

Resolution

Number 25-0130

Adopted Date February 04, 2025

HIRING JOURDEN COBB AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Jourden Cobb, as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #16, \$23.06 per hour, under the Warren County Job and Family Services compensation plan, effective February 10, 2025, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
J. Cobb's Personnel file
OMB – Sue Spencer

Resolution

Number 25-0131

Adopted Date February 04, 2025

HIRING JEREMY CANTRELL AS ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Jeremy Cantrell, as Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$20.03 per hour, under the Warren County Job and Family Services compensation plan, effective February 10, 2025, subject a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Human Services (file)
J. Cantrell's Personnel file
OMB – Sue Spencer

Resolution

Number 25-0132

Adopted Date February 04, 2025

HIRING DYLAN THOMAS AS ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Dylan Thomas, as Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$20.03 per hour, under the Warren County Job and Family Services compensation plan, effective February 10, 2025, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Human Services (file)
D. Thomas' Personnel file
OMB – Sue Spencer

Resolution

Number 25-0133

Adopted Date February 04, 2025

HIRING KIMBERLY BRAYTON AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

BE IT RESOLVED, to hire Kimberly Brayton as Custodial Worker I within the Facilities Management Department, classified, full-time permanent status (40 hours per week), Pay Range #7, \$17.05 per hour, effective February 10, 2025, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Facilities Management (file)
K. Brayton's Personnel file
OMB-Sue Spencer

Resolution

Number 25-0134

Adopted Date February 04, 2025

APPROVING THE END OF PROBATIONARY PERIOD AND RECLASSIFICATION OF HOLLY WICKS TO CUSTODIAL WORKER II WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, Holly Wicks, Custodial Worker I, within the Facilities Management Department, has successfully completed a 365-day probationary period; and

WHEREAS, the Director has indicated Holly Wicks is completing the duties of Custodial Worker II and wishes to promote her to said position.

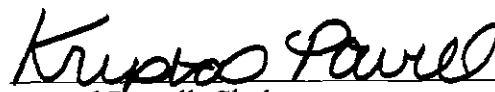
NOW THEREFORE BE IT RESOLVED, to end probationary period and reclassify Holly Wicks to Custodial Worker II, non-exempt, pay range #9, \$18.62 per hour, effective pay period beginning February 8, 2025.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file)
H. Wicks's Personnel file
OMB – Sue Spencer

Resolution

Number 25-0135

Adopted Date February 04, 2025

ACCEPTING THE RESIGNATION OF LYNETTE RICHARDSON, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JANUARY 24, 2025

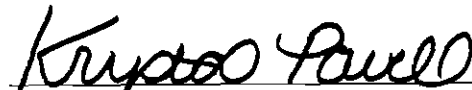
BE IT RESOLVED, to accept the resignation of Lynette Richardson, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective January 24, 2025.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0136

Adopted Date February 04, 2025

ACCEPTING THE RESIGNATION OF KELLY FIEBIG, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE FEBRUARY 11, 2025

BE IT RESOLVED, to accept the resignation, of Kelly Fiebig, Emergency Communications Operator, within the Warren County Emergency Services Department, effective February 11, 2025.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0137

Adopted Date February 04, 2025

ACCEPTING THE RESIGNATION OF CHRISTOPHER LEMMING, CONTROL SYSTEMS TECHNICIAN I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE JANUARY 31, 2025

BE IT RESOLVED, to accept the resignation, of Christopher Lemming, Control Systems Technician I, within the Warren County Water and Sewer Department, effective January 31, 2025.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
C. Lemming's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 25-0138

Adopted Date February 04, 2025

RECOMMENDING MEMBERS TO THE LOCAL EMERGENCY PLANNING COMMITTEE

WHEREAS, Warren County was designated a Hazardous Materials Local Emergency Planning District by the State Emergency Response Commission; and

WHEREAS Section 3750.03 (B) of the revised Code establishes that the State Emergency Response Commission must by Resolution, appoint members of the local emergency planning committee of an emergency district; and

WHEREAS, Matt Bear, the current Public Health representative, has resigned his position with Warren County Combined Health District; and

WHEREAS, Sheriff Larry Sims' term as Warren County Sheriff has ended; and

WHEREAS, the current LEPC members have appointed a new Public Health representative and the newly elected Sheriff.

NOW THEREFORE BE IT RESOLVED, by this Board of Commissioners that the below listed persons are hereby recommended for appointment by the State Emergency Response Commission to a membership term expiring August 2025 on the Warren County Local Emergency Planning Committee:

- Barry Riley – Sheriff – Warren County Sheriff's Office
- Jenny McCoy – Emergency Response/Accreditation Coordinator—
Warren County Health District

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)
Appointment file
Appointees
L. Lander



State Emergency Response Commission

Local Emergency Planning Committee

Application of LEPC Member Appointments for Multiple Members

c/o Ohio EPA, Lazarus Government Center
50 W. Town St., Ste. 700
PO Box 1049
Columbus, OH 43216-1049

Local Emergency Planning Committee: Warren County

From 8 / 31 /2023 through 8 / 31 /2025

Representing	Name	Title	Employer	LEPC Officer*
Fire				<input type="checkbox"/>
				<input type="checkbox"/>
Law	Barry Riley	Sheriff	Warren County Sheriff's Office	<input type="checkbox"/>
				<input type="checkbox"/>
Elected Official				<input type="checkbox"/>
				<input type="checkbox"/>
Emergency Management				<input type="checkbox"/>
				<input type="checkbox"/>
Hospital				<input type="checkbox"/>
				<input type="checkbox"/>
First Aid				<input type="checkbox"/>
				<input type="checkbox"/>
Health	Jenny McCoy	Emergency Response/Accreditation Coordinator	Warren County Health District	<input type="checkbox"/>
				<input type="checkbox"/>
Environmental				<input type="checkbox"/>
				<input type="checkbox"/>
Transportation				<input type="checkbox"/>
				<input type="checkbox"/>
Media				<input type="checkbox"/>
				<input type="checkbox"/>
Community Group				<input type="checkbox"/>
				<input type="checkbox"/>
Industry				<input type="checkbox"/>
				<input type="checkbox"/>
Other				<input type="checkbox"/>
				<input type="checkbox"/>
Other				<input type="checkbox"/>
				<input type="checkbox"/>

*Indicate if following officer positions: (1) information coordinator; (2) chairperson; (3) emergency coordinator; (4) vice chairperson; and (5) secretary

County Commissioner Name

Signature

Date Signed

Tom Grassmann

02/04/2025

Resolution

Number 25-0139

Adopted Date February 04, 2025

ENTERING INTO CONTRACT WITH NEYRA PAVING FOR THE FY24 VILLAGE OF HARVEYSBURG SOUTH STREET PAVING CDBG PROJECT

WHEREAS, pursuant to Resolution #25-0017, adopted January 14, 2025, this Board approved a Notice of Intent to Award Bid for the FY24 Village of Harveysburg – South Street Paving CDBG Project to Neyra Paving, for a total bid price of \$131,889.95; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Neyra Paving , 10750 Evendale Drive, Cincinnati, Ohio 45241 for a total bid price of \$131,889.95; as attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

kp/

cc: c/a— Neyra Paving
Grants (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 4th day of February, 2025, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **NEYRA PAVING, 10750 EVENDALE DRIVE, CINCINNATI, OHIO 45241**, doing business as 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:

"FY24 Village of Harveysburg-South Street Paving CDBG Project"

hereinafter called the project, for the sum of **ONE HUNDRED THIRTY-ONE THOUSAND, EIGHT HUNDRED EIGHTY-NINE DOLLARS AND NINETY-FIVE CENTS** (\$131,889.95) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. General Contract Conditions
- D. Technical Specifications
- E. Proposal Forms
 - Affidavit of Non-Delinquency of Personal Property Taxes
 - Bid Guarantee and Contract Bond
 - Non-collusion Affidavit
- F. Contract Forms
 - Notice of Award and Acceptance
 - Notice to Proceed and Acceptance
 - Change Order
- G. Conflict of Interest
 - Special Conditions Pertaining to Hazards Safety
 - Standards and Accident Prevention
 - Special Equal Opportunity Provisions (Section 3 Compliance)
 - Certifications of Compliance with Air and Water Acts
 - Architects Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped
 - Designers Certification of Compliance with Minimum Standards or Accessibility by the Physically Handicapped
- H. Federal Labor Standards
 - Prevailing Wage Rates

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 within 90 days. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

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 (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney fees, litigation expenses, suits at law or in equity, causes of actions, actions, damages, and obligations arising from (a) negligent reckless or willful and wanton acts, errors, 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 Equal Employment Opportunity (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

** Tom Grossmann*

Tom Grossmann, President

(Seal)

ATTEST:

Jessica Faircliff

Name

CONTRACTOR

Augusta M

Neyra Paving
Project Manager

Title

APPROVED AS TO FORM:

Kathryn M Horvath

Kathryn Horvath
Assistant County Prosecutor

Resolution

Number 25-0140

Adopted Date February 04, 2025

**APPROVING NOTICE OF INTENT TO AWARD BID TO HOWELL CONTRACTORS, INC.
FOR THE SOCIALVILLE TRANSMISSION MAIN – CONTRACT 1 PROJECT**

WHEREAS, bids were closed at 11:00 a.m., on January 30, 2025, and the bids received were opened and read aloud for the Socialville Transmission Main – Contract 1 Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Senior Engineer, Howell Contractors, Inc. has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Howell Contractors, Inc., 13310 Walton- Verona Road, Walton, Kentucky 41094, for a total bid price of \$2,283,176.00; and

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

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer(file)
OMB Bid file

Resolution

Number 24-0141

Adopted Date February 04, 2025

APPROVING SUBAWARD AND COLLABORATIVE AGREEMENT WITH FRANKLIN COUNTY CHILDREN SERVICES FOR THE CHILD WELFARE FELLOWSHIP PROJECT ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

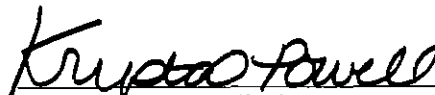
BE IT RESOLVED, to approve the subaward and collaborative agreement with Franklin County Children Services for the Child Welfare Fellowship Project on behalf of Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Franklin County Children Services
Children Services (file)

**SUBAWARD AND COLLABORATIVE AGREEMENT BETWEEN
FRANKLIN COUNTY CHILDREN SERVICES AND
WARREN COUNTY CHILDREN SERVICES FOR THE CHILD WELFARE
FELLOWSHIP PROJECT**

THIS AGREEMENT is made and entered into this 10th day of January, 2025, by and between the Franklin County Children Services (hereinafter, "FCCS"), and Warren County Children Services, (hereinafter, the "Sub-awardee"), collectively (the "Parties").

WHEREAS, Wood County and Eighteen (18) other counties previously established the Child Welfare Fellowship Project and the project is going to expand statewide; and

WHEREAS, the parties wish to continue and participate in a Child Welfare Fellowship Program, which is a pilot project that includes the recruiting, hiring, and training of college students to properly prepare them to be job ready in the child welfare field upon graduation; and

WHEREAS, the intent of this Agreement is to establish FCCS as a "pass-through entity" and the Sub-awardee as a "subrecipient" as those terms are used in OMB 2 CFR 200, promulgated by the United States Office of Management and Budget ("OMB"); and

WHEREAS, the American Rescue Plan Act ("ARPA") (Pub. L. No. 117-2), signed into law March 11, 2021, established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF"), and appropriated \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency; and

WHEREAS, the State of Ohio was directly allocated and accepted \$5.3 billion in SLFRF relief as federal award identification number SLFRP0130 from the United States Department of the Treasury ("Treasury"); and

WHEREAS, The State of Ohio has directly allocated the funding amount identified in Exhibit A to the Public Children's Services Association ("PCSAO"); and

WHEREAS, FCCS is a public children services agency and shall serve as the District Lead PCSA for the Southwest District; and

WHEREAS, it is the intent of the Parties for PCSAO to provide funding to FCCS, and that PCSAO and FCCS shall operate as "pass-through entities" to provide funding for Participating PCSAs for eligible expenditures under ARPA; and

WHEREAS, as a pass-through entity under OMB 2 CFR 200 (Uniform Guidance), FCCS may: (1) provide financial assistance to the Sub-Awardees in accordance with this Agreement and state and federal laws; (2) monitor the Sub-Awardees to obtain reasonable assurances that the financial assistance provided pursuant to this Agreement is used in accordance with applicable

conditions, requirements, and restrictions; (3) provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Agreement; and (4) take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to these funds.

NOW, THEREFORE, the parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

I. DEFINITIONS

- A. "Financial assistance" means all cash, reimbursements, other payments, or allocations of funds provided by FCCS to Sub-Awardees.
- B. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.
- C. "Pass-through entity" means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.
- D. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, Ohio Administrative Code ("OAC") rules, any Treasury State Agreement or state plan, any OMB circulars that a federal statute or regulation has made applicable to state and local governments, any Governor's Executive Orders to the extent that they apply to counties, and any applicable Ohio Department of Children and Youth ("ODCY") Procedure Manuals and Guidance Letters. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.
- E. "Sub-Awardees" has the same meaning as "county grantee" as that term is defined in ORC Section 5101.21(A)(1).
- F. "Public Childrens Services Association (PCSAO)" is the Administrative Agent of the earmarked funding and shall pass through the funding from ODCY to the district lead counties in the Child Welfare Fellowship project.
- G. "Child Welfare Fellowship Project" is the statewide project which offers training, support, and financial payment to students who are enrolled in the program in an effort to improve and help the Children's Services programs in Ohio. This offers students an opportunity to learn, gain and practice skills, and take part in a Child Welfare career.

II. SUB-AWARDEES' RESPONSIBILITIES

As a subrecipient of ARPA funds earmarked for the Child Welfare Fellowship Program, each Sub-Awardee agrees to:

- A. Administer a Child Welfare Fellowship Program *in the Sub-Awardee's county*, as determined by the District Lead County, ODCY, and PCSAO, and comply with all applicable state and federal laws, program rules, conditions, and budget.
- B. Follow all policies and procedures as agreed upon by the Sub-Awardees, ODCY and PCSAO as outlined in Exhibit B. Ensure use of the agreed upon forms to document fellow experiences and work completion as outlined in Exhibit C and Exhibit C-1.

- C. Invoice FCCS monthly, including an invoice and supporting documentation, for the following actual expenses:
 - 1. Salary, Employer paid portion of PERS, and Medicare costs for the Student Fellow Employees;
 - 2. PCSA Admin Expenses
 - i. (background checks, drug tests, cell phone plans, travel, mileage, etc.)
 - 3. Retention stipend paid to Fellows who complete the program and are employed by a PCSA
 - 4. Caseworker mentor incentive (\$1.00/hour for time spent with fellows)
An invoice template is provided as Exhibit D.
- D. Complete all required background checks of hired staff that work directly with or transport youth or adult consumers in an unsupervised manner. Background checks include, but are not limited to, BCII and FBI (FBI is only required if the employee has lived outside of the state of Ohio at any time), Ohio statewide automated child welfare information system (Ohio SACWIS) records for alleged perpetrator, national sex offender registry and any other checks required by law. Background checks must be completed, and results received and reviewed prior to the Sub-Awardee hired staff working directly with youth or adult consumers. Background check verifications must be supplied upon request to FCCS. Background checks are to be paid for by Sub-Awardee, but costs may be requested for reimbursement.
- E. Meet performance standards and goals as determined by the Sub-Awardee, ODCY and PCSAO.
- F. Participate in regular meetings with FCCS and the rest of the Sub-Awardees.
- G. Ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal and state laws, the federal terms and conditions of the grant award, and this Agreement.
- H. Utilize a financial management system that meets the requirements established by FCCS and federal and state law.
- I. Promptly reimburse FCCS for any funds FCCS pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which FCCS is responsible.
- J. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if FCCS, ODCY, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- K. Where Sub-Awardee identify reimbursements or other payments due to FCCS, promptly notify FCCS and request direction as to the way such payments shall be made.
- L. Keep and maintain complete and accurate records of program costs and activities under this Subgrant for the identified period of three years or longer as identified in Article IX.
- M. Make records relevant to this subgrant available to FCCS, ODCY, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit, and investigation.
- N. Comply with applicable requirements of OAC Chapter 5101:9-4 "Acquisition and Procurement", including but not limited to, standards for acquisition, county written standards of conduct, small and minority business and women's business enterprise and labor surplus area firms, procurement and contract requirements and methods, asset

reimbursement methods for county family services agencies and workforce investment act (WIA), rental costs and lease agreements, and disposal of assets.

- O. Comply with Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq.), Title IX of the Education Amendments of 1972 (20 USC §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC §794), the Age Discrimination Act of 1975 (42 USC §6101 et seq.); Title II of the American with Disabilities Act of 1990 (42 USC §12131 et seq.); all provisions required by the implementing regulations of the Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42.

III. RESPONSIBILITIES OF FCCS

FCCS agrees to:

- A. Provide a point-of-contact(s) to assist in the coordination of the Child Welfare Fellowship Project.
- B. Participate in regularly scheduled meetings with the Sub-Awardee (s);
- C. Provide cost-reimbursement funding to the Sub-Awardee, for allowable expenses, in accordance with this Agreement and federal, state, and local laws;
- D. Monitor the Sub-Awardee to ensure the subgrant funding is used in accordance with all applicable state and federal laws, rules, conditions, requirements, and restrictions.
- E. Provide guidance regarding participant eligibility, applications/forms, documentation, training, and recordkeeping; and
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in or incorporated by this Agreement.

IV. TERM

This Agreement shall be in effect from August 6, 2024, through July 31, 2026, unless suspended or terminated pursuant to Section VII prior to the above termination date.

V. AMOUNT OF GRANT; INVOICING; FINANCIAL MANAGEMENT

- A. The total amount of this subgrant is **Five Hundred and Seven Thousand Dollars and Zero Cents (\$507,000.00)** in Funds, to be utilized by the Sub-Awardees. Funds will be adequately shared and disbursed to each Sub-awardee (including FCCS) based on reimbursement of allowable expenses.
- B. Payment will be made to the Sub-Awardee on a cost-reimbursement basis and shall be made in accordance with the Sub-Awardee's actual costs. The Sub-Awardee shall invoice FCCS monthly for reimbursement of actual costs incurred under this Agreement. Invoices shall be numbered, dated, reference this Agreement, show the cost incurred by budget category (*i.e.*, salaries, PERS, Medicare, travel, supplies, etc.) for the billing period and in cumulative amount to date. With invoice, the Sub-Awardee shall (1) submit the names of the consumers participating in the program, and (2) verification documentation of all related allowable disbursements. **All invoices must be submitted to Franklin County Children Services via email to the following email box: fcs_fiscal@fcs.us, by the 5th of the month following the month of service. Any invoices provided past this date may not be paid.** It is incumbent upon the Sub-Awardee to ensure they have invoiced for all allowable services and expenses. All final invoices for the final month of service must

be submitted no later than August 15, 2026. Any invoices submitted beyond this date may not be paid.

- C. The Sub-Awardee understand that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODCY, funding sources external to the State of Ohio, such as federal funds, and appropriations by the FCCS Board of Trustees. If, at any time, FCCS determines that federal, state, or local funds are insufficient to sustain existing or anticipated spending levels, FCCS may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by FCCS to Sub-Awardee, or other form of financial assistance as FCCS determines appropriate. If the Ohio General Assembly, ODCY, funding sources external to the State of Ohio, such as federal funds, or the FCCS Board of Trustees fails at any time to continue funding FCCS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of FCCS.
- D. As a subrecipient of federal funds, the Sub-Awardee hereby specifically acknowledge their obligations relative to all federal funds provided under this Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 45 CFR 75, and 45 CFR 95, including but not limited to, the following federal rules:
1. Standards for financial management systems: The Sub-Awardee will comply with the requirements of 45 CFR 75.302, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of Availability of Funds: Pursuant to 45 CFR 75.309, the Sub-Awardee may seek reimbursement of costs resulting from obligations incurred during the funding period specified in this Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and, not to exceed 30 days. **For this funding source, liquidation period is no more than thirty (30) days.**
 3. Matching or Cost Sharing: Pursuant to 45 CFR 75.306, cost sharing or matching requirements applicable to the federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.
 4. Program Income: Program income must be used and accounted for as specified in 45 CFR 75.307.
 5. Real Property: If the Sub-Awardee is authorized to use subgrant funds for the acquisition of real property, title, use, and disposition of the real property, such transactions will be governed by the provisions of 45 CFR 75.318.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by any Sub-Awardee with subaward funds will be governed by the provisions of 45 CFR 75.321.
 7. Supplies: Title and disposition of supplies acquired by any Sub-Awardee with subaward funds will be governed by the provisions of 45 CFR 75.321.

8. Procurement: While Sub-Awardee may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable, 45 CFR 92.36, 2 CFR 200.317 to 200.327, O.A.C. 5101:9-4-07, and R.C. 307.86. In the event of conflict between federal, state, and local requirements, the most restrictive method must be used.
- E. Indirect Cost Rate: 0% Indirect Cost Rate will be used. No Indirect Costs are identified at this time, future indirect cost reimbursements may be made dependent upon the remaining funds. This rate is to be determined at that time by PCSAO.
- F. In addition to this Agreement, the parties acknowledge the following additional Federal Funds obligated by FCCS to Sub-Awardee either as part of this Agreement or others:
 1. Total amount of Federal and State Award obligated to FCCS and Sub-Awardees for this project is **Five Hundred and Seven Thousand Dollars and Zero Cents (\$507,000.00)**.

VI. AUDITS OF SUB-AWARDEE

The Sub-Awardee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501 and 2 CFR 200, the Sub-Awardee must ensure that they conduct an audit that complies with 2 CFR 200.514 for funds received under this Agreement. Costs of such audits are allowable as provided in 2 CFR 200.435.

Audit exceptions and sanctions will be passed onto the causal Sub-Awardee. Should any sub-awardee not follow proper fiscal procedure or mismanage any funds provided to them through the reimbursement process, it shall be the sole responsibility of the causal sub-awardee to address these issues and be financially responsible for any financial findings or recovery demands made by the Auditor of State or the Ohio Department of Job and Family Services. FCCS shall only be fiscally liable for FCCS' own financial finding or recovery demands.

VII. SUSPENSION AND TERMINATION

- A. The parties may mutually agree to a termination of this Agreement by entering into a written termination agreement.
- B. FCCS may suspend or terminate this Agreement for any reason forty-five (45) days after delivery of written notice to Sub-Awardees. FCCS may suspend or terminate this Agreement immediately after delivery of written notice to the Sub-Awardees if FCCS (1) discovers any illegal conduct on the part of Sub-Awardees, (2) is subject to a loss of federal or state funding, or (3) is informed by Ohio Department of Job and Family Services/ODCY that the Agreement does not comply with local, state, or federal law.
- C. Pursuant to Ohio Revised Code § 5101.24, FCCS may take any or all of the following actions if any Sub-Awardee materially fails to comply with any term of an award, state and federal laws, or any assurance, this Agreement, or any other applicable rule or condition:
 1. Temporarily withhold payments pending correction of the deficiency by Sub-Awardees or more severe enforcement action;
 2. Disallow all or part of the cost of the subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Sub-Awardees;
 4. Withhold future awards for the subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Agreement.

- D. The Sub-Awardees, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as FCCS may require.
- E. In the event of suspension or termination under this Article, the Sub-Awardees shall be entitled to compensation, upon submission of a proper invoice, for the allowable costs incurred prior to receipt of notice of termination or suspension. FCCS shall not be liable for any further claims, and the claims submitted by the Sub-Awardees shall not exceed the total amount of the subgrant award under this Agreement.

VIII. BREACH OR DEFAULT

- A. Upon breach or default by any Sub-Awardee of any of the provisions, obligations or duties embodied in this Agreement, FCCS may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and FCCS retains the right to exercise all remedies hereinabove mentioned.
- B. If any party fails to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by FCCS shall not be effective unless it is in writing and signed by FCCS.

IX. RECORDS

Each County who is part of this agreement must establish and maintain for at least **Five (5) years** from the termination of this Agreement all records relative to the administration of this Subgrant. Sub-Awardee further agrees to maintain records longer than five years if any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the five-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular five-year period, whichever is later. These records include, but are not limited to, participant eligibility, programmatic, statistical, procurement and fiscal records. The parties further agree that records involving any questioned costs, audit disallowance, litigation, or dispute between FCCS and Sub-Awardee shall be maintained for the time needed for the resolution of said question. In the event of early termination of this Agreement, or if for any other reason FCCS shall require a review of the records related to this subgrant, the Sub-Awardee shall, at its own costs and expense, segregate all such records relating to the subgrant from other records of operation. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, Sub-Awardee agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

X. NOTICES

All notices, consents, demands, requests, and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered, or certified, return receipt requested, to the addresses set forth hereunder.

If to FCCS:

Franklin County Children Services
Attn: Contracts Department
855 W. Mound St.
Columbus, OH 43223
Email: contracts@fccs.us

If to the Sub-Awardee:

Warren County Children Services
Attn: Tanya Sellers
416 S. East St.
Lebanon, OH 45036
Email: tanya.sellers01@jfs.ohio.gov

XI. SUBCONTRACTS, ASSIGNMENT, SUB-AWARDEE SUBAWARDS

- A. The Sub-Awardee may not subcontract or assign its duties under this Agreement without the prior express written authorization of FCCS. Any subcontracts or assignments made with another party must comply with all applicable state and federal laws.
- B. The Sub-Awardee may not award a subgrant of the financial assistance granted under this Agreement to another non-federal entity without the prior express written authorization of FCCS. Any subgrant made by any Sub-Awardee must be made by means of a Subgrant Agreement which requires the entity awarded the subgrant to comply with all conditions, requirements, and restrictions applicable to the Sub-Awardee. The Sub-Awardee must perform those functions required under federal, state, and local laws as a subrecipient of Sub-Awardee under this Agreement and as a pass-through entity of any awards of subgrant to other entities.

XII. SUB-AWARDEE CERTIFICATION OF COMPLIANCE WITH GRANT CONDITIONS

By accepting the subgrant and by executing this Agreement, the Sub-Awardee hereby affirm current and continued compliance with each condition listed below. The Sub-Awardee certification of compliance with each of these conditions is considered a material representation of fact upon which FCCS is relying in entering into this Agreement:

- A. Federal Debarment Requirements: The Sub-Awardee certifies that neither they nor any principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 45 CFR 92.35 (HHS).
- B. Qualifications to Conduct Business: The Sub-Awardee affirms that they have the legal authority to receive federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.

- C. Finding for Recovery: The Sub-Awardee affirms that neither they nor their principals are subject to a finding for recovery under ORC 9.24, or that they have taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with FCCS, as FCCS is a political subdivision of the State of Ohio.
- D. Ethics Law: The Sub-Awardee certifies that they and all officers, employees, and agents of the Sub-Awardee will comply with the requirements of the Ohio ethics law and Ohio law pertaining to offences against justice and public administration, including, but not limited to, Sections 102.03, 102.04, 2921.02, 2921.42 and 2921.43, Revised Code.
- E. Nondiscrimination: The Sub-Awardee certifies that it will comply, as applicable, with all federal statutes relating to nondiscrimination. These include but are not limited to:
 - 1. Title VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin.
 - 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination based on sex.
 - 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination based on handicaps.
 - 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination based on age.
 - 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse.
 - 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
- F. Pro-Children: The Sub-Awardee certifies that they will comply with the requirements of the Pro-Children Act of 1994 (20 USC 7183) imposing restrictions on smoking in facilities where federally funded children's services are provided.
- G. Acknowledgement of Federal Funding: The Sub-Awardee certifies that they will acknowledge federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funding, including statement of the percentage and dollar amounts of the total program or project costs financed with federal funds and the percentage and dollar amount of the total costs financed by nongovernmental sources.
- H. Limited English Proficiency: The Sub-Awardee certifies that they will take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and there is effective communication between the service provider and individuals with limited English proficiency.
- I. Resource Conservation: The Sub-Awardee certifies that they will comply with the Resource Conservation and Recovery Act (42 USC 6901) in giving preference in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA (40 CFR parts 247 - 254).
- J. Hatch Act: The Sub-Awardee certifies that they will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- K. Bird Anti-Lobbying Act: The Sub-Awardee certifies they have not, and will not, use federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each Sub-award further warrants that they will disclose any lobbying with any non-Federal funds that takes place in connection in obtaining any federal award.

- L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, Executive Order 11738, and environmental protection WCDJFS regulations (40 CFR Part 15);
- M. The Sub-Awardee certifies that they will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- N. The Sub-Awardee certifies that they will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- O. The Sub-Awardee certifies that they will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing the programs funded under this Agreement.

XIII. EXECUTIVE ORDER 2019-12D

FCCS and Sub-Awardee acknowledge and agree to abide by Executive Order 2019-12D for any contracts which involve state dollars. Executive Order 2019-12D prevents purchase and performance of services outside of the United States. FCCS and Sub-Awardee must affirm they understand this and will abide by the requirements of this order and disclose the principal location of business for FCCS and Sub-Awardee who are supplying services to the State under the proposed contracts.

XIV. EXECUTIVE ORDER 2022-02D

FCCS and Sub-Awardee acknowledge and agrees to abide by Executive Order 2022-02D for any contracts which involve state dollars. Executive Order 2022-02D prevents purchases of services from or investments in Russian institutions or companies. "Company" means a sole proprietorship, partnership, corporation, national association, society anonyne, limited liability company, limited partnership, limited liability partnership, joint venture, or other business organization, including their subsidiaries and affiliates, that operates to earn a profit. FCCS and Sub-Awardee must affirm they understand this and will abide by the requirements of this order and disclose the principal location of business for FCCS and Sub-Awardee who are supplying services to the State under the proposed contracts.

XV. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability. Sub-Awardee agrees to accept and be responsible for the actions or omissions of its agents, officers and employees arising out of this Agreement, and nothing in this agreement shall be interpreted or construed to place any responsibility for such actions or actions or omissions onto FCCS. FCCS agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this agreement shall be interpreted to place any responsibility for such actions or omissions on Sub-Awardee. In no event shall either party be liable to

- the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- B. Insurance. Sub-Awardee will procure and maintain at its own cost for the duration of this Agreement the insurance according to each Sub-Awardee's County requirements. Certificates of Insurance may be requested by the Sub-Awardee and/or the County at any time.
- C. Nature of Relationship. Sub-Awardee agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- D. OPERS. Sub-Awardee agrees that all individuals employed by Sub-Awardee for purposes of carrying out the Child Welfare Fellowship Program are public employees of each specific Sub-Awardee for purposes of the Public Employees Retirement System as set forth in Chapter 145 of the Ohio Revised Code. It is agreed the individuals are not public employees of FCCS, except those hired by FCCS.
- E. Confidentiality/Public Records. Sub-Awardee agrees that all records, documents, writings, or other information produced by Sub-Awardee under this Agreement, and all records, documents, writings, or other information used by Sub-Awardee in the performance of this Agreement are treated in the following manner:
- a. All FCCS information which, under the laws of the State of Ohio or under federal law, is classified as public or private will be treated as such by Sub-Awardee. Where there is a question as to whether information is public or private, FCCS will make the final determination.
 - b. Sub-Awardee agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the duties specified herein. Sub-Awardee agrees to be bound by the same standards of confidentiality that apply to the employees of FCCS, FCCS, ODCY and the State of Ohio.
- F. Choice of Law. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio.
- G. Severability. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected if the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.
- H. Entire Agreement. This document constitutes the entire agreement between FCCS and the Sub-Awardee with respect to all matters herein. This Agreement may be amended only by a document signed by both parties. The parties agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.

[Remainder of page intentionally left blank; signature page follows]

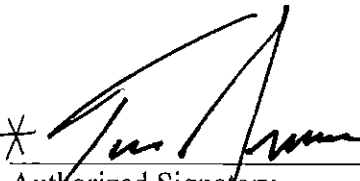
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as evidenced by their signatures below:

Franklin County Children Services

DocuSigned by:
Charles M. Spinning
024F46A92D90449
Charles M. Spinning, Executive Director

Date: 1/10/2025

Warren County Children Services

* 
Authorized Signatory

Date: 2/14/25

Tom Grossmann, President
Printed Name and Title

APPROVED AS TO FORM



Kathryn M. Horvath
Asst. Prosecuting Attorney

Exhibit A

Program Budget

With this budget, PCSAO obligates all available funding. Staffing and promotion costs are fixed as indicated, but all funds related to hiring and supporting the college student Fellows (with the exception of \$35,000 for Handshake for the Program Lead) are considered adjustable depending on the number of Fellows hired in each District, and therefore will require budget adjustments among the three District Lead PCSAs from time to time throughout the term of the Agreement.

Line Item	Total	Wood County JFS (Northwest District Lead)	Franklin County Children Services (Southwest District Lead)	Perry County JFS (Southeast District Lead)
Staffing: Program Lead: 1.0 FTE Program Administrator; 1.0 FTE Recruiter. District Leads: 3 x 1.0 FTE Student Coordinator	\$ 500,000.00	\$ 300,000.00	\$ 100,000.00	\$ 100,000.00
Direct Costs (Staff and Fellows): Handshake app (\$35,000 for Program Lead); staff/Fellow travel, employment screenings, supplies	\$ 175,000.00	\$ 81,666.67	\$ 46,666.67	\$ 46,666.67
Fellow Compensation: \$15/hour + Medicaid/OPERS x 75 Fellows	\$ 850,000.00	\$ 283,333.33	\$ 283,333.33	\$ 283,333.33
Retention/Completion Incentive: 75 Fellows @ \$1,000 (see manual for eligibility)	\$ 75,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Mentor Incentive: For caseworkers who mentor Fellows, increase of \$1/hour up to \$8/day, \$2,080/year/mentor x 75 Fellows	\$ 156,000.00	\$ 52,000.00	\$ 52,000.00	\$ 52,000.00
Promotion: Conferences, job fairs, website, swag, welcome bags	\$ 44,000.00	\$ 44,000.00	\$ -	\$ -
TOTAL	\$ 1,800,000.00	\$ 786,000.00	\$ 507,000.00	\$ 507,000.00

Exhibit B

Program Deliverables

The following deliverables are for the program as a whole and the collective responsibility of the District Lead PCSAs with leadership from the Program Lead. All three District Leads shall work together with the Program Lead to ensure that deliverables are met.

Deliverable 1: Contribute to the Fellowship Program's expansion goal of exposing 75 non-social work college students enrolled at two-year or four-year Ohio institutions to a career in children services through paid part-time employment, training, mentoring, and support.

Deliverable 2: Contribute to the Fellowship Program's expansion goal of providing 32 trained and experienced Fellowship graduates to PCSAs for employment as caseworkers.

Deliverable 3: Contribute to the Fellowship Program's expansion of providing 30 trained and experienced Fellowship graduates to other county public services (e.g., JFS, school, law enforcement) or related human services fields (e.g., behavioral health).

The following deliverable is the responsibility of the Program Lead, with input from the District Leads:

Deliverable 4: Develop a manual for the Fellowship Program that can be replicated in other areas of the state with support from PCSAO.

Exhibit C

Table of Responsibilities for PCSAO, Program Lead, District Lead, and Participating PCSAs

PCSAO Responsibilities:

- Provide limited technical assistance to District Leads and work closely with Program Lead to ensure effective administration of the funds, including completion of program deliverables and careful monitoring of number of Fellows employed across all districts.
- Participate in statewide and district meetings as needed.
- Review invoices from Program Lead and District Lead PCSAs and reimburse appropriate costs.

PROGRAM LEAD (Wood County JFS)	DISTRICT LEAD (Wood County JFS, Perry County JFS, Franklin County Children Services)	PARTICIPATING PCSA (Any county PCSA in NW, SE & SW Districts, including District Leads)
<p>PROGRAM RESPONSIBILITIES:</p> <ul style="list-style-type: none"> • Support training, communication, data collection, and other activities necessary for program implementation across all District Leads • Manage recruitment app and process across all districts • Promote program across all districts as needed (conferences, institutions of higher education, career fairs, etc.) • Lead statewide and district meetings as needed • Provide overall program direction, leadership, and development across all Districts • Ensure completion of program deliverables, including careful monitoring of number of Fellows employed across all districts 	<p>PROGRAM RESPONSIBILITIES</p> <ul style="list-style-type: none"> • Support and manage program participation of Participating PCSAs within the district • Participate in statewide and district meetings as needed • Assist Program Administrator with recruitment, training, onboarding, supporting, and implementing program for Participating PCSAs and for Fellows within the District • Participate in all data-collection, monitoring, and evaluation activities with Program Lead and PCSAO, including careful monitoring of number of Fellows employed within the District and completion of program deliverables <p>FISCAL RESPONSIBILITIES</p> <ul style="list-style-type: none"> • Allocate up to 1.0 FTE to serve as District Student 	<p>PROGRAM RESPONSIBILITIES</p> <ul style="list-style-type: none"> • Interview, select, and employ Fellow(s) • Provide caseworker mentor for Fellow to shadow • Provide Fellow with workspace and supplies (any significant purchases must be pre-approved) • Participate in all data-collection, monitoring, and evaluation activities with District Lead • Participate in statewide and district meetings as needed • Ensure that Fellows follow prescribed curriculum pertaining to training and activities <p>FISCAL RESPONSIBILITIES</p> <ul style="list-style-type: none"> • Pay Fellow(s) \$15/hour, plus applicable benefits (PERS, Medicare) and any pre-employment screens

<ul style="list-style-type: none"> • Ensure production of a program manual <p>FISCAL RESPONSIBILITIES</p> <ul style="list-style-type: none"> • Allocate up to 2.0 FTE to serve as Program Administrator and Handshake Manager • Identify and purchase necessary promotional activities and materials, distributing across all districts • Seek reimbursement from PCSAO for Program Lead-related expenses • Submit all necessary monthly and quarterly program and fiscal reporting to PCSAO • Retain records as required 	<p>Coordinator, who will work with Program Lead and Participating PCSAs to support Fellows and administer program</p> <ul style="list-style-type: none"> • Review supporting documentation from Participating PCSAs and reimburse appropriate costs • Seek reimbursement for all Participating PCSA and District Lead expenses from PCSAO • Assist Program Administrator in completing all necessary monthly and quarterly program and fiscal reporting • Retain records as required 	<ul style="list-style-type: none"> • Pay caseworker supplement (\$1/hour) for time spent • Reimburse travel for Fellow if necessary (training, activities when not traveling with caseworker) • Provide retention stipend (up to two \$500 stipends) to Fellows who meet eligibility requirements • Seek reimbursement for allowable expenses from District Lead • Retain records as required
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Exhibit C-1



Ohio Child Protective Services Fellowship

Jennifer M. Whiting, Fellowship Program Manager

1926 East Gypsy Lane Road, P.O. Box 679

Bowling Green, OH 43402

Phone: (419) 373-6935

Email: jennifer.whiting@ifs.ohio.gov

Agency Expectations

- Provide Fellowship Students with a workspace and all needed equipment (computer, phone, office supplies).
- Provide guidance, guidance, and feedback to fellowship students.
 - This includes internal training, work sessions, and regular check-ins with the students.
- Information should be shared with staff to help them understand the Fellowship Program and students' roles within the agency.
- Mentors and/or Experienced staff should take time to process before and after shadow experiences to make sure the student understands roles, expectations, and the purpose of each opportunity.
 - Mentors and/or Experienced staff should be teaching rule and best practice during their time with students.
 - This includes ensuring they know the basics such as dates, times, what items are needed, locations and where to meet staff.
 - Staff should address any concerns they have with their direct supervisors so the supervisor can be address with the student.
 - If necessary, supervisors may report concerns to the Fellowship Student Coordinator and then the Program Manager if needed for an eligibility review.
- Review activity logs and other documentation for accuracy, mandates, and best practices.
 - Provide feedback, including what was done well, what areas need improvement, and how to input into SACWIS/Traverse.

- **Fellowship Checklists** are to be used throughout the program to track shadow opportunities. Checklists can be customized to each county to include or exclude county specific activities.
 - Opportunities should be streamlined, when possible. *i.e.*: assign to shadow an investigation from open to close; assign as a worker to specific ongoing case; spend time in each unit for weeks before changing topics (**this may be difficult due to training, school schedule, and limited hours at the agency*).
 - The checklists are the responsibility of the student to ensure that they are completing the identified experiences and getting them initialed.
 - Completed and signed checklists are sent to the District Student Coordinator at the end of the Fellowship Program.

- Supervisor to complete **Fellowship Assessments** with students. This is required to be completed at the end of the Fellowship Program, however, can be completed more often to assist with assessing training needs. Send copy to District Student Coordinator for Fellowship file.



Ohio Child Protective Services Fellowship

Jennifer M. Whiting, Fellowship Program Manager
1928 East Gypsy Lane Road, P.O. Box 679
Bowling Green, OH 43402
Phone: (419) 373-6935
Email: jennifer.whiting@oijfs.ohio.gov

Fellowship Student Expectations

- Follow the agency dress code.
 - Do not wear political, religious, or other clothing that will incite a response or distract from the purpose of the agency's involvement.
 - Dress professionally when going to court or any other meeting where it is required.
 - No jeans
 - Business casual (ask your supervisor if you need guidance)
- Always conduct yourself in a professional manner.
- Communicate with the agency. Let them know in advance what your class and break schedule is. Let them know if there any concerns or something that need help with. If needed, contact your Student Coordinator.
- Do not have your feet up on a desk.
- Do not be on your phone at your desk.
- Always have pen and paper to take notes when shadowing.
- Always have your calendar available when shadowing (Outlook and/or paper). This will help schedule future shadow opportunities.
- Report to assigned mentor or unit when arriving at work
- Share schedule/availability/Outlook calendar with staff/supervisor.
- No phone when sitting with trainer, mentors, or workers for work sessions and to learn how to input information. **Be engaged in the learning process.*
- If a mentor has an activity for you to do, you should be doing it.
 - You do not get to choose not to do something because you don't like it. Discuss conflicts/concerns with supervisor.

- Do not turn down opportunities because you do not want to work later in the day, unless there is a justifiable reason.
- If you have downtime, you should be doing online trainings.
- Students need to initiate contact and seek out activities to do.
 - You should not be telling staff you are bored.
- When going with a worker on a shadow opportunity, go to their desk or coordinate where you will meet; maintain communication.
 - Staff should not have to go looking for you.
 - Be ready to go by the time they told you.
 - Take time to process before and after shadow opportunities.
- **Case Report forms** are to be completed on everything:
 - Home visits (2-3x/wk.), Court, Office Visits, Meetings, Etc.
 - Case Reports are to be sent to the worker you were with and Fellowship Student Coordinator Summer Repass for review.
 - These will be added to your file and can be used for training purposes.



Ohio Child Protective Services Fellowship

Jennifer M. Whiting, Fellowship Program Manager
1925 East Gypsy Lane Road, P.O. Box 679
Bowling Green, OH 43402
Phone: (419) 373-6935
Email: jennifer.whiting@jfs.ohio.gov

Fellowship Student Work Experience

Fellowship students are hired as county employees and can work up to 26 hours per week.

The ability to gain meaningful work experience in Children Services will allow Fellowship students to assess their interest in this field, job readiness, and to develop a support network.

Fellowship students should be paired with mentors or experienced caseworkers that can model and explain the rules of best practice.

Fellowship students once trained are able to complete lower-level case management tasks at the agency's discretion. This includes but not limited to:

- Supervision of Visits
- Transportation
- Front Desk Coverage
- Phone Screening
- Client/Provider follow-up phone calls
- Support Visits to Low-Risk Clients
- Document Processing
- Case Aide Activities
- SACWIS Documentation
- Filing/Scanning into Traverse
- Forensic Fluids/ Tox Screens
- Shopping for families

➤ *Please Note:*

- *Fellowship students should **NOT** be assigned as a Primary Worker. They can be a supportive role to the assigned caseworker by shadowing home visits, typing up activity logs, learning about/helping with assessments, and helping with other follow up activities, etc.*



Ohio Child Protective Services

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Email: jennifer.whiting@ifs.ohio.gov

Fellowship Interview and Onboarding Process

Recruitment:

The Fellowship Recruiter will recruit students from various universities and colleges through school visits, career day activities, and information provided to schools. The recruiter will partner with the Student Coordinators and counties in the recruitment process.

When a student expresses interest in the Fellowship Program they will be asked to complete the Fellowship Referral Form and submit a resume. Once that information is received it is reviewed by the recruiter and/or district student coordinator. The recruiter or district student coordinator will screen the applicant to ensure they are a viable candidate for the program. The applicant will then be referred to a county for an interview. The county will be given the referral, resume, and screening tool. The applicant will be logged and tracked by the Fellowship team.

If a student contacts a Fellowship County directly, the county will have the student complete the Referral Form and send it to the recruiter for tracking. If the county assesses that the student is a good candidate for the program, they proceed to the Interview Process. Counties do not need to complete the screening tool.

Fellowship Counties will notify the Fellowship team of the number of slots available in their county. The number of slots reported by the county will be used for recruitment. The Fellowship team will only send that number of applicants. Therefore, if a county has 2 openings, then 2 applicants will be sent. The Fellowship team will not send multiple applicants to interview for 1 slot. The goal is to fill slots with viable applicants and not have applicants interview in multiple counties.

Interview/Shadowing:

A county should set up a face-to-face interview with potential Fellowship Students. Please follow your individual agency policies for interviewing.

Each county should have applicants complete the VR Goggle scenarios. If you do not have the VR Goggles, please let a member of the Fellowship team know and arrangements can be made for you borrow a set.

Applicants should complete a shadow experience during this phase. If possible, completing the shadow experience on the same day as the interview is preferred, however due to the nature of the job that is not always possible. The shadow should be rescheduled for the same week or within 10 days of the interview. The shadow experience is a great way for applicants to get an idea of Child Protective Services while still in the interview phase.

The Recruiter will follow up with counties during the interview phase for status updates (interview date, job offer, and start date). The Recruiter can also follow up with applicant if counties are

experiencing difficulties with making contact.

Things to keep in mind when scheduling interviews:

- Interviews should be scheduled within 2 weeks of contacting the applicant. Every effort should be made to complete the interview, VR goggles, and shadow experience the same day or at least in the same week.
- Scheduling interviews too far out and fragmented could result in the student withdrawing their application and seeking other opportunities.
- Students are planning their class schedules, and they take Fellowship Program requirements into consideration when registering
- Students may have graduation requirements that have submission dates
- Students often apply to multiple internship/fellowship programs at the same time
- If an applicant is not chosen for the Fellowship, they can pursue other options.
- An applicant that has been waitlisted can be moved to the interview phase

Starting the Fellowship Program:

Once the applicant has successfully completed all requirements of the interview and shadowing phase and the participating county completes their hiring process, they are ready to start their Fellowship.

The District Student Coordinator will make contact with the county and the Fellowship student for an orientation meeting. This meeting is mandatory and will go over program expectations, instruction of using forms, and basic overview of CPS. This meeting is typically about 2 hours and is mandatory for all Fellowship Students. County supervisors are encouraged to attend this meeting at least once.

Fellowship Students should be entered into LMS/CAPS. This is required to register them for the required CORE trainings and any other trainings that are available.

The Fellowship Core schedule will be posted in TEAMS as well as emailed to counties and students to enroll. The Fellowship Core is only for Fellowship Students.

Counties should email Megan Hite and cc the District Student Coordinator to register students. Megan.Hite@IFS.OHIO.GOV The following information should be emailed to Megan:

- First Name
- Last Name
- SUID ID
- Original Hire Date
- Address
- City
- State
- Zip
- Email Address
- Managers name
- Division (Agency)
- Primary Position County FELLOWSHIP STUDENT
- Primary Position
- CPS CW Core Effective Date (if applicable)

****Fellowship Counties or students are responsible for registering students for Core and other trainings in LMS/CAPS.**

Counties will have access to all Fellowship tools and forms to help make the Fellowship Program a success. These forms are located in the State TEAMS channel for the Fellowship Program.

Fellowship students should also be granted SACWIS access. When they are set up as employees in SACWIS, select the Job Title of '**NW Fellowship Worker**' to ensure students can be properly tracked. Fellowship students can be given the same SACWIS access as caseworkers.

The District Student Coordinator will request updates on Fellowship Student's progress throughout their program and schedule check in meetings.

The District Student Coordinator will also schedule training/mentoring meetings with students on various topics in Child Protective Services and Core trainings.

The Fellowship Team is always available to assist.



Ohio Child Protective Services Fellowship

Jennifer M. Whiting, Fellowship Program Manager
 1928 East Gypsy Lane Road, P.O. Box 679
 Bowling Green, OH 43402
 Phone: (419) 373-6935
 Email: jenniferwhiting@dcjs.ohio.gov

Fellowship Assessment

Name: _____ Date of Assessment: _____

Scoring

- | | |
|-----------------------|--|
| 1 = Unsatisfactory | Never demonstrates this ability / does not meet expectations |
| 2 = Needs Improvement | Seldom demonstrates this ability / rarely meets expectations |
| 3 = Fair | Sometimes demonstrates these ability / sometimes meets expectations |
| 4 = Good | Usually demonstrates this ability / meets expectations |
| 5 = Excellent | Always demonstrates this ability / consistently exceeds expectations |
| N/A = Not Applicable | Not applicable to this assessment |

Ability to Learn

Student self-assessment	1	2	3	4	5	N/A
Supervisor assessment	1	2	3	4	5	N/A

Competencies

Observes and pays attention to others	1	2	3	4	5	N/A
Asks pertinent and purposeful questions	1	2	3	4	5	N/A
Seeks out and utilizes appropriate resources	1	2	3	4	5	N/A
Accepts responsibility for mistakes and learns from experience	1	2	3	4	5	N/A
Actively listens	1	2	3	4	5	N/A
Ability to apply learned information to actual case work	1	2	3	4	5	N/A

Comments:

Student:

Supervisor:

Reading / Writing / Comprehension Skills

Student self-assessment	1	2	3	4	5	N/A
Supervisor assessment	1	2	3	4	5	N/A

Competencies

Reads, comprehends, and follows written materials	1	2	3	4	5	N/A
Comprehends mandates, rules, and best practice	1	2	3	4	5	N/A
Documents interviews, phone calls, and meetings clearly and accurately	1	2	3	4	5	N/A
Documents State mandates in case record	1	2	3	4	5	N/A

Comments:
Student:

Supervisor:

Time Management

Student self-assessment	1	2	3	4	5	N/A
Supervisor assessment	1	2	3	4	5	N/A

Competencies

Arrives at work on time	1	2	3	4	5	N/A
Enters dictation and case information timely	1	2	3	4	5	N/A
Schedules home visits, interviews, and other meetings within State mandates	1	2	3	4	5	N/A
Can manage caseload and completed required mandates per agency best practice and State rule	1	2	3	4	5	N/A
Responds to email, faxes, and phone calls timely	1	2	3	4	5	N/A

Comments:
Student:

Supervisor:

Consumer Interactions

Student self-assessment	1	2	3	4	5	N/A
Supervisor assessment	1	2	3	4	5	N/A

Competencies

Ability to effectively communicate with consumers	1	2	3	4	5	N/A
Ability to de-escalate situations	1	2	3	4	5	N/A
Ability to accurately discuss agency involvement	1	2	3	4	5	N/A
Ability to build working relationships	1	2	3	4	5	N/A
Demonstrates effective verbal skills	1	2	3	4	5	N/A

Comments:
Student:

Supervisor:

Community Resources and Providers

Student self-assessment	1	2	3	4	5	N/A
Supervisor assessment	1	2	3	4	5	N/A

Competencies

Working knowledge of community resources	1	2	3	4	5	N/A
Ability to work with providers to strengthen families	1	2	3	4	5	N/A
Documents interviews, phone calls, and meetings clearly and accurately	1	2	3	4	5	N/A
Makes appropriate referrals for community resources	1	2	3	4	5	N/A

Comments:

Student:

Supervisor:

Critical Thinking / Problem Solving

Student self-assessment	1	2	3	4	5	N/A
Supervisor assessment	1	2	3	4	5	N/A

Competencies

Ability to identify risk factors in a given situation	1	2	3	4	5	N/A
Ability to safety plan based off of identified risk factors	1	2	3	4	5	N/A
Ability to interpret rules and laws to make effective case decisions	1	2	3	4	5	N/A
Ability to make case decisions independently	1	2	3	4	5	N/A

Comments:

Student:

Supervisor:

CAPTA/CAPMIS

Student self assessment	1	2	3	4	5	N/A
Supervisor assessment	1	2	3	4	5	N/A

Competencies

Proficient knowledge of CAPTA	1	2	3	4	5	N/A
Ability to apply CAPTA to Child Welfare cases	1	2	3	4	5	N/A
Proficient knowledge of CAPMIS	1	2	3	4	5	N/A
Ability to apply CAPMIS to Child Welfare cases	1	2	3	4	5	N/A
Ability to document CAPTA and CAPMIS in case record	1	2	3	4	5	N/A

Comments:
Student:

Supervisor:

Job Readiness

Completed Required Core Training	Yes	No				N/A
Completed Domestic Violence Training	Yes	No				N/A
Completed Human Trafficking Training	Yes	No				N/A
Completed Trauma Training	Yes	No				N/A
Working knowledge and understanding of CAPMIS	1	2	3	4	5	N/A
Working knowledge and understanding of SACWIS	1	2	3	4	5	N/A
Working knowledge and understanding of CAPTA	1	2	3	4	5	N/A

Supervisor Comments:

Signatures:

Fellowship Student Date

Supervisor Date

Assessment Distribution:
 1 copy to county agency
 1 copy to Fellowship Student Coordinator
 1 copy to Fellowship Student



Ohio Child Protective Services Fellowship

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1928 East Gypsy Lane Road, P.O. Box 679
Bowling Green, OH 43402
Phone: (419) 373-6935
Email: jennifer.whiting@dfs.ohio.gov

Fellowship Case Reports

Fellowship Student Name:

Case Name:

SACWIS Case ID:

Date of contact:

Worker shadowed:

Client Contact: Home Visit Office Visit Other: _____

Briefly describe agency involvement:

Briefly describe what happened during the contact with the client:

Identify strengths you observed:

Identify concerns that you observed:

Case Processing: (how did you process the case with the worker? What was the discussion that you had about the contact, the decision making, thoughts and feelings about the contact)

List the Rules and/or Best Practices that were implemented (CAPTA, CAPM, ORC/OAC, ect)

Fellowship Program Intake/Investigations Checklist

New Worker:

Mentor:

Date Assigned to Unit:

Task	Date Completed	New Hire Initials	CW Initials
Phones			
Take a report on the phone (10)			
Take a walk-in report (2)			
Enter a police report (5)			
Intake/Investigations			
Shadow case initiations/home visits/office visits			
Physical Abuse			
Sexual Abuse			
Educational Neglect			
Medical Neglect			
Environmental Neglect			
Neglect			
Specialized			
Observe case staffing (Sup/CW)			
Observe a removal case			
Observe a case that will move to Ongoing			
Observe FTM			
Observe tox screens			
Scan a case into Traverse			
Request records from provider on a case			
Observe a case closure			
Documentation			
ACV Dictation			
AP Dictation			
Home Visit Dictation			
SACWIS			
Enter Dictation			
Enter Safety Assessment			
Enter Safety Plan			
Enter Family Assessment			
Court			
Observe Matrix/filing			
Attend Pre-Trial Hearing			

Attend Emergency Removal Hearing			
Attend Shelter Care Hearing			
Attend Adjudication Hearing			
Attend Dispositional Hearing			
Training Requirements			
Systems (SACWIS Traverse)			
Investigation Rules and Timeframes			
Safety in the field			
Supervision Guidelines			
Assessing Safety in families			
Forms and letters			

Signatures at completion of unit shadowing

Mentor

Date

New Worker

Date

Training Supervisor

Date

Fellowship Program Ongoing Checklist

New Worker:

Mentor:

Date Assigned to Unit:

Task	Date Completed	New Hire Initials	CW Initials
Shadowing			
Home visits			
Family Team Meetings			
Meetings with Providers			
Supervised visits			
Visit with children in placement			
Kinship Home Study			
Documentation			
P.Sup. case contact dictation			
Custody case contact dictation			
Enter dictation into SACWIS			
Take notes for FTM			
Complete ESA application			
Complete Kinship Home Study referral			
Attend Family Stabilization Meeting			
Attend Family Team Meeting			
Attend Case Plan Meeting			
Attend Semi-Annual Review (SAR)			
Attend Case Staffing (Sup/CW)			
Attend Case Staffing (Pros/CW)			
Shadow the Kinnect Program			
Observe a case closure			
SACWIS			
Enter dictation			
Enter a Case Plan			
Enter a Case Review			
Scan a case into Traverse			
Court			
Observe court prep			
Attend Dispositional Hearing			
Attend Review Hearing			
Training Requirements			
Systems (SACWIS Traverse)			
Ongoing Rules and Timeframes			

Safety in the field			
Assessing safety for ongoing cases			
Assessing Case Plan goals			
Forms and Letters			

Signatures at completion of unit shadowing

Mentor Date

New Worker Date

Training Supervisor Date

Fellowship Program Specialized Checklist

New Worker:

Mentor:

Date Assigned to Unit:

Task	Date Completed	New Hire Initials	CW Initials
Independent Living			
Participate in IL group			
Shadow home visits			
Observe IL plan being developed			
Learn about transitional programs			
Shadow to get youth a State ID			
Assist with Emancipation			
Foster Care			
Visit Placements			
County Licensed home			
Treatment Foster Home			
Group Home			
Residential Center			
Review foster home application and process			
Observe licensing process			
Placement			
Assist with placement calls			
Assist with placement paperwork			
Participate in recruiting event			
Adoption			
Shadow home visits			
Adoption Rules			
Review Permanent Custody Case			
Attend Permanent Custody Hearing			
Attend Adoption Hearing			
Attend matching meeting			
Attend an exit interview			
IV-E			
Rules for IV-E			
How does IV-E affect cases and payments			
Medical entries			

Training Requirements			
Systems (SACWIS Traverse)			
Foster Care Rules			
Independent Living Rules			
Adoption Rules			
ICPC			

Signatures at completion of unit shadowing

Mentor Date

New Worker Date

Training Supervisor Date



Ohio Child Protective Services Fellowship

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1926 East Gypsy Lane Road, P.O. Box 679
Bowling Green, OH 43402
Phone: (419) 373-6935
Email: jennifer.whiting@jfs.ohio.gov

Fellowship Case Reports

Fellowship Student Name:

Case Name:

SACWIS Case ID:

Date of contact:

Worker shadowed:

Client Contact: Home Visit Office Visit Other: _____

Briefly describe agency involvement:

The student is to write a brief narrative about why the agency is involved with this family. This will ensure that the student has prepared for the contact and can actively learn from what they are observing.

Briefly describe what happened during the contact with the client:

The student is to document the contact as if they are the assigned worker. This will teach the student what is important and needed information in case documentation. Students will also learn proper report writing techniques.

The host county should review the documentation in conjunction with the assigned worker's documentation for accuracy and transfer of learning.

Identify strengths you observed:

The student will document the strengths of the family and/or progress of the family in this section. Students can use the Protective Capacities and Vulnerabilities guides to help them learn what they are looking for. As the student advances through the program their assessment of safety will grow and these observations should broaden beyond those guides.

Students should review the Safety Assessment and Family Assessment to help them better identify strengths within a family or situation.

Identify concerns that you observed:

Students will follow the same instructions as the above strength assessment area.

Case Processing: (how did you process the case with the worker? What was the discussion that you had about the contact, the decision making, thoughts and feelings about the contact)

Students are to document the debriefing that they had with the assigned worker. This will help the student understand why case decisions were made or not made. This provides an opportunity for students to gain an understanding of agency protocols, rule application, critical thinking, and decision making. This helps to ensure that the student understands decisions were made and how the outcome was reached.

List the Rules and/or Best Practices that were implemented (CAPTA, CAPM, ORC/OAC, etc.)

Students will document what rule, law, or best practice was used in the contact. Students will be able to better understand the parameters that CPS must work in and how to apply rule, law, and best practice to daily case work. This understanding is important to delivering accurate and consistent case services to the families that are served.

Exhibit D

**INVOICE FOR REIMBURSEMENT OF
DISTRICT FELLOWSHIP EXPENSES**

DISTRICT LEAD PCSA:

DATE OF INVOICE:

MONTH:

REQUESTED REIMBURSEMENT	
FELLOW HOURLY WAGES	\$ -
FELLOW PERS/MEDICAID	\$ -
FELLOW RETENTION STIPEND	\$ -
PCSA DIRECT ADMINISTRATION	\$ -
Background Checks/Drug Screens	\$ -
Cell Phone Reimbursement	\$ -
Travel	\$ -
Training	\$ -
Supplies	\$ -
Other PCSA Admin Costs	\$ -
CASEWORKER MENTOR INCENTIVE	\$ -
DISTRICT/PROGRAM STAFF	\$ -
TOTAL AMOUNT REQUESTED	\$ -

District Lead PCSA must maintain all supporting documentation from participating PCSAs.

Resolution

Number 25-0142

Adopted Date February 04, 2025

APPROVING ADDENDA TO AGREEMENT WITH TRANSITIONS FOR YOUTH
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve the addenda to agreement with Transitions for Youth relative to home placement and related services for calendar year 2024-2025, on behalf of Warren County Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Transitions for Youth
Children Services (file)

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

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

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

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

And Transitions for Youth hereinafter "Provider," whose address is:

Transitions for Youth
5801 State Route 141
Gallipolis, OH 45631

Collectively the "Parties".

Contract ID: 19422831

Originally Dated: 05/31/2024 to 05/31/2025

Ohio Department of Job and Family Services

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

Addenda Number 1:

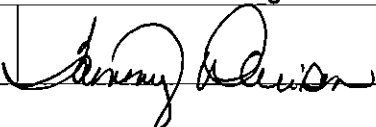
Addenda Reason:	Amount
Addenda Begin Date:	12/01/2024
Addenda End Date:	
Increased Amount:	\$100,000.00
Article Name:	

Addenda Reason Narrative:

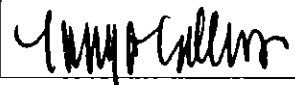
Need to increase the original contract amount due to increase of children placed.

SIGNATURE OF THE PARTIES

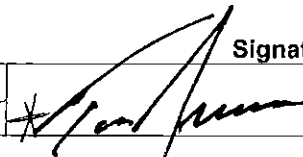
Provider: Transitions for Youth

Print Name & Title	Signature	Date
Tammy Davison, Director		1.14.25

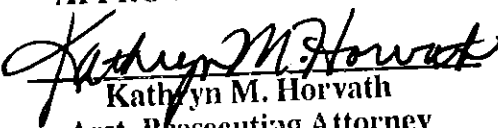
Agency: Warren County Children Services

Print Name & Title	Signature	Date
Tanya Sellers, Deputy Director		1/28/25

Additional Signatures

Print Name & Title	Signature	Date
Tom Grossmann, President		2/4/25

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 25-0143

Adopted Date February 04, 2025

APPROVING AGREEMENT AND ADDENDUM WITH UMCH FAMILY SERVICES
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve an agreement and addendum with UMCH Family Services
relative to home placement and related services for calendar year 2024-2025, on behalf of
Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – UMCH Family Services
Children Services (file)

Ohio Department of Children and Youth

**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

UMCH Family Services, hereinafter "Provider", whose address is:

UMCH Family Services
431 E Broad St
Columbus, OH 43215

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 **01/01/2025** through **05/31/2025**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

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

Emergency situations include but are not limited to the following:

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

- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:

1. When physical restraint is used/applied; and
2. Medication lapses or errors.

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

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

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

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

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may

agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

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

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), 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 Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

Provider shall comply with all of the following including but not limited to:

- 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 certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- 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 DCY. 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 DCY 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. DCY 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
 UMCH Family Services
 431 E Broad St
 Columbus, OH 43215

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

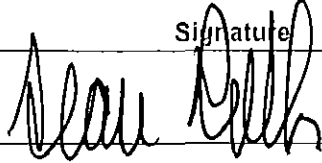
This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or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

Article XXXIII. APPLICABLE LAW AND VENUE


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

SIGNATURES OF PARTIES:

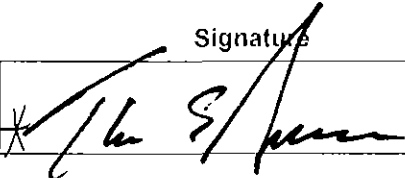
Provider: UMCH Family Services

Print Name & Title	Signature	Date
Sean Reilly, CEO		1/14/2025


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Tanya Sellers, Deputy Director		1/28/25

Additional Signatures

Print Name & Title	Signature	Date
Tom Grassmann, President		2/4/25

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: UMCH Family Services / 24310

Run Date: 01/09/2025
 Contract Period: 01/01/2025 - 05/31/2025

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Independent Living	42045		\$61.00	\$63.00							\$124.00	01/01/2025	05/31/2025
Standard Foster Care (30008)-FFH	7691217		\$33.00	\$44.00							\$77.00	01/01/2025	05/31/2025
Treatment Foster Care (30148)-Spec Need	7691218		\$47.00	\$52.00							\$99.00	01/01/2025	05/31/2025
Treatment Foster Care - Exceptional 1 (30293)-Excpt Need	107939		\$42.50	\$52.00							\$94.50	01/01/2025	05/31/2025

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMENDMENT #5:

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

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

AMENDMENT #6:

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

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

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

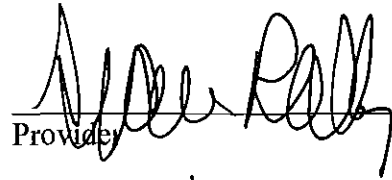
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 25-0143, dated 2/14/25, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners


Date 2/14/25



Provider


Date 1/14/2025

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Franklin

I, Sean Reilly, holding the title and position of CEO at the firm VMCH Family Services, 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]
AFFIRANT

Subscribed and sworn to before me this 14th day of January 20 20.

[Signature]
(Notary Public),

Franklin County.

My commission expires August 19 20 2029



Heather R Kaufman
Notary Public
State of Ohio
Certificate # 2019-RE-706938
My Commission Expires
August 19, 2029

Resolution

Number 25-0144

Adopted Date February 04, 2025

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN A LOCAL SUPPORT AGENCY MEMORANDUM OF UNDERSTANDING WITH LEBANON CORRECTIONAL INSTITUTION ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

BE IT RESOLVED, to authorize the President of the Board to sign the Local Support Agency Memorandum of Understanding with Lebanon Correctional Institution on behalf of Warren County Emergency Services; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Lebanon Correctional Institution
Emergency Services (file)



**Local Support Agency Memorandum of Understanding
With
Lebanon Correctional Institution (LECI)**

Date: February 4, 2025

The Ohio Department of Rehabilitation and Correction protects Ohio citizens by ensuring effective supervision of adult offenders in environments that are safe, humane, and appropriately secure. However, there may be a Critical Incident which disrupts the routine operations or services of a correctional facility creating a state of disorder, a threat to security or an inability to maintain orderly control of inmates. During our response and recovery from the Critical Incident, it may be necessary to utilize resources beyond what ODRC is able to directly provide.

I. Statement of Purpose

The purpose of this Memorandum of Understanding is to identify resources that can be made available by the Warren County Department of Emergency Services to the Lebanon Correctional Institution to assist in response and recovery of a Critical Incident occurring at the prison. This memorandum is developed to provide a planning guide for the prison to know the agency's capabilities to respond to a Critical Incident, However, this memorandum does not guarantee that any or all services, personnel, and/or equipment will be always available.

NOTE: The Department of Emergency Services is the Emergency Management Authority for Warren County, Ohio.

II. Request for Assistance

In the event of a Critical Incident in the prison, the agency will be contacted by a prison employee in the ICS Logistics Section. Requests for local Emergency Management resource assistance will be made by the following process.

- A. Call the Warren County Communication Center at 513-695-2525 and request the Supervisor or Operator in Charge.
- B. Provide:
 - a. The nature of the Critical Incident.
 - b. Assistance needed (type, kind, quantity, and time to report).
 - c. The location to which they are to respond.

Lebanon Correctional Institution
3791 State Route 63
PO Box 56
Lebanon, Ohio 45036 U.S.A.

Warden Douglas Luneke
513 | 932-1211
drc.LeCI@odrc.state.oh.us



- d. The person whom they are to report to upon arrival.
- e. A contact name and number.

C. Request the Communication Center to page the Emergency Management Staff.

In the event of a Critical Incident in Warren County, Lebanon Correctional Institution will be contacted by a county employee. Requests for local resource assistance will be made by the following process.

A. Call Lebanon Correctional Institution at 513-932-1211 and request for the Shift Commander in charge.

B. Provide:

- a. The nature of the Critical Incident.
- b. Assistance needed (type, kind, quantity, and time to report).
- c. The location to which they are to respond.
- d. The person whom they are to report to upon arrival.
- e. A contact name and number.

III. Scope of Assistance

The Local Support Agency resources are understood to be available to the prison on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

A. The Personnel Resource response by the agency to the prison is as follows:

- 1. Director of Emergency Services
- 2. Emergency Management Operations Manager
- 3. LEPC Coordinator
- 4. Communications and Telecommunications Personnel as deemed necessary by the Director and Incident Command

B. The Equipment Resource response by the agency to the prison is as follows:

- 1. 800 MHZ Radios which include the Marcs and Warren County Systems
- 2. Cellular Telephones

C. The Support Services capabilities of the agency to the prison is as follows:

Lebanon Correctional Institution
3791 State Route 63
PO Box 56
Lebanon, Ohio 45036 U.S.A.

Warden Douglas Luneke
513 | 932-1211
drc.LeCI@odrc.state.oh.us



1. Acquisition Resources
2. On Scene Resource Coordination
3. Communication Coordination with Responders
4. Search & Rescue Coordination
5. Activation of County Emergency Operation Center
6. Direct Avenue of Control with Ohio Emergency Management Agency's E.O.C. via Radio, Fax, and/or Telephone for State Coordination of Resources

D. The agency utilizes the following radio frequencies:

Warren County operates on the Ohio MARCS system.

The Lebanon Correctional Institution resources are understood to be available to Warren County on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

A. The Support Services capabilities of Lebanon Correctional to Warren County is as follows:

1. Lebanon Correctional Institution can provide additional manpower by providing level 1 security inmates to assist with debris cleanup as the result of a natural disaster.
2. In the need of an emergency evacuation of the Warren County Jail Lebanon Correctional Institution can provide up to seven (7) – twelve (12) passenger transportation vans.

IV. Prison/Agency Responsibilities

The Incident Commander will designate an individual to coordinate the agency assistance and needs in response to the Critical Incident. This individual will coordinate all security and any other needs of the agency, which may include, but not be limited to: Specific security issues, access to facilities, and protection of equipment and personnel. The prison will work with the agency to identify and arrange for the availability of utility connections at each prison site to facilitate the utilization of the agency resources. By ODRC policy, the prison Incident Commander has been delegated authority to manage a Critical Incident. However, where there is active involvement of Local Support

Agencies, a Unified Command structure may be established, and command authority would then be shared with assisting agencies. The Incident Commander and the prison Incident Command Organization will work closely with the agency to coordinate their response. To maintain effective information release, the prison's Public Information Officer shall coordinate the Public/Media Information Release. The Local Support Agency shall consult with the prison's Public Information Officer prior to the release of information.

V. Annual Review of the Memorandum of Understanding

Lebanon Correctional Institution
3791 State Route 63
PO Box 56
Lebanon, Ohio 45036 U.S.A.

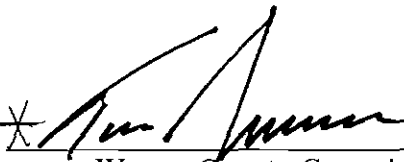
Warden Douglas Luneke
513 | 932-1211
drc.LeCI@odrc.state.oh.us



The Lebanon Correctional Institution and the Warren County Department of Emergency Services will conduct an annual review of the details of this Memorandum of Understanding. Once updated, the prison will re-issue this document.

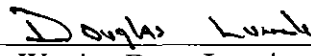
VI. Limitation of Liability

The Warren County Board of County Commissioners and its Department, Agencies and employees shall not be liable to ODRC, its' employees, agents, or officers, or to third parties for claims, damages, expenses, costs, fees, attorney fees, injurious actions, causes of actions or suits due to a refusal or failure to respond, in whole or in part, to a request for assistance.



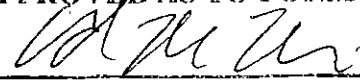
Warren County Commissioner

2/4/25
Date



Warden Doug Luneke

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Lebanon Correctional Institution
3791 State Route 63
PO Box 56
Lebanon, Ohio 45036 U.S.A.

Warden Douglas Luneke
513 | 932-1211
drc.LeCI@odrc.state.oh.us

Resolution

Number 25-0145

Adopted Date February 04, 2025

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN A CONFLICT OF INTEREST AND ETHICS DISCLOSURE FORM WITH ELIGIBLE CONSULTANT, FISHBECK INC., RELATIVE TO THE OHIO DEPARTMENT OF TRANSPORTATION REIMBURSABLE GRANT AWARD OF FUNDING FOR THE MASON MORROW MILLGROVE ROAD BRIDGE REPLACEMENT PROJECT

BE IT RESOLVED, to authorize the President of the Board to sign a Conflict of Interest and Ethics Disclosure Form with eligible consultant, Fishbeck, Inc., relative to the Ohio Department of Transportation reimbursable grant award of construction costs associated with the Mason Morrow Millgrove Road Bridge Replacement Project; copy of said waiver attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a –Fishbeck, Inc.
ODOT
Engineer (file)

Code of Ethics and Conflicts of Interest

To avoid a potential Ethics and Conflict of Interest, see Ohio Revised Code sections 102.03, 2921.42 and 2921.43.

All employees of ODOT and employees, elected officials, officers, or agents (including consultants) of sub-recipients of ODOT funds participating in the selection, award, or administration of a contract, if they are in a position to make a discretionary decision affecting the outcome of the selection or award, or the nature of the administration of the contract, shall be bound by this Code of Ethics. This Code of Ethics does not apply to campaign contributions or introduce limits to existing campaign finance rules.

No present or former public official or employee shall, during public employment or service or for twelve months thereafter, represent a client or act in a representative capacity for any person on any matter in which the public official or employee personally participated as a public official or employee through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or other substantial exercise of administrative discretion.

Financial Conflicts of Interest

No employee, officer, or agent of ODOT nor a funds sub-recipient of ODOT shall participate in selection, award or discretionary administration of a contract if a conflict of interest, real or apparent, is involved. Such a conflict arises when there is a financial or other interest in the consultant selected for award by:

(A) The employee, officer, or agent (including consultants);

(B) Any member of his or her immediate family;

(C) His or her partner; or

(D) An organization that employs or is about to employ any of the above. Consultant personnel for ODOT participating in selection, award or discretionary administration of a contract shall adhere to the Code of Ethics, except that they may continue to accept salary and other employment benefits from their consultant employer.

Example: A consulting engineering firm or individual under contract to serve as the city engineer to provide oversight of engineering functions and the work of engineering consultants procured by the city will not be allowed to perform engineering work for the city for which they are city engineer. A conflict of interest would arise if the consulting firm, the individual or the individual's company or firm were awarded the project-related design services.

To certify that no conflict of interest has taken place on any given project, the Governmental Entity and consultant must fill out the Conflict of Interest and Ethics Disclosure Form and submit it to ODOT along with the other required forms for each project.

**Conflict of Interest and Ethics Disclosure Form for
Eligible Grantees/Consultants**
Jobs and Commerce Projects

Firm Name (Consultant): Fishbeck, Inc.

Project Owner (Eligible Grantee): Warren County Board of County Commissioners

Project Name: WAR Mason Morrow Millgrove Brdg

PID: 122950

As the Eligible Grantee and/or consultant for the above Jobs and Commerce project, I have:

1. Reviewed the conflict of interest information found in ODOT's Jobs and Commerce guidance.
2. Reviewed the Ethics and Conflict of Interest laws, including Ohio Revised Code sections 102.03, 2921.42 and 2921.43.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest or ethics issues.

If no conflicts have been identified, complete and sign this form and submit to Eligible Grantee.

Real conflicts of interest or the potential for conflicts of interest or ethics issue.

If a real or potential conflict of interest or an ethics issue has been identified, describe on an attached sheet the nature of the conflict or issue, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to ODOT Jobs & Commerce, along with the executed engineering services contract.

Eligible Grantee

Consultant

Printed Name: Tom Grossmann

Printed Name: Jon Carroll

Signature: 

Signature: 

Date: 2/14/25

Date: 1-16-25

Resolution

Number 25-0146

Adopted Date February 04, 2025

APPROVING REPLACEMENT OF BRIDGE WA 36-1.65 ON NEW BURLINGTON ROAD UNDER FORCE ACCOUNT

WHEREAS, there is need to replace structure WA 36-1.65 carrying New Burlington Road over a Branch of Little Miami River in Wayne Township; and

WHEREAS, Kurt Weber, P.E., P.S., Warren County Engineer, proposes to replace the structure under force account; and

WHEREAS, the County Engineer's estimated cost of the portion of replacement, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is \$180,962.69 and under the cap of \$244,650 for a bridge; and

WHEREAS, the Engineer's estimate is submitted and to be kept on file with the Board of County Commissioners.

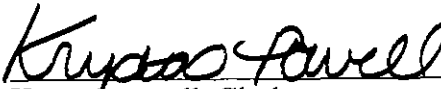
NOW THEREFORE BE IT RESOLVED, to approve the construction of the bridge under force account provisions of Section 5543.19 and 5575.01 of the Ohio Revised Code.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)

ESTIMATED EQUIPMENT

Each piece of equipment used in a project must be assigned an hourly rate. For equipment owned by the public entity, this rate must reflect the original purchase price of the equipment, maintenance costs, time in service, depreciation, freight, fuel, and hauling. The public office may use any generally accepted rate that reflects all of the aforementioned considerations, or it may use the statewide rates published by the Ohio Department of Transportation and updated on a quarterly basis; however, the office must use the same rate source for all equipment used in a project. Any equipment rented by the public entity must be listed in the form and reflect the rental rate.

Description	Rate per		Hours	=	Total
	Hour	X			
Compactor, Roller	\$27.50	X	4	=	\$110.00
Dump Truck	\$78.75	X	40	=	\$3,150.00
Dump Truck	\$78.75	X	40	=	\$3,150.00
Pickup Truck	\$15.00	X	40	=	\$600.00
Pickup Truck	\$15.00	X	40	=	\$600.00
Gradal	\$104.75	X	20	=	\$2,095.00
Skid Steer	\$37.00	X	50	=	\$1,850.00
Sweeper	\$25.00	X	4	=	\$100.00
Crew Truck	\$26.50	X	20	=	\$530.00
Track Hoe	\$37.00	X	40	=	\$1,480.00
		X		=	
Total Equipment Estimate					\$13,665.00

TOTAL ESTIMATED PROJECT COST \$180,962.69 (labor + materials + equipment)

Prepared by: Logan Smith

Title: Project Engineer

Date: 1/28/2025

Resolution

Number 25-0147

Adopted Date February 04, 2025

APPROVING THE REPLACEMENT OF BRIDGE WA 37-4.07 ON CLARKSVILLE ROAD UNDER FORCE ACCOUNT

WHEREAS, there is need to replace structure WA 37-4.07 carrying Clarksville Road over a Branch of Flat Fork Creek in Massie Township; and

WHEREAS, Kurt Weber, P.E., P.S., Warren County Engineer, proposes to replace the structure under force account; and

WHEREAS, the County Engineer's estimated cost of the portion of replacement, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is \$157,172.06 and under the cap of \$244,650 for a bridge; and

WHEREAS, the Engineer's estimate is submitted and to be kept on file with the Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED, to approve the construction of the bridge under force account provisions of Section 5543.19 and 5575.01 of the Ohio Revised Code.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)

Resolution

Number 25-0148

Adopted Date February 04, 2025

ENTERING INTO LEASE AGREEMENT WITH THE WARREN COUNTY SOIL AND WATER CONSERVATION DISTRICT

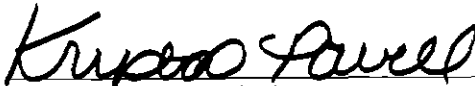
BE IT RESOLVED, to enter into a lease agreement with the Warren County Soil and Water Conservation District for adult education in the Old Courthouse as attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Soil and Water Conservation District
Commissioners' file
S. Spencer

OFFICE SPACE LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 4 day of February 2025, by and between the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 ("Lessor") and The Warren County Soil & Water Conservation District, whose mailing address is 320 East Silver Street, Lebanon, Ohio (Lessee), for the use of office space in the daily administration.

The terms and obligations of this agreement shall be as follows:

- 1) Pursuant to Ohio Revised Code § 307.09, Lessor hereby leases and rents to the Lessee a portion of the premises located as 320 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,100 square feet (previously occupied and identified as the Treasurer's Office Area), for the period of January 1, 2024, to December 31, 2043.
- 2) Pursuant to Ohio Revised Code § 1515.08 (H), Lessee hereby leases and rents from the Lessor a portion of the premises located as 320 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,100 square feet (previously occupied and identified as the Treasurer's Office Area), for the period of January 1, 2025, to December 31, 2025.
- 3) Lessee shall pay as rent for the premises located at 320 East Silver Street, Lebanon, Ohio, 45036 an annual rent of \$8,697.48, payable at \$724.79 monthly.
- 4) Lessee shall have exclusive use of the premises as described and for purposes stated above, in its present condition, reasonable wear and tear excepted. Lessee shall also be entitled to use the parking lot facility on a first come first serve basis, and in the event no parking spaces should be available which may occur from time to time, this occurrence or occurrences shall not be a breach of this agreement.
- 5) Lessor shall provide to the premises at no additional charge to the Lessee all property insurance, all utilities, except telephone, and maintenance and janitorial services as required.
- 6) Premises shall not be sublet or assigned to any other entity without prior written consent of either party.
- 7) No material or structural alterations of the premises shall be made without prior approval of either party, except those made at the direction of the Lessor for maintenance and/or safety purposes.
- 8) In the event of any breach of this agreement, either party hereto shall have right to terminate this lease in accordance with state law and the Lessor will have the right to re-enter and claim possession of the premises, in addition to such other remedies available to the Lessor, as the property owners, arising from said breach. Further,

each party shall have the right to terminate this agreement for convenience with 60 days advanced written notice.

9) This agreement shall be binding and inure to the benefit of the parties, their successors, assigns and personal representatives.

10) Lessor's Execution:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this agreement to be executed by its President, on the date stated below, pursuant to Resolution No. 25-0148 dated 2/4/25

LESSOR:

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: Tom Grassmann
TITLE: President
DATE: 2/4/25

11) Lessee's Execution:

IN EXECUTION WHEREOF, the Warren County Soil & Water Conservation District has caused this agreement to be executed by Molly Conley, whose title is Director, on the date stated below, pursuant to the authority granted by Board of Supervisors.

LESSEE:

WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT

SIGNATURE: [Signature]
PRINTED NAME: Molly M Conley
TITLE: Director
DATE: 1/27/25

APPROVED AS TO FORM:

[Signature]
By: Asst. Prosecutor
Adam M. Niece

Resolution

Number 25-0149

Adopted Date February 04, 2025

APPROVING THE ANNUAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION REPORT WITH THE US DEPARTMENT OF JUSTICE FOR THE WARREN COUNTY SHERIFF'S OFFICE

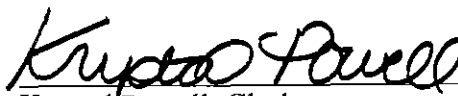
BE IT RESOLVED, to approve and authorize the Board of Commissioners to execute the Equitable Sharing Agreement and Certification Report with the US Department of Justice for participation in the Federal Equitable Sharing Program for the Warren County Sheriff's Office; said Equitable Sharing Agreement and Certification Report attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – US Department of Justice
Auditor
Sheriff (file)



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: OH0830000
Agency Name: Warren County Sheriff's Office
Mailing Address: 822 Memorial Drive
 Lebanon, OH 45036

Type: Sheriff's Office

Agency Finance Contact

Name: Dickerson, Lisa
Phone: 5136952327
Email: lisa.dickerson@wcsooh.org

Jurisdiction Finance Contact

Name: Nolan, Matt
Phone: 5136951101
Email: Matthew.Nolan@co.warren.oh.us

ESAC Preparer

Name: Dickerson, Lisa
Phone: 5136952327
Email: lisa.dickerson@wcsooh.org

FY End Date: 12/31/2024

Agency FY 2025 Budget: \$25,114,163.00

Annual Certification Report

Summary of Equitable Sharing Activity

Justice Funds¹

Treasury Funds²

	Justice Funds ¹	Treasury Funds ²
1 Beginning Equitable Sharing Fund Balance	\$303,598.74	\$0.00
2 Equitable Sharing Funds Received	\$139,834.15	\$13,813.87
3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4 Other Income	\$0.00	\$0.00
5 Interest Income	\$0.00	\$0.00
6 Total Equitable Sharing Funds Received (total of lines 2-5)	\$139,834.15	\$13,813.87
7 Equitable Sharing Funds Spent (total of lines a - n)	\$63,091.38	\$0.00
8 Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small>	\$380,341.51	\$13,813.87

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent

Justice Funds

Treasury Funds

	Justice Funds	Treasury Funds
a Law Enforcement Operations and Investigations	\$550.00	\$0.00
b Training and Education	\$0.00	\$0.00
c Law Enforcement, Public Safety, and Detention Facilities	\$33,917.78	\$0.00
d Law Enforcement Equipment	\$129.60	\$0.00
e Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f Contracts for Services	\$28,494.00	\$0.00
g Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h Law Enforcement Awards and Memorials	\$0.00	\$0.00
i Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j Matching Grants	\$0.00	\$0.00
k Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l Support of Community-Based Programs	\$0.00	\$0.00
m Non-Categorized Expenditures	\$0.00	\$0.00
n Salaries	\$0.00	\$0.00
Total	\$63,091.38	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Jones, Cristal**Company:** Auditor of State of Ohio**Phone:** 800-368-7419**Email:** CRJones@ohioauditor.gov

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2023-12-GSAFAC-0000055697

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

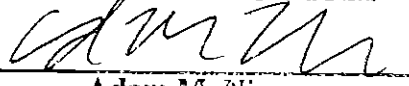
During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

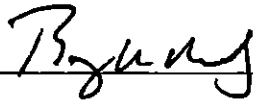
Yes No

Agency Head

Name: Riley, Barry K.
Title: Sheriff
Email: barry.riley@wcsooh.org

APPROVED AS TO FOEM

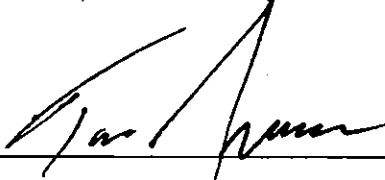

Adam M. Nice
Asst. Prosecuting Attorney

Signature:  Date: 01/28/25

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Tom Grossmann
Title: President, Warren Co. Commissioners
Email:

Signature:  Date: 2/4/25

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Resolution

Number 25-0150

Adopted Date February 04, 2025

AUTHORIZING MARTIN RUSSELL, COUNTY ADMINISTRATOR, TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY SHERIFF AND THE WARREN COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION

BE IT RESOLVED, to authorize Martin Russell, County Administrator to sign a Memorandum of Understanding between the Warren County Sheriff and the Warren County Deputy Sheriff's Benevolent Association, regarding the acknowledgement of modification, enhancement and clarification of certain sections in Article 22 current Sworn Deputies SERB Case Number 2022-MED-07-0696, as they apply to working overtime outside of their assigned work unit, said Memorandum of Understanding is attached to and made a part hereof.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Deputy Sheriff's Benevolent Association
Sheriff (file)

MEMORANDUM OF UNDERSTANDING

In support of deputy sheriffs, as directly caused by the current labor market and staffing shortages, the Warren County Sheriff's Office and the Warren County Deputy Sheriff's Benevolent Association collectively referred to as "the Parties" hereby agree to amend the following Collective Bargaining Agreements: Sworn Deputies, SERB Case Number 2022-MED-07-0696, to allow deputy sheriffs to work overtime outside of their assigned work unit. The Parties agree to the following:

- Work units are defined as: Road, Detective, Drug Task Force, South Lebanon, Court Services, Deerfield Township, and DARE/SRO's.
- Section 22.9 Scheduled Overtime: Overtime which has been properly posted in a work unit and declined by eligible deputy sheriffs may be awarded, but not forced, to any eligible deputy sheriff by using the process outlined in this section. At no time can a deputy sheriff be awarded posted overtime if an eligible work unit member properly signs up for the overtime. Nothing requires a deputy sheriff to wait until the overtime is declined to sign up for the posted overtime.
- Section 22.10 Unscheduled Overtime: In the event an employee is assigned to work unscheduled overtime, the employee assigned may secure a replacement from any eligible deputy sheriff regardless of work unit.
- In the event of scheduled or unscheduled overtime, and there is no deputy eligible within the work unit to be forced, from the shift preceding and following the need, the supervisor may send out an alert to any eligible deputy sheriff notifying them of the open hours of work. The supervisor(s) will award the overtime offering within a reasonable amount of time (1 hour if possible) to allow those receiving the offering sufficient opportunity to sign up. In the event multiple deputies sign up for the overtime offering, no matter which work unit they are assigned to, the overtime will be awarded utilizing the current overtime accumulation sheet.
- In the event of scheduled or unscheduled overtime within the deputy sheriffs' work unit, in all cases, this will take priority over overtime outside of their work unit.
- For a period of six (6) months from the date of acceptance, there will be no corrective action or compensation for lost wages due to an assignment error as it pertains to this MOU.

For the Warren County Sheriff's Office:



Barry K. Riley, Sheriff

For the Warren County Deputy Sheriff's
Benevolent Association:



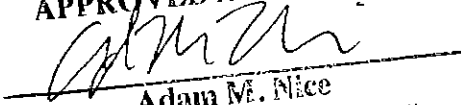
Deputy Scott Williams, President

For the Warren County Commissioners:



Martin Russell, County Administrator

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 25-0151

Adopted Date February 04, 2025

DECLARING VARIOUS ITEMS FROM COUNTY COURT, COMMON PLEAS COURT, CHILD SUPPORT ENFORCEMENT AGENCY, DOG & KENNEL, DOMESTIC RELATIONS COURT, FACILITIES MANAGEMENT, HEALTH DEPARTMENT, INFORMATION TECHNOLOGY, JUVENILE DETENTION, JUVENILE COURT, PARK DISTRICT, , TELECOMMUNICATIONS, AND WATER/SEWER DEPARTMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from County Court, Common Pleas Court, Child Support Enforcement Agency, Dog & Kennel, Domestic Relations Court, Facilities Management, Health Department, Information Technology, Juvenile Detention, Juvenile Court, Park District, Telecommunications, and Water/Sewer Department in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of February 2025.













BOARD OF COUNTY COMMISSIONERS





























Krystal Powell, Clerk








/jm













cc: 2024 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office






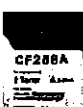






ID ↓	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5657	FAC25005		Lot of 3 overhead cabinets	Ready for Review			<input type="text"/>
5656	FAC25004		Lot of 5 matching chairs	Ready for Review			<input type="text"/>
5655	FAC25003		Conference table with glass top and 15 chairs and Credenza	Ready for Review			<input type="text"/>
5654	FAC25002		Lot of two dry erase boards	Ready for Review			<input type="text"/>
5653	FAC25001		Lot of 17 office chairs	Ready for Review			<input type="text"/>
5652	CCT25012		Desktop Phone	Ready for Review			<input type="text"/>
5651	CCT25011		PRINTER STAND/RISER	Ready for Review			<input type="text"/>
5650	CCT25010		KEYBOARD DRAWER	Ready for Review			<input type="text"/>
5649	CCT25009		CALCULATORS	Ready for Review			<input type="text"/>
5648	CCT25008		ELECTRIC PENCIL SHARPENER	Ready for Review			<input type="text"/>
5647	CCT25007		MAGTEK CHECK READER	Ready for Review			<input type="text"/>
5646	CCT25006		MISC CORDED AND CORDLESS MOUSE	Ready for Review			<input type="text"/>







ID ↓	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5645	CCT25005		CREDIT CARD RECEIPT ROLLS	Ready for Review			
5644	CCT25004		VERIFONE CREDIT CARD MACHINE	Ready for Review			
5643	CCT25003		VTECH CORDLESS PHONE	Ready for Review			
5642	CCT25002		SWINGLINE ELECTRIC STAPLERS	Ready for Review			
5641	CCT25001		ZipNotes Dispensers	Ready for Review			
5640	CSE2564		Dell Latitude E 5500	Ready for Review			
5639	IT25006		Tape Library	Ready for Review			
5638	IT25020		Various desktop PC's and monitors	Ready for Review			
5637	IT25019		7 desktop PC's	Ready for Review			
5636	IT25018		APC Battery backup	Ready for Review			
5635	IT25017		Smart board	Ready for Review			
5634	IT25016		Cisco Wireless Controllers	Ready for Review			
5633	IT25015		Cisco ASA 5515-x	Ready for Review			

ID ↓	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5632	IT25014		Laptops	Ready for Review			<input type="text"/>
5631	IT25013		Large TV	Ready for Review			<input type="text"/>
5630	IT25012		KVM System	Ready for Review			<input type="text"/>
5629	IT25011		HP Diagnostic Station	Ready for Review			<input type="text"/>
5628	IT25010		Cisco Switches	Ready for Review			<input type="text"/>
5627	IT25009		Cisco 1700 Series Routers	Ready for Review			<input type="text"/>
5626	IT25008		Assorted cables and receipt paper	Ready for Review			<input type="text"/>
5625	IT25007		Cisco Wireless Access Points	Ready for Review			<input type="text"/>
5624	IT25005		Printers	Ready for Review			<input type="text"/>
5623	IT25004		Servers	Ready for Review			<input type="text"/>
5622	IT25003		Cisco Wireless Access Points	Ready for Review			<input type="text"/>
5621	IT25002		2 Small TV's	Ready for Review			<input type="text"/>
5620	IT25001		Twinax Devices	Ready for Review			<input type="text"/>

ID ↓	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5619	PRK25003		Perlick Draft Beer Dispenser 4 Tap	Ready for Review	16 Jan 2025 11:08 AM ET	31 Jan 2025 11:08 AM ET	<input type="text"/>
5618	PRK25002		Radiance 36" Wide Heavy Duty Restuarant Range	Ready for Review	16 Jan 2025 10:55 AM ET	31 Jan 2025 10:55 AM ET	<input type="text"/>
5617	PRK25001		Jox Box for Batters Boxes	Ready for Review	16 Jan 2025 10:26 AM ET	31 Jan 2025 10:26 AM ET	<input type="text"/>
5616	PRK9944		2001 Ford F-150 XL Long Bed 4WD	Ready for Review	13 Jan 2025 02:16 PM ET	31 Jan 2025 02:16 PM ET	<input type="text"/>
5615	FAC24801		2008 Ford F-250 SD XL SuperCab Long Bed 4WD	Ready for Review	13 Jan 2025 02:10 PM ET	31 Jan 2025 02:10 PM ET	<input type="text"/>
5614	DOG24801		2011 Ford F-150 XL SuperCab 6.5-ft. Bed 4WD	Ready for Review	13 Jan 2025 01:36 PM ET	31 Jan 2025 01:36 PM ET	<input type="text"/>
5613	Hth-25-002		Lot of 42 Miscellaneous computer/office electronics	Ready for Review	09 Jan 2025 03:25 PM ET	19 Jan 2025 03:25 PM ET	<input type="text"/>
5612	Hth-25-001		Lot of 16 Computers, 3 Laptops, 10 used keyboards and 26 new in box keyboards	Ready for Review	09 Jan 2025 01:11 PM ET	19 Jan 2025 01:11 PM ET	<input type="text"/>

ID ↓	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5611	CPC 2501		LARGE LOT OF CHAIRS	Ready for Review			<input type="text"/>
5610	DOM24003		EXEC, HB, PNEU, WING BK	Ready for Review			<input type="text"/>
5609	TEL24046		PELCO CRT CCTV MONITOR	Ready for Review			<input type="text"/>
5608	JDC24005		4 Computers	Ready for Review			<input type="text"/>
5607	DOM24002		Keyboard, Computer Processors x 2	Ready for Review			<input type="text"/>
5606	DOM24001		Printer	Ready for Review			<input type="text"/>
5605	TEL24045		PANASONIC 4GB RAM MEMORY STICK	Ready for Review			<input type="text"/>
5604	TEL24044		LOT OF COMPUTER MONITORS (3 TOTAL)	Ready for Review			<input type="text"/>
5603	TEL24043		LOT OF ANTENNA ADAPTERS AND CONNECTORS	Ready for Review			<input type="text"/>
5602	TEL24042		(2) APPLE MACBOOK PROS	Ready for Review			<input type="text"/>
5601	TEL24041		LOT OF UPSs (COUNT OF 3)	Ready for Review			<input type="text"/>
5600	JUV24017		5 Computers	Ready for Review			<input type="text"/>

ID ↓	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5599	JUV24016		14 Scanners	Ready for Review			
5598	SEW2400022		MAP RACKS	Ready for Review			
5597	SEW2400021		HP LASER JET 1160 PRINTER	Ready for Review			
5596	SEW2400020		LOT OF COMPUTER TOWERS, KEYBOARDS, MONITORS AND ARM HOLDERS	Ready for Review			
5595	SEW2400019		TONER HP LASERJET	Ready for Review			
5594	SEW2400018		TONER CARTRIDGE - PREMIUM	Ready for Review			
5593	SEW2400017		DESK ORGANIZERS	Ready for Review			
5592	WAT240015		ORION METER	Ready for Review			
5591	WAT240019		NALGENE CYLINDER	Ready for Review			
5590	WAT240018		HACH METER	Ready for Review			
5589	WAT240017		FAX MACHINE	Ready for Review			
5588	WAT240016		ORION PH METER	Ready for Review			

ID ↓	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5587	WAT240014		HOT PLATE - CORNING HOT PLATE	Ready for Review			<input type="text"/>
5586	WAT240013		STIR PLATE	Ready for Review			<input type="text"/>
5585	WAT240012		CORNING HOT/STIR PLATE	Ready for Review			<input type="text"/>
5584	WAT240011		CORNING STIR PLATE	Ready for Review			<input type="text"/>
5583	WAT240010		TRIMBLE 6GB NOMAD HANDHELD COMPUTER	Ready for Review			<input type="text"/>
5582	JDC24036		2007 Ford Crown Victoria	Ready for Review			<input type="text"/>

Resolution

Number 25-0152

Adopted Date February 04, 2025

ACKNOWLEDGING APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

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

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

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/lkl

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

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO BUILDING AND ZONING FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Building and Zoning fund #11012300 in order to process a vacation payout for Ronald Sempsrott, former employee of the Building and Zoning:

\$17,153.00	from	#11011110-5882	(Genl BOCC – Vacation Leave Payout)
	into	#11012300-5882	(Building/Zoning –Vacation Leave Payout)
\$ 1,296.00	from	#11011110-5881	(Genl BOCC – Sick Leave Payout)
	into	#11012300-5881	(Building/Zoning –Sick Leave Payout)

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

Mr.
Mr.
Mr.

Journal
1653

Resolution adopted this day of January 2025.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adjustment file
Building and Zoning (file)
OMB

Approved By
[Signature]
To be Ratified
Date: *2/19/25*

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS
FUND #11011300

BE IT RESOLVED, to approve the following appropriation adjustment to process vacation leave payout for former employee of Board of Elections Rose Mariano.

\$1,732.79 from #11011300-5102 (Salary)
 into #11011300-5882 (Vacation Leave Payout)

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

M
M
M

Journal 1655

Resolution adopted this day of 2025.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

bs/

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

Approved By
[Signature]
To be Ratified
Date: *2/4/25*

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

Resolution

Number 25-0153

Adopted Date February 04, 2025

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/28/25 and 1/30/25 as attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor ✓

Resolution

Number 25-0154

Adopted Date February 04, 2025

ACCEPTING AN AMENDED CERTIFICATE FOR SHERIFF'S OFFICE FUNDS #2267 AND #2293 AND APPROVING SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUNDS #2267 AND #2293

WHEREAS, the Warren County Sheriff's Office has indicated they received additional revenue to the amount of \$10,000.00 in Sheriff's Office Fund #2267 and \$20,000.00 in Sheriff's Office Fund 2293; and

WHEREAS, in order to expend said funds supplemental appropriations are necessary.

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate in the amount of \$10,000.00 for fund #2267 and \$20,000.00 for fund #2293; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriations:

\$10,024.73 into #22672200-5320 (Capital Purchases)

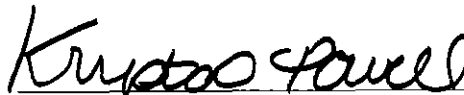
\$21,385.29 into #22932200-5320 (Capital Purchases)

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Amended Certificate file
Sheriff (file)
OMB

Resolution

Number 25-0155

Adopted Date February 04, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
CAPITAL CASE FUND #11011221

BE IT RESOLVED, to approve the following supplemental appropriation:

\$100,000.00 into #11011221-5415 (CP Capital Attorney-Indigent)

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0156

Adopted Date February 04, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO BOARD OF ELECTIONS
FUND #2217

BE IT RESOLVED, to approve the following supplemental appropriation:

\$80,000.00 into #22171300-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0157

Adopted Date February 04, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS
COMMUNITY CORRECTIONS FUND #2227

BE IT RESOLVED, to approve the following supplemental appropriation:


\$15,000.00 into BUDGET-BUDGET #22271220-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor ✓
Supplemental Appropriation file
Common Pleas Court (file)

Resolution

Number 25-0158

Adopted Date February 04, 2025

APPROVING AN APPROPRIATION DECREASE FROM FACILITIES MANAGEMENT
GASOLINE ROTARY FUND #6650

WHEREAS, Facilities Management has been approved for appropriations in various funds in the 2025 budget process; and

WHEREAS, due to lack of available budget, some appropriations need to be lowered for 2025 calendar year.

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decrease:

\$ 35,508.71 from #66501600-5210 (Materials and Supplies)

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

js/

cc: Auditor ✓
Appropriation Decrease file
Facilities Management (file)
OMB

Resolution

Number 25-0159

Adopted Date February 04, 2025

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office fund #11012210 in order to process a vacation payout for Tonya Bernard, former employee of the Sheriff's Office:

\$4,585.00	from	#11011110-5882	(Genl BOCC – Vacation Leave Payout)
	into	#11012210-5882	(Sheriff's Office –Vacation Leave Payout)
\$5,197.00	from	#11011110-5881	(Genl BOCC – Sick Leave Payout)
	into	#11012210-5881	(Sheriff's Office –Sick Leave Payout)

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0160

Adopted Date February 04, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES
FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustment to process vacation leave payout for former employee of Children Services, Lisa Benton:

\$31.00	from	#22735100-5881	(Sick Leave Payout)
	into	#22735100-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jc/

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

Resolution

Number 25-0161

Adopted Date February 04, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR'S OFFICE
FUND #11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6,000.00 from #11011150-5321 (Dt Bd Apr Cap BOCC)
 into #11011150-5830 (Genl Pros Workers Comp)

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

Resolution

Number 25-0162

Adopted Date February 04, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
#2267

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County
Sheriff's Office Fund #2267:

\$10,000.00 from #22672200-5317 (Non Capital Purchases)
into #22672200-5320 (Capital Purchases)

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0163

Adopted Date February 04, 2025

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR
TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	CUMMINS INC	SEW DIESEL GENSET CUMMINS GENE	\$ 168,006.41 *capital purchase/ state contract

Approved 2/4/25 by:



Martin Russell, County Administrator