforcement officials.

drugs or alcohol, or abuse prescription drugs in any way, while engaged in the work to be performed under this Agreement or while on public property;

- l. Shall notify ODA, in the event a legal action is initiated by a consumer or other third-party against Recipient and the legal action relates to the funds awarded through this Agreement, of the legal action within seven (7) days of service of the legal action;
- m. Shall comply with the Trafficking Victims Protection Act in all respects;
- n. Certifies it is not subject to an "unresolved" finding for recovery as outlined in ORC 9.24 and further agrees if this assurance is later found to be false, the Agreement shall be void from its beginning and Recipient shall immediately repay any and all funds received under the Agreement;
- o. Affirms pursuant to Ohio Revised Code section 9.76(B) it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so within the term of this Agreement;
- p. Shall not assign any of its rights nor delegate any of its duties under this Agreement without written consent of ODA. Any assignment or delegation not consented to by ODA may be deemed void;
- q. Certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of ORC 3517.13(I) and (J) and shall comply with all requirements contained therein;
- r. Recipient certifies that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including, but not limited to, any insurance coverage, workers' compensation, or unemployment compensation coverage and shall accept full responsibility for payment of all unemployment compensation insurance premiums, workers' compensation premiums, all income tax deductions and other federal, state, municipal or other tax liabilities, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Recipient on the performance of the work authorized by this Agreement. Recipient agrees that neither it nor any individual providing services under this agreement are agents, servants or employees of ODA or the State of Ohio by virtue of this Agreement, and understands the same are not public employees and are not entitled to contributions from ODA or the State of Ohio to any public employee retirement system as a result of this Agreement;
- s. Recipient certifies funds provided under this agreement will not be used to cover a cost already covered by another state or federal funding source;
- t. Covenants that it does not owe: 1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts are being contested in a court of law or not; and
- u. Covenants that it has made no false statements in the process of obtaining a grant of funds. If Recipient has knowingly made a false statement to obtain a grant of funds, Recipient shall be required to return all funds to ODA immediately.

## 7. Federal Grant Specific Provisions

If the funding source listed in **Attachment A** is identified as federal, Recipient shall also comply with the following specific provisions:

- a. **HHS Grants Policy Statement:** To the extent applicable, based on the purpose and funds awarded under this Agreement, this Agreement is subject to the requirements of the U.S. Department of Health and Human Services (HHS Grants Policy Statement (HHS GPS)).
- b. **Compliance with Uniform Guidance:** Recipient shall comply with all applicable requirements contained in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and/or as adopted by the Federal Awarding Agency identified in Attachment A to this Agreement and all applicable appendices. This shall include but not be limited to, 2 CFR 200.337 (45 CFR 75.335) and all applicable provisions contained in Appendix II to 2 CFR Part 200 (45 CFR Part 75).
- c. **United States v. Windsor:** In the provision of services funded through this subaward, Recipient shall recognize the validity of any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes same-sex marriages, including one of the 50 states, the District of Columbia, or a U.S. territory, or a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. Accordingly, Recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationship to reflect inclusion of same-sex spouses and marriages. Any similar familial terminology references in HHS statutes, or regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described in this paragraph.
- d. **SAM/UEI Requirements:** Recipient shall update and maintain its annual registration with the Federal System for Award Management (SAM), and shall ensure its SAM registration and UEI information are both current, throughout the term of this Agreement.
- e. **Salary Limitations:** Any applicable statutory or regulatory requirements, including 2 CFR Part 200 (45 CFR Part 75), directly apply to this Agreement apart from any coverage in the HHS GPS. Recipient shall not use funds awarded through this Agreement to pay the salary of an individual at a rate in excess of Executive Level II.
- f. **Gun Control:** None of the funds made available in this Agreement may be used, in whole or in part, to advocate or promote gun control.
- g. **Restriction on Distribution of Sterile Needles:** No funds appropriated in this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- h. **Blocking Access to Pornography:** None of the funds made available in this Agreement may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this paragraph shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

federal law. Recipient shall include the language of this paragraph in each of its provider, beneficiary, subcontractor or subrecipient contracts. Recipient shall adopt a written non-discrimination policy which shall be distributed to each of Recipient's providers, beneficiary, subcontractors and/or subrecipients. Recipient agrees to comply with the requirements contained in Attachment E to this Agreement. To the extent the terms contained in Attachment E conflict with the provisions of this section, the language contained in Attachment E shall prevail.

Recipient agrees to require any subgrantees, beneficiary, contractors, subcontractors, successors, transferees, and assignees to comply with the requirements contained in Attachment E to this Agreement, and agrees to comply with and incorporate the following language in every contract or agreement subject to Title VI of the Civil Rights Act of 1964, as amended, and its regulations between Recipient and Recipient's subgrantees, contractors, subcontractors, successors, transferees and assignees:

"The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352); 42 USC 2000d-1 *et seq.* and the Department's implementing regulations; 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973; Public Law 93-112, as amended by Public Law 93-516; 29 USC 794; Title IX of the Education Amendments of 1972; 20 USC 1681 *et seq.*, and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 USC 6101 *et seq.*, and the Department implementing regulations at 31 CFR part 23.

- j. Certifies Recipient understands federal ethics and conflict of interest laws, if applicable, and state of Ohio ethics and conflict of interest laws and certifies it is in and shall remain in compliance with those provisions as any of them may be amended or supplemented from time to time. Recipient certifies that no personnel or other official, employee, agent or contractor who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Recipient shall immediately disclose in writing to ODA any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless ODA determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest;
- k. Shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces, and shall make a good faith effort to ensure its employees, subcontractors, or subrecipients do not purchase, transfer, use or possess illegal

- i. **Never Contract with the Enemy:** Recipients receiving funds covered by 2 CFR Part 183 shall comply with all applicable requirements of 2 CFR part 183 and hereby certify they will not directly or indirectly provide funds (including goods and services) received under a covered grant to restricted or prohibited persons or entities and have exercised due diligence to ensure no funds (including goods and services) received under a covered grant will be provided directly or indirectly to restricted persons or entities. Recipients of covered funds shall terminate or void, in whole or in part, any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VII of the NDAA for FY 2015, unless the federal awarding agency provides written approval to continue the subaward or contract. ODA may terminate or void this Agreement, in whole or in part, if it or the federal awarding agency becomes aware that Recipient failed to exercise due diligence as required by 2 CFR Part 183; or if ODA or the federal awarding agency becomes aware that any funds received under this Agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the United States Armed Forces are actively engaged in hostilities. This requirement shall be included in all subawards (if permitted under the terms of this Agreement) including all contracts and purchase orders for work or products under this Agreement.
- j. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** Recipient shall comply with all applicable requirements contained in 2 CFR 200.216 regarding obligation or expenditure of funds appropriated under this Agreement to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as defined by 2 CFR 200.216) as a substantial or essential component of any system, or as critical technology as part of any system.
- k. **Domestic Preference for Procurement:** To the extent consistent with law, Recipient shall, to the greatest extent practicable under this Agreement, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States as defined by 2 CFR 200.322. This requirement shall be included in all subawards (if permitted under the terms of this Agreement) including all contracts and purchase orders for work or products under this Agreement. Recipient shall comply with all applicable requirements contained in 2 CFR 200.322.
- l. **Statutory and National Policy Requirements:** Recipient shall ensure that all grant funds received under this Agreement are expended and associated programs are implemented in full accordance with the U.S. Constitution, federal law, and public policy requirements including, but not limited to: those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination in compliance with the requirements of 2 CFR 200.300.
- m. **Change in Key Personnel:** Recipient shall comply with 2 CFR 200.308, which requires recipients of federal funds to request approval from the grantor for a number of changes related to the grant, including a change in key personnel identified in the application for federal funds or in the grant award. Change in key personnel includes replacement or change in status, such as an absence for any continuous period of three (3) months or more, or reduction of time devoted to the project by twenty-five (25) percent or more from the level in the approved application.
- n. **Lobbying:** Recipient is subject to the restrictions on lobbying set forth in 31 USC 1352 and 31 CFR Part 21. By signing this Agreement, Recipient certifies, to the best of its knowledge and belief that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subgrant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. Recipient shall require that the language of this section be included in the award documents for all lower-tiered subgrant agreements (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements), and that all lower-tiered subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact on which reliance was placed when this Agreement was entered into by ODA. This certification is a prerequisite for making or entering into this Agreement and is imposed by 31 USC 1352 and 31 CFR Part 21. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- o. **Rights to Inventions:** If this agreement meets the definition of "funding agreement" under 37 CFR 401.2(a) for the performance of experimental, developmental or research work and Subrecipient is a small business firm or nonprofit organization, Recipient shall comply with the requirements of 37 CFR Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the Federal Agency identified as the Federal Awarding Agency in Attachment A.
- p. **Stevens Amendment:** Recipient shall comply with the Stevens amendment in all respects and shall include the following language when issuing statements, press releases, requests for proposals, bid solicitations, and other supported publications and forums describing projects or programs funded in whole or in part with funding provided under this Agreement: "This project [is being] [was] supported, in whole or in part, by federal award number awarded to EXECUTIVE OFFICE OF STATE OF OHIO by the U.S. Department of the Treasury. The Governor and General Assembly further approved the use of these funds for Healthy Aging Grants through H.B. 33."

#### 8. Miscellaneous Provisions:

- a. **Governing Law:** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including matters of validity, construction, effect, and performance. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in a court of competent jurisdiction in Franklin County Ohio, and Recipient hereby irrevocably consents to such jurisdiction.



- b. **Entire Agreement:** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussion, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof. No other terms and conditions shall be considered a part of this Agreement unless expressly agreed on in writing and signed by both Parties, or unless otherwise required by law.
- c. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- d. **Attachments:** All Attachments and Exhibits referenced herein are hereby incorporated into this Agreement.
- e. **Binding Effect:** Subject to the limitations on assignment provided elsewhere in this Agreement, this Agreement will be binding on and inure to the benefit of the respective successors and assigns of ODA and Recipient.
- f. **Debarment:** By signing this Agreement, Recipient certifies and warrants to ODA that, to the best of Recipient's knowledge and belief, Recipient and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency and are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235) "Debarment and Suspension";
  - ii. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph (2) of this certification; and
  - iv. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

If this certification and warranty is found to be false, this Agreement is void *ab initio*, and Recipient shall immediately repay any funds paid under this Agreement.

- g. **Executive Orders:** Recipient affirms, understands, and will abide by the requirements of Executive Order 2019-12D and Executive Order 2022-02D regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies, and both the Recipient and any subcontractor(s) shall comply with this prohibition, and complete the Standard Affirmation And Disclosure Form in **Attachment B**.

- h. **Confidentiality of Information:** Recipient shall not use any information, systems, or records made available to Recipient for any purpose other than to fulfill the obligations specified herein. In the performance of any work authorized or funded under this Agreement, Recipient specifically agrees to be bound by the same standards of confidentiality that apply to the employees of ODA and the State of Ohio. The terms of this paragraph shall be included in any subcontracts or subgrant agreements executed by Recipient for the work under this Agreement. Recipient specifically agrees to comply with all state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. Recipient is responsible for obtaining copies of all applicable rules governing confidentiality, and for ensuring compliance with the rules by its employees, contractors, or lower-tiered Recipients. To the extent the federal requirements apply to this Agreement, Recipient agrees to current and ongoing compliance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, including, but not limited to, 45 CFR 164.502 through 164.514, regarding the disclosure of protected health information.

Should the collection of information related to this Agreement require the use of an information technology system (2 CFR 200.58), Recipient shall adhere to the NIST Cybersecurity Framework to help ensure the security of any system used or developed by Recipient. In particular, if the data to be collected includes Personally Identifiable Information (PII, 2 CFR 200.79) or Protected PII (2 CFR 200.82), Recipient shall apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII.

- i. **Whistleblower Provisions:** The terms of 48 CFR 3.908 apply to this Agreement. Recipient shall not discharge, demote, discipline or otherwise discriminate against any employee of Recipient as a reprisal for the employee's disclosure of information that the employee reasonably believes is evidence of gross mismanagement of this grant subaward, a gross waste of federal or state funds, an abuse of authority relating to this Agreement, a substantial and specific danger to public health or safety or a violation of any law, rule, or regulation related to this Agreement, when the disclosure is made to any of the following: a member of Congress, the Ohio or a U.S. Inspector General, the United States Government Accountability Office, a federal employee responsible for the oversight or management of the federal grant being sub-awarded through this Agreement, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, the Director of ODA or any employees of ODA or the State of Ohio who are responsible to investigate, discover or address misconduct by the Recipient and its staff. Recipient shall inform its employees in writing of the rights and remedies provided to them under 41 U.S.C. 4712.
- j. **Records:** ODA and Recipient agree compliance to submit program and financial information is critical to this Agreement. Therefore, Recipient shall provide such information as requested by ODA within ten (10) business days of receipt of ODA's request and that failure of the Recipient to comply with this provision could result in immediate suspension of payments or termination of this Agreement by ODA. ODA and Recipient agree legible electronically created documents or electronically scanned and retrievable facsimiles of signed original documentation can serve in the place of the original documentation for the purpose of meeting the requirements of this Agreement, provided such documentation complies with ORC 9.01.
- k. **Environmental:** Recipient shall comply with all applicable State of Ohio and federal environmental laws, including wetlands, historic preservation, clean air and clean water acts, hazardous waste, and all other applicable environmental laws and

regulations, orders or standards issued pursuant to those laws, including but not limited to the Clean Air Act (42 USC 7401-7671q) and Federal Water Pollution Control Act (3 USC 1251-1387). Recipient shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement items and solid waste management services in compliance with the guidelines of the Environmental Protection Agency at 40 CFR part 247.

- l. **EEO:** Recipient shall comply with the State of Ohio Equal Employment Opportunity (EEO) and Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) statutes including, but not limited to, ORC 125.111.
- m. **ADA:** Recipient shall comply with state and federal standards as outlined in the Americans with Disabilities Act (ADA).
- n. **Force Majeure:** Neither party shall be liable for any delay in its performance that arises from causes beyond its control regardless of negligence or fault. The term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and severe weather. Additional circumstances and events include pandemics, epidemics, states of emergencies, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If either party cannot perform any part of its obligations under this Agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a party is unable to perform those above-referenced obligations, it must also do the following:

- i. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
- ii. Provide detailed information of the force majeure event; and,
- iii. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

## 9. Termination:

- a. Either party may terminate this Agreement without cause by providing the other party with thirty (30) days prior written notice of termination. ODA shall not be liable for any withdrawal close-out costs that are borne by Recipient. Recipient shall have thirty (30) days to return all unused grant funds.
- b. ODA may terminate this Agreement immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or on discovery of noncompliance with any term of this agreement or any federal or state law, rule, executive order, or regulation governing the work to be performed by Recipient under this Agreement, including failure to effectuate the program goals or agency priorities, as determined by ODA or the federal awarding agency, pursuant to 2 CFR 200.340. In the event of termination pursuant to this paragraph, ODA shall send a written notice of termination specifying the reason for the termination to Recipient as soon as possible after ODA becomes aware of the need for termination. Recipient's breach or violation of the

terms of this agreement may result in imposition of administrative, contractual or legal remedies, including sanctions and penalties as appropriate and/or provided by law.

- c. A failure on the part of ODA to insist on strict performance, to seek a remedy of any one of the terms and conditions of this Agreement, or to exercise any right, remedy, or election set forth herein or permitted by law shall not constitute, nor be construed as, a waiver or relinquishment for the future of such term, condition right, remedy, or election. All rights or remedies of either party specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate, cumulative rights or remedies that either party may have at law, in equity, or otherwise.
- d. The notice required to be given under subparagraphs a. or b. of this section shall either be hand delivered, or sent by the United States Certified Mail, return receipt requested, postage prepaid, and addressed as follows:


- i. If to ODA: Ohio Department of Aging  
Attention: Chief Fiscal Officer  
30 E. Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215-3414
- ii. If to Recipient: Warren County Board of Commissioners  
406 Justice Drive, Room 311  
Lebanon, OH 45036

10. **Amendment:** This Agreement may be amended, provided that any such amendment is in writing and signed by both Parties. It is agreed, however, that any amendment to the laws, rules, regulations, or policies cited or referenced herein will result in a correlative modification of this Agreement, without the necessity for executing a written amendment.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the last date below:

  
Shannon Jones, President      10/31/23  
Warren County Board of Commissioners      Date

\_\_\_\_\_  
Ursel J. McElroy, Director      Date  
Ohio Department of Aging

  
Kathryn M. Horvath  
Asst. Prosecuting Attorney  
**APPROVED AS TO FORM**

## **Attachment A – Grant Award Specific Provisions**

This Attachment to the Agreement specifies provisions for the grant award unique to the specific program awarded to Recipient and is an integral part of the Agreement.

### **Award Amount**

Recipient shall receive the proportional disbursement of the Healthy Aging Grants fund after full execution of this Agreement and submission of an RFF as communicated through a Notice of Grant Award (NGA).

Any subsequent disbursement(s) will be awarded and communicated through a NGA to Recipient.

Recipient will not be required to contribute non-federal support to this project.

### **Purpose**

Established through House Bill 33 of the 135<sup>th</sup> General Assembly, ALI 490678 will be used by ODA to provide grants to the Recipient to address social determinants of health and to foster improved quality of life for older Ohioans so they may remain in their homes and be connected to their communities, preserve their personal assets, and promote a healthy, independent, active lifestyle. Healthy Aging Grants provide expansion of evidence-informed/evidence-based programs and services in alignment with Ohio's 2023-2026 State Plan on Aging (SPOA).

Moreover, these grant funds will be leveraged to aid households and local communities' recovery from the most recent COVID-19 pandemic and public health emergency, including supporting older Ohioans disproportionately impacted, many of whom continue to struggle with health and economic consequences. Healthy Aging Grants resolve to address the longstanding health and economic disparities, which amplified the impact of the pandemic in many of Ohio's counties.

ODA grants funds to Recipient who shall use these funds solely to address social determinants of health and support the listed program activities and objectives. This section outlines allowable services and service requirements for using Healthy Aging Grants fund awarded from The U.S. Department of the Treasury.

### **Scope of Work and Deliverables**

ODA grants funds to Recipient who shall provide services to older Ohioans most impacted or disproportionately impacted by the COVID-19 public health emergency or its negative economic impacts.

- "Impacted" older adults are those Ohioans impacted by the COVID-19 virus itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.
- "Disproportionately impacted" older adults are those Ohioans that experienced disproportionate public health or economic outcomes from the pandemic. In many cases, preexisting disparities amplified the impacts of the pandemic, causing more severe impacts in underserved communities.

While the Recipient may self-identify at-risk older Ohioans residing in their service area, the Recipient is highly encouraged to direct services to the following priority populations:

- Low-or-moderate income older Ohioans (income at or below 300 percent of the Federal Poverty Guidelines or income at or below 65 percent of the area median income for the county and size of household based on the most recently published data);
- Unemployed older adults;
- Older adults experiencing increased food or housing insecurity; and/or,
- Other priority populations as identified in the SPOA (page 16).

Grant funds shall be utilized to provide those services as permitted by the U.S. Department of the Treasury Final Rule (31 CFR Part 35) and approved by ODA.

Recipient shall allocate a portion of funding received to the following services:

- At least twenty percent (20%) of total allocation to support **food assistance** services, including:
  - Nutrition strategies included in the SPOA (page 103);
  - Senior nutrition programs, such as home-delivered meals; and/or,
  - Assistance in accessing and/or applying for public benefits or services, such as the Supplemental Nutrition Assistance Program (SNAP).
- At least twenty percent (20%) of total allocation to support **housing assistance**, services, including:
  - Housing quality and affordability strategies included in the SPOA (page 101);
  - Programs and services to support long-term housing security, such as rental/mortgage assistance, utility assistance, counseling, and legal aid to prevent homelessness and eviction;
  - Home repair and/or home weatherization, such as home modifications to improve an older adult's mobility and safety within their residence;
  - Air quality improvement, including maintenance and improvements to residential filtration and indoor heating, ventilation, and air conditioning (HVAC) systems;
  - Programs or services to support long-term housing security; and/or,
  - Assistance in accessing and/or applying for public benefits or services, such as Home Energy Assistance Program (HEAP).
- At least ten percent (10%) of total allocation to support **internet access and digital literacy** services, such as programs to support social connectedness and the preservation of independence included in the SPOA.

Recipient may allocate the remaining funds to provide evidence-based/evidence-informed services as permitted by the U.S. Department of the Treasury Final Rule (31 CFR Part 35) that are in alignment with the SPOA to address social determinants of health for older Ohioans, including:

- Community conditions, including strategies to improve:
  - Financial stability (SPOA page 100);
  - Housing quality and affordability (SPOA page 101); and/or,
  - Transportation (SPOA page 102);
- Healthy living, including strategies to improve:
  - Nutrition (SPOA page 103); and/or,
  - Physical activity (SPOA page 104);
- Access to care, including strategies to improve:

- Health insurance enrollment, including outreach and advocacy (SPOA page 105); and/or,
- Family caregiver supports (SPOA pages 107 - 108);
- Social Connectedness, including strategies to improve:
  - Social inclusion (SPOA page 109); and/or,
  - Volunteerism (SPOA page 110);
- Population Health, including strategies to reduce:
  - Cognitive difficulty (SPOA page 111);
  - Hypertension (SPOA page 112); and/or,
  - Depression (SPOA page 113); and/or,
- Preserving Independence, including strategies to improve:
  - Chronic pain management (SPOA page 114); and/or,
  - Falls risk and mobility (SPOA page 115).

### **Capital Expenditure Restriction**

Recipient may not use funds for capital expenditures. Additions, improvements, modifications, replacements, rearrangements, reinstallation, renovations, or alterations to capital assets that materially increase their value or useful life are not permitted.

Ordinary repairs and maintenance to a home environment that are directly related to reducing the risk of falling and improving the general safety, accessibility, and functional abilities of an older adult are permitted.

Ordinary repairs and maintenance include, but are not limited to, repairs and/or maintenance of:

- Home exteriors, such as adding exterior lighting, correcting safety hazards, installing ramps or handrails, and/or fixing uneven pathways;
- Home interiors, such as installing railings and/or grab bars and repairing flooring transitions and electrical outlets;
- Residential HVAC systems; and/or
- Residential roofs.

Recipient shall be aware that repair and maintenance work may prompt or require an environmental review and/or require permits or inspection from local and/or state governing agencies. Recipient shall require that all work funded by this Agreement be completed in compliance with local and/or state building codes and residential and environmental laws, rules, and regulations.

Exceptions may be approved on a case-by-case basis. Recipient may request an exception as it relates to capital expenditures to [HealthyAgingGrants@age.ohio.gov](mailto:HealthyAgingGrants@age.ohio.gov).

Recipient may retain up to ten percent (10%) of total funds received for the administration of the project. Administration costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Recipient may charge both direct and indirect administrative costs so long as they are accorded consistent treatment per 2 CFR 200.403.

To ensure understanding and familiarity with the SPOA, ODA will facilitate an overview webinar. This webinar will be recorded and made available to the Recipient. Additional Recipient technical assistance will be provided by the ODA project manager(s) and communicated to the Recipient.

**Matching Requirements**

Recipient  will or  will not (check one) be required to provide matching funds for the purposes of this grant agreement.

**Funding Source**

The original source of these funds being awarded to Recipient through this agreement is:

Awarding Agency: U.S. Department of Treasury/State of Ohio

Pass-through Entity: Ohio Department of Aging

Program Name: Healthy Aging Grants

Grant Funding Source:  Federal  State  Other

**Funding Request Type**

The funding methodology for requesting funds is:

Advance  Reimbursement

**Reporting Requirements**

Recipient shall submit programmatic and financial reports under this Agreement to ODA as follows:

Recipient shall report services funded under this Agreement to ODA on a quarterly basis. All reports submitted reflect cumulative progress, from the start of the grant period. Recipient shall utilize the Healthy Aging Grants Report Template (**Attachment C**) to complete and submit a report in accordance with the following reporting schedule:

Report	Reporting Period	Report Due (on/before)
1	10/1/2023 – 12/31/2023	1/10/2024
2	10/1/2023 – 3/31/2024	4/10/2024
3	10/1/2023 – 6/30/2024	7/10/2024
4	10/1/2023 – 9/30/2024	10/10/2024
Final	10/1/2023 – 9/30/2024	10/31/2024

All quarterly reports shall be submitted and uploaded on or before the report due date via the Ohio Grants Portal.

Recipient shall utilize the Healthy Aging Grants RFF Template (**Attachment D**) to complete and submit any Request for Funds Forms (RFF) and final RFF report. The initial and any subsequent requests are due seven (7) days after receipt of the Notice of Grant Award (NGA) from ODA. The final RFF report, with appropriate supporting accounting documentation, is due October 31, 2024. Completed RFFs with all required Recipient signatures shall be submitted to ODA via the ODAINVOICES@AGE.OHIO.GOV email address by the specified due dates. Instructions for completing the form are contained within the 'instructions' tab of the template.

To ensure understanding and familiarity with reporting elements, ODA will facilitate training. This webinar will be recorded and made available to the Recipient. Additional technical assistance will be provided by the ODA project manager(s).



## ATTACHMENT B STANDARD AFFIRMATION AND DISCLOSURE FORM

Recipient affirms, understands, and will abide by the requirements of Executive Order 2019-12D and Executive Order 2022-02D regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies, and both the Recipient and any subcontractor(s) shall comply with this prohibition.

Recipient shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Recipient will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Recipient:

406 Justice Drive	Lebanon, OH 45036
(Address)	(City, State, Zip)

Name/Principal location of business of subcontractor(s):

Council on Aging of Southwestern Ohio	4601 Malsbary Rd., Blue Ash, OH 45242
(Name)	(Address, City, State, Zip)

2. Location where services will be performed by Recipient:

n.a.	
(Address)	(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

Various locations throughout Warren County	Warren County, Ohio
(Name)	(Address, City, State, Zip)

3. Location where state data will be located, by Recipient:

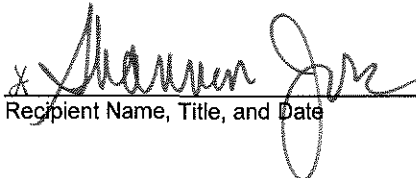
406 Justice Drive	Lebanon, OH 45036
(Address)	(City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

Council on Aging of Southwestern Ohio	4601 Malsbary Rd., Blue Ash, OH 45242
(Name)	(Address, City, State, Zip)

Recipient also affirms, understands, and agrees that Recipient and its subcontractors are under a duty to disclose to ODA any change or shift in the principal location of business and location of services performed by Recipient or its subcontractors before, during and after execution of any contract with ODA. Recipient agrees it shall notify ODA immediately of any such change or shift in location of its services of the Recipient or its subcontractors. ODA has the right to immediately terminate the contract, unless a duly signed waiver from ODA has been attained by the Recipient to perform the services outside the United States.

On behalf of the Recipient, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Recipient may enter into with ODA and is incorporated therein.

By:   
 Recipient Name, Title, and Date

ATTACHMENT E - Federal Terms and Conditions

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: EXECUTIVE OFFICE OF STATE OF OHIO 30 E BROAD ST COLUMBUS, Ohio 43215-3414	DUNS Number: 809031776 Taxpayer Identification Number: 311334820 Assistance Listing Number and Title: 21.027
--	--

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund.

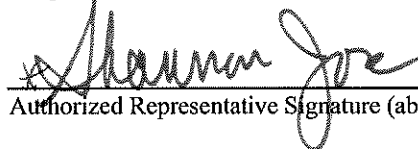
As a condition to receiving such payment from Treasury, the authorized representative below hereby (i) certifies that the recipient named above requires the payment to be made pursuant to section 602(b) of the Act in order to carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto.

*The following applies only to States:*

Section 603(b)(2) of the Act as added by section 9901 of ARPA authorizes Treasury to make payments to States for the State to distribute to nonentitlement units of local government within the State in accordance with section 603(b)(2). The authorized representative below hereby agrees to use such payment from Treasury to make payments to such nonentitlement units of local government in accordance with Section 603(b) and Treasury's implementing regulations and guidance.

Section 603(b)(3)(B)(ii) of the Act authorizes Treasury to make payments to States, in the case of an amount to be paid to a county that is not a unit of general local government, for the State to distribute to units of general local government within such county in accordance with Section 603(b)(3)(B)(ii) of the Act. To the extent applicable, the authorized representative below hereby agrees to use any such payment from Treasury to make payments to such units of general local government in accordance with Section 603(b) of the Act and Treasury's implementing regulations and guidance.

Recipient:

  
Authorized Representative Signature (above)

Authorized Representative Name:

Kimberly Murnieks

Authorized Representative Title:

Director, Office of Budget and Management

Date Signed:

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name:

Jacob Leibenluft

Authorized Representative Title:

Chief Recovery Officer, Office of Recovery Programs

Date Signed:

May 17, 2021

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS**

**1. Use of Funds.**

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

**2. Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

**3. Reporting.** Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

**4. Maintenance of and Access to Records**

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

**5. Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

**6. Administrative Costs.** Recipient may use funds provided under this award to cover both direct and indirect costs.

**7. Cost Sharing.** Cost sharing or matching funds are not required to be provided by Recipient.

**8. Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**9. Compliance with Applicable Law and Regulations.**

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**10. Remedial Actions.** In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

**11. Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**12. False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**13. Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to EXECUTIVE OFFICE OF STATE OF OHIO by the U.S. Department of the Treasury."

**14. Debts Owed the Federal Government.**

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

**15. Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from

the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the EXECUTIVE OFFICE OF STATE OF OHIO (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Warren County  
\_\_\_\_\_  
Recipient  
Signature of Authorized Official:

10/31/23  
\_\_\_\_\_  
Date

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



# Resolution

Number 23-1443

Adopted Date October 31, 2023

DECLARE VARIOUS ITEMS FROM THE BOARD OF DEVELOPMENTAL DISABILITIES, ENGINEER'S OFFICE, FACILITIES MANAGEMENT, PROBATE COURT, RECORDER'S OFFICE, AND SOIL & WATER AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items the Board of Developmental Disabilities, Engineer's Office, Facilities Management, Probate Court, Recorder's Office, and Soil & Water 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 31<sup>st</sup> day of October 2023.

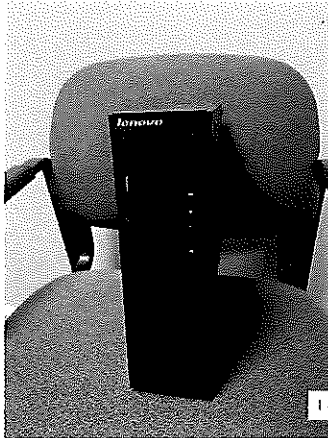
BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

cc: 2023 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office



1 of 3

## iPhone and PC

Location:  
Lebanon, Ohio, USA



### Description

Lot includes Lenovo PC (SN shown in photos) and 1-1Phone 8. Both devices have been wiped and/or reset to factory settings.

Will ship if shipping label is provided.

\*\*Pick up at 42 Kings Way, Lebanon, OH 45036\*\*

Inventory ID	BDD230050
Condition	Used/See Description
Lot#	305 <a href="#">Offline Message</a>

[Print](#) [Share](#)

### Seller Information

Seller:	Warren County, OH
Asset Contact:	Priscilla Hahn
Email:	priscilla.hahn@warrencountydd.org
Phone:	+15132286421
Item Location:	320 E Silver St, Lebanon, Ohio, 45036-1887, USA

### Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding by appointment only. See contact information to schedule an inspection.

### Payment

#### PAYMENT

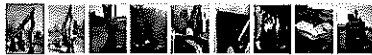
If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

Note:



## 1997 John Deere 490E

Location:  
Lebanon, OH 45036, Ohio, USA



[More Photos](#)

### Description

1997 John Deere 490E

Type .....John Deere 4045T with altitude-compensating turbocharger  
 Rated power.....85 SAE net hp (63 kW) / 90 SAE gross hp (67 kW) @ 2,200 rpm  
 Cylinders.....4  
 Displacement.....276 cu. in. (4.523 L)  
 Maximum net torque ..252 lb.-ft. (342 Nm) @ 1,300 rpm  
 Electrical system .....24 volt with 45-amp alternator

30" Bucket  
 Cab Damage.  
 Starts, Runs, and Operates

Sold as Is.

Offline Message

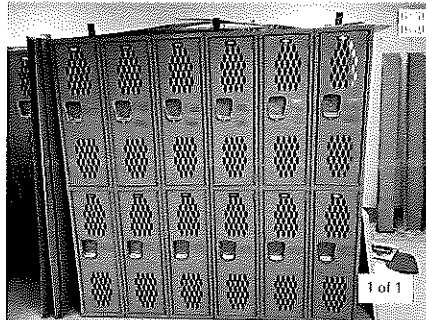
Make/Brand	John Deere
Model	490E
Inventory ID	ENG230005
Condition	Used/See Description
Year	1997
VIN/Serial	FF490EX026437

[Show More](#)

[Print](#) [Share](#)

### Seller Information

Seller:	Warren County, OH
Asset Contact:	Alex Foltz
Email:	Alex.Foltz@co.warren.oh.us
Phone:	+15136953327
Item Location:	105 Markey Rd, Lebanon, OH 45036, Ohio, 45036, USA



## Set of 12 Lockers

Location:

Lebanon, Ohio, USA

### Description

Set of 12 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

Inventory ID	FAC230109
Condition	Used/See Description
Lot#	3051-5094

   
Print Share

 Chat

### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Tammy May
Email:	Tammy.May@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA

### 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.

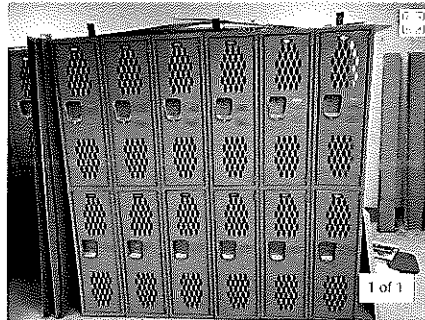
### Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note:

1. Payment is due within 5 (five) business days of auction closure.
2. Any Invoice \$5,000 or above requires payment via wire transfer.



## Set of 12 Lockers

Location:  
Lebanon, Ohio, USA

### Description

Set of 12 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18" deep. As is.

Inventory ID	FAC230110
Condition	Used/See Description
Lot#	3051-5095
 Print Share	

### Q & A

[Chat](#)

Have a question or looking to schedule an appointment?

[Ask your question](#)

### Seller Information

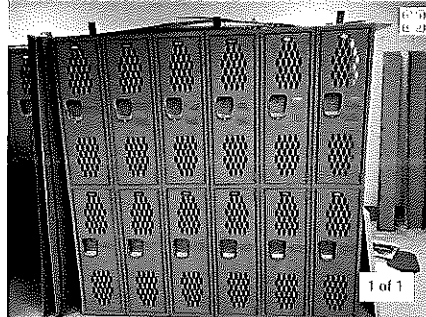
Seller:	Warren County, OH ( <a href="#">view seller's other assets</a> )
Asset Contact:	Tammy May
Email:	Tammy.May@co.warren.oh.us
Phone:	+15136951463
Item Location:	430 Justice Dr, Lebanon, Ohio, 45036-2384, USA

### 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

**PAYMENT**



## Set of 12 Lockers

Location:  
Lebanon, Ohio, USA

### Description

Set of 12 metal lockers. Each locker is 12' wide. Total height is 72" tall. The lockers are 18' deep. As is.

Inventory ID: FAC230111

Condition: Used/See Description

Lot#: 3051-5096

Print Share

Chat

### Seller Information

Seller: Warren County, OH  
[ view seller's other assets ]

Asset Contact: Tammy May

Email: Tammy.May@co.warren.oh.us

Phone: +15136951463

Item Location: 430 Justice Dr, Lebanon, Ohio, 45036-2384, USA

### 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.

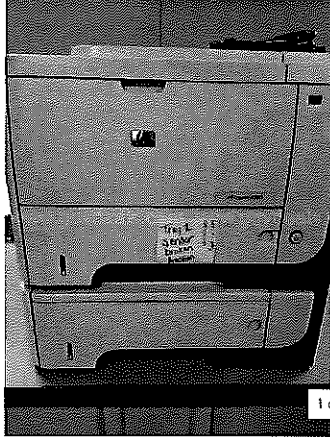
### Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note:

1. Payment is due within 5 (five) business days of auction closure.
2. Any invoice \$5,000 or above requires payment via wire transfer.



## HP LaserJet P3015

Location:  
Lebanon, Ohio, USA



### Description

HP LaserJet P3015. Tray 2 sensor is bad.

Inventory ID	PBT23002
Condition	Used/See Description
Lot#	3051-5189

   
Print Share

### Seller Information

Seller:	Warren County, OH <a href="#">[ view seller's other assets ]</a>
Asset Contact:	Michael Mason
Email:	Michael.Mason@co.warren.oh.us
Phone:	+15136951613
Item Location:	900 Memorial Dr, Lebanon, Ohio, 45036-2443, USA

### Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding by appointment only. See contact information to schedule an inspection.

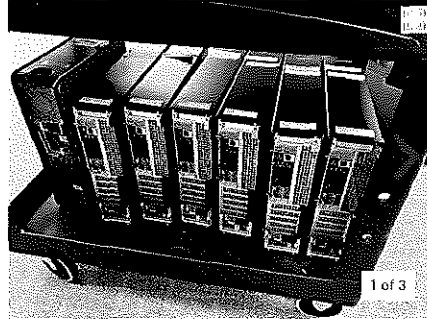
### Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note:

1. Payment is due within 5 (five) business days of auction closure.
2. Any invoice \$5,000 or above requires payment via wire transfer.



## COMPUTERS, MONITORS, KEYBOARDS

Location:  
Lebanon, Ohio, USA

### Description

7 DELL COMPUTERS; FIVE MONITORS; SIX MISC KEYBOARDS; SIX KEYBOARD MICE; 5 MISC SOUND BARS, 2 UNDER-DESK KEYBOARD SHELVES

Make/Brand	DELL
Inventory ID	REC230001
Condition	Used/See Description
Year	2020
Lot#	3051

Offline Message

Print Share

### Seller Information

Seller:	Warren County, OH
Asset Contact:	Linda Oda
Email:	loda@warrencountyrecorder.com
Phone:	+15136952632
Item Location:	406 Justice Dr, Lebanon, Ohio, 45036-2385, USA

### Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding by appointment only. See contact information to schedule an inspection.

### Payment

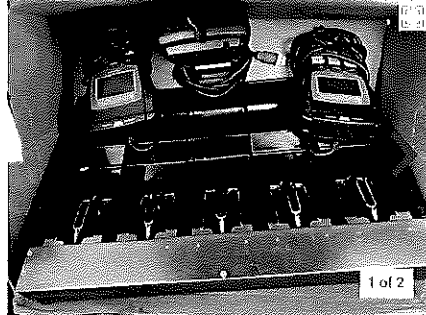
#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note:

1. Payment is due within 5 (five) business days of auction closure.






## 8 EPSON PRINTERS, 7 HONEYWELL BARCODE READER

Location:  
Lebanon, Ohio, USA

### Description

8 EPSON TM-J7100 PRINTERS, 10 ROLLS RECEIPT PAPER, 4 BLACK INK, 3 RED INK, 7 HONEYWELL BARCODE READERS, 3 HEARTLAND END TO END ENCRYPTION PINPADS HPSE/VITAL MODEL HPS-E2-P1. 1 CASH DRAWER

Make/Brand	EPSON/HONEYWELL
Inventory ID	REC230002
Condition	Used/See Description
Year	2013
Lot#	305 

   
Print Share

### Seller Information

Seller:	Warren County, OH
Asset Contact:	Linda Oda
Email:	loda@warrencountyrecorder.com
Phone:	+15136952632
Item Location:	406 Justice Dr, Lebanon, Ohio, 45036-2385, USA

### Inspection

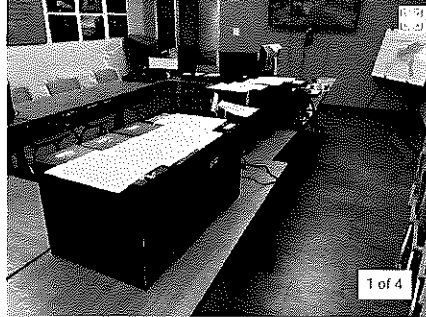
Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding by appointment only. See contact information to schedule an inspection.

### Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

Note:



1 of 4

## A collection of computers, monitors, keyboards and

Location:  
Lebanon, Ohio, USA



### Description

This set includes:

- 7 Dell Optiplex computers
- 1 Lenovo ThinkStation P330 computer
- 1 Lenovo ThinkCenter computer
- 2 Lenovo ThinkPad laptops
- 3 Dell Laptops
- 1 Sony DSC-W120 digital camera
- 1 Nfinix wireless router
- 1 Canon PowerShot digital camera
- 3 Dell monitors
- 1 ViewSonic monitor
- 2 wired keyboards
- 10 wireless keyboards
- 1 ex3 digital scale (3 lb. limit)
- 1 Sony Cybershot digital camera
- 1 Seagate external drive
- 1 clip-on lamp
- various wired and wireless mice

A collection of various A/V, HDMI, power and other related cords for the electronics.

Inventory ID	S&W23001
Condition	Used/See Description
Lot#	3051-5184

Print Share

### Q & A

Have a question or looking to schedule an appointment?

### Seller Information

Seller: Warren County, OH





1 of 6



## A collection of surveying equipment.

Location:  
 Lebanon, Ohio, USA

### Description

This group includes:

- 1 Trimble Nomad electronic work book
- 1 tripod base
- 2 surveying sights
- 1 Sokkia b Set6 Base Station
- 2 Cherokee sports radios
- 1 Sokkia SDR33 electronic field book
- 1 Sokkia reflection prism

Inventory ID	S&W23002
Condition	Used/See Description
Lot#	3051-5185

   
 Print Share

### Seller Information

Seller:	Warren County, OH ( view seller's other assets )
Asset Contact:	Molly Conley
Email:	Molly.Conley@co.warren.oh.us
Phone:	+15136953085
Item Location:	320 E Silver St, Lebanon, Ohio, 45036-1887, USA

### Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding by appointment only. See contact information to schedule an inspection.

### Payment

**PAYMENT**



## An adjustable standing desk computer/monitor star

Location:  
Lebanon, Ohio, USA

### Description

A FlexiSpot adjustable standing desk converter with dual monitor frames and keyboard shelf.

Dimensions:

Width: 41 inches

Depth: 32 inches

Height: adjustable from 6 inches to 20 inches

Make/Brand	Flexispot
Inventory ID	S&W23003
Condition	Used/See Description
Lot#	3051-5186



Print



Share

### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Molly Conley
Email:	Molly.Conley@co.warren.oh.us
Phone:	+15136953085
Item Location:	320 E Silver St, Lebanon, Ohio, 45036-1887, USA

### Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding by appointment only. See contact information to schedule an inspection.

### Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

# Resolution

Number 23-1444

Adopted Date October 31, 2023

## ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 10/24/23 and 10/25/23 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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 23-1445

Adopted Date October 31, 2023

TRANSFER PERFORMANCE BOND TO A MAINTENANCE BOND FOR CFPN OHIO, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS FOR RIGHT OF WAY DEDICATION ENCORE DRIVE SITUATED IN TURTLECREEK TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the transfer of the performance bond to a maintenance bond and the two-year maintenance period as follows:

## MAINTENANCE BOND

Bond Number	:	22-020 (P -M)
Development	:	Right of Way Dedication Encore Drive
Developer	:	CFPN Ohio, LLC
Township	:	Turtlecreek
Maintenance Amount	:	\$323,026.83
Surety Company	:	Liberty Mutual Insurance Company (016237617)

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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: CFPN Ohio, LLC, 1230 Peachtree Street NE, Ste 3560, Atlanta, Georgia 30309  
Liberty Mutual Insurance Co., 175 Berkeley Street, Boston, MA 02116  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-1446

Adopted Date October 31, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR CFPN OHIO, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR C5 ENCORE LOGISTICS CENTER, SECTION ONE, SITUATED IN TURTLECREEK TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two-year maintenance period:

## BOND REDUCTION

Bond Number	: 22-021 (P/S-M)
Development	: C5 Encore Logistics Center, Section One
Developer	: CFPN Ohio, LLC
Township	: Turtlecreek
Reduction Amount	: \$1,228,500.24
Surety Company	: Liberty Mutual Insurance Company (016237619)


BE IT FURTHER RESOLVED: the original amount of bond was \$1,823,339.83 and after the above reduction, the remaining bond amount is \$594,839.59.

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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: CFPN Ohio, LLC, 1230 Peachtree Street NE, Ste 3560, Atlanta, Georgia 30309  
Liberty Mutual Insurance Co., 175 Berkeley Street, Boston, MA 02116  
Engineer (file)  
Bond Agreement file

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-1447

Adopted Date October 31, 2023

## APPROVE VARIOUS RECORD PLATS

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


- Meadowbrook Estates Section 3 Replat – Deerfield Township
- Osborne Subdivision Replat – Salem Township

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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-1448

Adopted Date October 31, 2023

APPROVE APPROPRIATION DECREASES WITHIN BOARD OF ELECTIONS FUND  
#11011301

BE IT RESOLVED, to approve the following appropriation decreases within Warren County  
Board of Elections Fund #11011301:

\$10,000 from 11011301-5850 (Training & Education)  
\$ 3,500 from 11011301-5910 (Other Expense)

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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor              
Appropriation Decrease file  
Board of Elections (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-1449

Adopted Date October 31, 2023

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO BOARD OF ELECTIONS FUNDS  
#11011300 AND #11011301

WHEREAS, it is necessary to have appropriations in place to make purchases related to August Special Election funding provided by the Ohio Secretary of States Office and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 95.98	into	11011300-5910	(Other Expense)
\$1,581.00	into	11011301-5400	(Purchased Services)

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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/bs

cc: Auditor   
Supplemental App. file  
Board of Elections (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-1450

Adopted Date October 31, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS GENERAL  
FUND #11011110

BE IT RESOLVED, to approve the following supplemental appropriation for Economic  
Development Assistance:

\$ 50,000.00 into #11011110-5400 (General – Purchased Services)

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

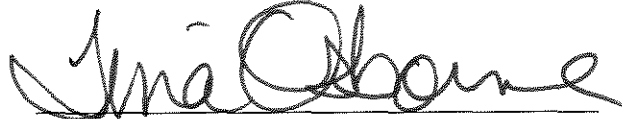
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-1451

Adopted Date October 31, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUNDS  
#11011301 AND #11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,891.00	from #11011301-5940	(Travel)
	into #11011300-5111	(Part Time Employees)
\$3,740.00	from #11011301-5910	(Other Expense)
	into #11011300-5111	(Part Time Employees)
\$3,810.00	from #11011301-5850	(Training & Education)
	into #11011300-5102	(Regular Salaries)
\$8,500.00	from #11011300-5820	(Health & Life Insurance)
	into #11011300-5111	(Part Time Employees)

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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-1452

Adopted Date October 31, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE  
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$24,000.00	from #11011620-5371	(Software-Data Board Approved)
	into #11011620-5820	(Garage Health & Life Insurance)
\$3,585.73	from #11011620-5320	(Capital Purchase)
	into #11011620-5820	(Garage Health & Life Insurance)
\$7,631.00	from #11011620-5850	(Garage Training/Education)
	into #11011620-5820	(Garage Health & Life Insurance)
\$2,000.00	from #11011620-5421	(Rent or Lease)
	into #11011620-5820	(Garage Health & Life Insurance)

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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Garage (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-1453

Adopted Date October 31, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COURT SERVICES #11011223 INTO  
COMMON PLEAS #11011220

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 2,000.00    from    11011223-5102        (Regular Salaries)  
                  into    11011220-5940        (Travel)

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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 23-1454

Adopted Date October 31, 2023

## APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION FUND #2261 – PASS THROUGH GRANTS

BE IT RESOLVED, in order to process vouchers for expenses with the appropriate object code, it is necessary to approve the following appropriation adjustment:

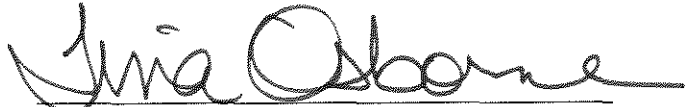
\$200.01	from	22612000-5712	(Pass Thru Grant – Drug Task Force)
	into	22613000-5400	(Pass Thru Grant - Purchased Services)

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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor    
Appropriation Adj. file  
OGA (file)

# Resolution

Number 23-1455

Adopted Date October 31, 2023

## APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE ROTARY FUND #6619

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00      from    #66191110-5210      (Material & Supplies)  
                         into    #66191110-5820      (Garage Health & Life Insurance)

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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:    Auditor              
          Appropriation Adj. file  
          Garage (file)



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-1456

Adopted Date October 31, 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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

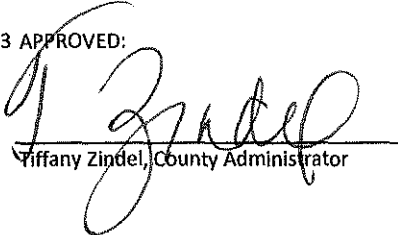
cc:

Commissioners' file

**REQUISITIONS**

Department	Vendor Name	Description	Amount
ENG	BANSAL CONSTRUCTION	ENG. INTERSECTION WARNING DEV	\$ 118,789.90 Bid Project
FAC	FRED B DE BRA CO	FAC DDC CONTROLS UPGRADE	\$ 321,650.00 State Contract
COR	CINCYAUTOS INC	COR FORD EXPLORER	\$ 51,211.00
ENG	BIGGIE INC	ENG MONTANA POST DRIVER FOR SKID STEER	\$ 11,600.00
ENG	JONATHAN M MARKER	ENG WEATHER CONSULTING SERVICE	\$ 2,500.00

10/31/2023 APPROVED:



Tiffany Zindel, County Administrator

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-1457

Adopted Date October 31, 2023

WAIVE THE WATER TAP FEES FOR THE CITY OF MIDDLETOWN FIRE STATION NO. 82

WHEREAS, the City of Middletown, for the health and welfare of city and county residents, is constructing Fire Station No. 82 at 3515 Atrium Boulevard; and

WHEREAS, the aforementioned station will receive water service from the Warren County Water and Sewer Department and sewer service from the City of Middletown; and

WHEREAS, on September 27, 2023 the City of Middletown provided the County with the attached written request to waive the water tap-in and inspection fees for the proposed station; and

WHEREAS, it is the desire of this Board to waive the aforementioned fees for the planned improvements; and

NOW THEREFORE BE IT RESOLVED:

1. That the water tap-in, non-participant, and inspection fees and charges at the City of Middletown Fire Station No. 82 are hereby waived.
2. That the City of Middletown shall be responsible for all costs associated with the construction of the water service from the County's existing water lines to the proposed facility.
3. That the installation of the water service shall be inspected by a representative of the Warren County Water and Sewer Department.
4. Once the Fire Station is completed and connected to the water system the City of Middletown shall be responsible for all user fees and charges.

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 31st day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
City of Middletown – Paul Lolli, City Manager, [paullo@cityofmiddletown.org](mailto:paullo@cityofmiddletown.org)

# Resolution

Number 23-1458

Adopted Date October 31, 2023

APPOINT SUSAN WALTHER, DEPUTY COUNTY ADMINISTRATOR TO THE WARREN COUNTY REGIONAL PLANNING COMMISSION AS ALTERNATE TO COMMISSIONER SHANNON JONES

WHEREAS, Tiffany Zindel currently serves as alternate to Commissioner Jones on the Warren County Regional Planning Commissioner; and

WHEREAS, due to the upcoming retirement of Mrs. Zindel it is necessary to appoint a replacement to serve as alternate; and

NOW THEREFORE BE IT RESOLVED, to appoint Susan Walther, Deputy County Administrator, to replace Tiffany Zindel as alternate to Commissioner Shannon Jones on the Warren County Regional Planning Commission; and

BE IT FURTHER RESOLVED, that the term for said appointment as alternate has no expiration.

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

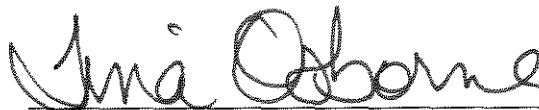
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Appointment file  
RPC (file)  
Appointee  
L. Lander

# Resolution

Number 23-1459

Adopted Date October 31, 2023

## CREATE NEW TOURISM AND ECONOMIC DEVELOPMENT SUPPORT FUND #2213

WHEREAS, this Board in collaboration with the State of Ohio, City of Mason and Warren County Port Authority have pledged to support Warren County's largest industry – Tourism; and

WHEREAS, as part of this support, Warren County has pledged funds toward assisting in the infrastructure and economic development needs of the current Lindner Family Tennis Facility located in the City of Mason; and

WHEREAS, it is necessary to create a new fund in order to track the revenue and expenses associated with said assistance; and

NOW THEREFORE BE IT RESOLVED, to create Fund #2213 Tourism and Economic Development Support.

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

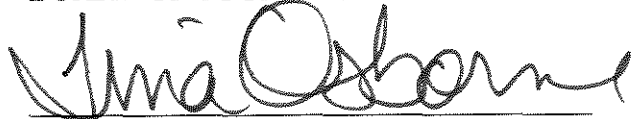
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor   
Economic Development (file)  
M. Russell  
OMB Fiscal

**AUDITOR OF STATE  
REQUEST FOR FUND APPROVAL**

**NOTE:** Attach a copy of the resolution requesting approval to establish the fund.

**Entity:** Warren County, Ohio

**Fiscal Officer:** Matt Nolan

**Phone No.:** 513-695-1101

**Request Date:** November 1, 2023

**Fund Requested:** Special Revenue Fund 2213 Tourism & Economic Development Sup

**Purpose of Fund:** Support Warren County's Largest Industry Tourism

**Sources of Revenue:** 100% General Revenue

**Anticipated Expenditures (Types):** Contributions to partner political subdivisions  
and Warren County Port Authority to accomplish a variety of projects associated  
with supporting the Tourism Industry

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-1460

Adopted Date October 31, 2023

ENTER INTO CONSULTING AGREEMENT WITH EMPIRE WEATHER CONSULTING ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into a consulting agreement with Empire Weather Consulting for customized weather condition services on behalf of the Warren County Engineer's Office with 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 31<sup>st</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Empire Weather Consulting  
Engineer (file)



**Empire Weather Consulting**  
130 Coriell Avenue, Fanwood, NJ 07023

## **Warren County, Ohio Engineer Weather Consulting Services Contract**

This Agreement for weather consulting service ("Service") is hereby made by and between Empire Weather LLC, located at 130 Coriell Avenue Fanwood, NJ 07023 ("Consultant") and Warren County Board of Commissioners on behalf of the Warren County Engineer's Office, 210 West Main Street, Lebanon, Ohio 45036 ("Client").

**Contract Term:** November 1, 2023 - April 30, 2024

**Compensation:** The client agrees to provide payment of \$2,500.00 to the consultant for the service. An invoice will be provided. Multiple forms of payment are accepted. The form of payment will be agreed upon at the time of the contract signing.

**Services Breakdown:** The consultant will provide the client with the following weather consulting services:

- 7-Day Weather Forecasts (M - F)
  - Storm Briefings (in advance of adverse weather conditions)
  - Daily Regional Weather Video
  - Consulting Support (phone, text) as needed
- 
- **7-Day Weather Forecasts:** Consultant will provide the client with a 7-day weather forecast breakdown by email every weekday morning. These forecasts will include details on the forecast from the current day through the next 7 days including temperature, dew point, wind, precipitation and more.
  
  - **Storm Briefings:** Consultant will provide the client with storm briefings in advance of adverse weather conditions, specifically relating to winter weather, throughout the term of the contract. These briefings will typically be initiated 72-hours prior to the start of impacts from the storm system. Briefings will include a breakdown of



impacts, anticipated accumulations, timing, boom/bust scenarios, and confidence with detailed maps and discussions for the client to use accordingly.

- **Regional Weather Videos:** Consultant will provide the client with a regional weather video discussion via email every weekday morning. These videos will detail the ongoing and expected weather conditions across the region over the next several days with visual aids to help illustrate the complexities of the weather pattern.
- **Consulting Support:** Consultant will provide the client with consulting support on an “as-needed” basis via phone, text message or email during business hours. Consultant and client will communicate in advance on any required presentations or phone conversations. Consultant will make every effort to be available for the client in a “24/7” fashion.

**Expectations, Agreement, Indemnity:** The team at Empire Weather LLC including all owners, meteorologists, and forecasters, agree to compile our best weather forecasts with exemplary accuracy and detail. This includes a conscious effort to support Warren County Engineer during any and all hazardous weather events with sufficient warning, information, and detail. Detail, timeliness, accuracy, and reanalysis are all parts of our forecast process. In the most thorough possible fashion, Empire Weather LLC agrees to provide information on hazardous weather, timing, and impacts for the various locations agreed upon by both Parties. In this nature, our desire is for Warren County Engineer to understand fully that weather forecasting is an imperfect science, and that while intense detail and work is put into forecasts, there will occasionally be errors. In this nature, Empire Weather wishes not to be held liable for any forecasting errors or loss of wages as a result of decisions made based on forecasts. In the event that Warren County Engineer feels forecast information or data is insufficient, contact should be made with Empire Weather LLC to assure data quality.

**Independent Contractor:** The Consultant is an independent contractor with respect to the Client and not an employee. No part of the Consultant’s compensation will be subject to withholding by the Client for the payment of any benefits, social security, federal, state, or any other employee payroll taxes.

**Confidentiality:** The Client and its users agree that all materials are property of Empire Weather LLC and may not copy, redistribute, or profit from any Service to a third party during the term of this Agreement, unless the Client has obtained the Consultant's written consent. Any unauthorized redistribution or profit by the Client could result in termination of Service. The Consultant and Client agree not to share or redistribute any information such as business affairs, customers, vendors, finances, properties, methods of operation, computer programs, documentation, and other information whether written, oral, or otherwise confidential in nature. Notwithstanding the foregoing, the parties acknowledge the materials/information are subject to the Ohio Public Records Act.

**Termination:** Early termination of this Service by the Consultant or Client, with or without cause, must give sixty (60) days prior written notice of termination. The Client agrees to pay the Consultant for the Service received until the date of termination. The Consultant may terminate or suspend the Service upon breach of these terms.

**Non-Disclosure:** Consultant agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person and that upon termination of this agreement it will turn over to Client all documents, papers, and other matters in its possession or control that relates to Client. Consultant further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

**Force Majeure:** This Agreement is subject to cancellation or change on written notice to either party in the event of causes beyond reasonable control, including without limitation acts of God or war, fires, earthquakes, floods, strikes, labor troubles, riots, curtailment or operations due to governmental orders or rulings, and the like.

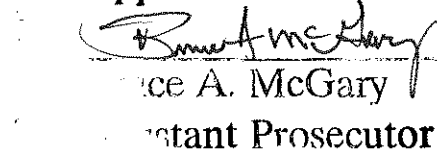
**Entire Agreement and Notice:** This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

  
John Homenuk, Empire Weather LLC

Date: Oct, 18, 2023

  
Warren County Board of Commissioners

10/31/2023  
Date: Approved as to Form:

  
Bruce A. McGary  
Assistant Prosecutor