

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1274

Adopted Date September 21, 2021

APPROVE LEAVE DONATION FOR DAVID SAUER, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN WARREN COUNTY EMERGENCY SERVICES

WHEREAS, the director of Emergency Services has indicated that Mr. Sauer has requested leave donation due to a serious health condition, and the director is requesting leave donation be approved for Mr. Sauer; and

NOW THEREFORE BE IT RESOLVED, to approve leave donation for David Sauer, Emergency Communications Operator, within Warren County Emergency Services, effective when all of Mr. Sauer's paid leave is exhausted.

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1275

Adopted Date September 21, 2021

ACCEPT RESIGNATION OF CODY KELLER, WATER TREATMENT TECHNICIAN,  
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE  
SEPTEMBER 30, 2021

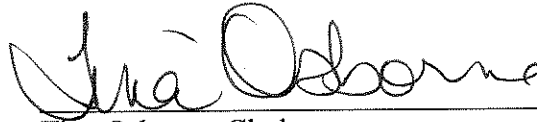
BE IT RESOLVED, to accept the resignation of Cody Keller, Water Treatment Technician, within  
the Warren County Water and Sewer Department, effective September 30, 2021.

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 21-1276

Adopted Date September 21, 2021

## HIRE ELIZABETH SAMMONS AS DEPUTY DIRECTOR WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

BE IT RESOLVED, to hire Elizabeth Sammons as Deputy Director, within the Facilities Management Department, unclassified, full-time permanent status, Pay Range B, \$2,884.62 per pay period, effective October 18, 2021, subject to a background check, negative drug screen and a 365-day probationary period, and


BE IT FURTHER RESOLVED, Ms. Sammons will not receive the typical three (3) percent increase upon completion of probation as her wage reflects her experience.

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Facilities Management (file)  
E. Sammons' Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1277

Adopted Date September 21, 2021

HIRE BART SALTSGAVER AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY  
DEPARTMENT OF FACILITIES MANAGEMENT


BE IT RESOLVED, to hire Bart Saltsgaver as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$11.78 per hour, effective September 27, 2021 subject to a negative drug screen, background check 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 – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Facilities Management (file)  
B. Saltsgaver's Personnel file  
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1278

Adopted Date September 21, 2021

AUTHORIZE THE POSTING OF A "CASE AIDE" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Case Aide" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Case Aide" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning September 17, 2021.

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Children Services (file)  
S. Spencer - OMB

# Resolution

Number 21-1279

Adopted Date September 21, 2021

## APPROVE AND AUTHORIZE THE BOARD TO SIGN THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES LOCAL WORKFORCE DEVELOPMENT SYSTEM SUBGRANT AGREEMENT

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners enter into a Subgrant agreement with the of the Ohio Department of Job and Family Services (ODJFS), beginning on July 1, 2021 and ending on June 30, 2023 in order to define the roles and responsibilities of the parties and to identify the term, conditions and requirements for the administration and use of the Subgrant funds that will be provided under the Agreement for workforce development activities in the Local Area; and

WHEREAS, it is anticipated that making services available through this grant will provide residents of the Local Area access to skills training and help in overcoming employment barriers, improving the quality of the State and Local Area's workforce and enhancing the productivity and competitiveness of the State and Local economy; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and shall execute an agreement with the Ohio Department of Job and Family Services in order to acknowledge the requirements of this Agreement and in furtherance of this Agreement the Area 12 Workforce Development Board shall receive grant funds from the State in an amount that shall be determined in accordance with the methods developed by the Ohio Department of Job and Family Services. Copy of agreement 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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Job & Family Services  
Area 12 WDB (WIBBCW)  
Workforce Development Board (file)

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
LOCAL WORKFORCE DEVELOPMENT SYSTEM  
SUBGRANT AGREEMENT**

**G-2223-15-0048**

**RECITALS:**

This Subgrant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS) and representatives of Local Workforce Area 12 is hereby created pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), codified in Title 29, Chapter 32 of the United States Code (USC) and Section 5101.20 of the Ohio Revised Code (CRC), to define the roles and responsibilities of the parties with respect to the funds allocated to the Local Workforce Area by ODJFS for the administration of workforce development activities.

Local Workforce Area 12 representatives include Butler, Clermont, and Warren County Board of Commissioners (SUBGRANTEE), who are the Chief Elected Officials of Local Workforce Area 12, the Local Workforce Development Board (LWDB) for Local Workforce Area 12, and Warren County Board of Commissioners (AGENT), designated by the Chief Elected Officials to serve as the Fiscal Agent for purposes of this Agreement. The AGENT's DUNS number is 083375402.

For purposes of this Agreement, ODJFS is the "pass-through entity," funds provided hereunder are "Subgrant" funds, and SUBGRANTEE is the "subrecipient" as those terms are defined in the United States Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular," Title 2, Part 200 of the Code of Federal Regulations (CFR), and the corresponding United States Department of Labor (DOL) regulations in 2 CFR 2900.

SUBGRANTEE is the party identified in Section 107(d)(12)(B)(i)(II) of WIOA as the entity accountable for the funds allocated under WIOA Sections 128 and 133 and this Agreement. In addition to other responsibilities specified herein, SUBGRANTEE, LWDB, and AGENT must ensure that expenditures of Subgrant funds are for allowable, reasonable, and necessary costs associated with delivery of workforce development programs, services, and activities in the Local Workforce Area.

This Subgrant Agreement is applicable to all funds allocated to the Local Workforce Area for the operation of the local workforce development system and to carry out workforce development employment and training programs, funded by DOL under WIOA, the Wagner-Peyser Act, and other federal authorizing legislation. Temporary Assistance for Needy Families (TANF) funds authorized by the Department of Health and Human Services that are allocated to the Local Workforce Area are also authorized under this Agreement.

Funds authorized under this Agreement include those identified in the table below. However, the list is not all-inclusive as DOL may award discretionary grants. Any subawards of discretionary DOL funds passed through to the Local Workforce Area will be subject to the terms and conditions of this Agreement. ODJFS reserves the right to require a separate subgrant agreement for any DOL discretionary subgrant award.

The grant award numbers, federal fiscal years, and program years for each award will be included in Budget Notices issued by the ODJFS Office of Fiscal and Monitoring Services, Bureau of County Finance and Technical Assistance. Terms, conditions, and programmatic requirements specific to a particular grant authorized hereunder are included in policies and guidances, and may also be included in Allocation Memoranda that will be issued to SUBGRANTEE per ARTICLE VII, Section A of this Agreement. The Subgrant funds awarded hereunder are not for research and development purposes.

CFDA Number (Catalog of Federal Domestic Assistance)	Award Title	Authority
17.207	Employment Service/Wagner-Peyser	Wagner-Peyser Act of 1933
17.245	Trade Adjustment Assistance	Trade Act of 1974, as amended, (19 USC 2271-2322)
17.258	WIOA Adult Program	WIOA Section 136(b)
17.259	WIOA Youth Activities	WIOA Section 136(a)
17.277	WIOA National Dislocated Worker Grants	WIOA Section 170(b)(1)
17.278	WIOA Dislocated Workers	WIOA Section 136(c)
17.225	Reemployment Services and Eligibility Assessments (RESEA)	Section 306 of the Social Security Act (42 USC 506)
17.285	Apprenticeship USA Grants	National Apprenticeship Act of 1937 (Fitzgerald Act), Title 29, Part 29, Section 1-14, Public Law 75-308, 29 US Code 50 - 50c;
17.804	Local Veterans' Employment Representative Program	Jobs for Veterans Act; 38 USC 4104
93.558, 93.475	TANF	Title IV-A of the Social Security Act (42 USC 602)

#### DEFINITIONS:

All definitions will be consistent with applicable federal and state laws and rules, which include, but are not limited to, those cited within the definitions and in Article I, Section B of this Agreement.

- A. **Chief Elected Officials:** When used in reference to a Local Workforce Area, is the chief elected executive officers of the units of general local government in a Local Workforce Area.
- B. **Comprehensive Case Management and Employment Program (CCMEP)** – Statewide initiative to improve employment and educational outcomes for low-income youth and young adults through the aligned delivery of WIOA Youth and TANF programs. Participating local workforce development boards, WIOA Youth providers, and county departments of job and family services (CDJFSs) collaborate to implement CCMEP strategies.
- C. **Fiscal Agent (AGENT):** An entity appointed by a Local Workforce Area's chief elected officials to be responsible for the administration and disbursement of funds allocated under WIOA for workforce development activities in the Local Workforce Area. WIOA Section 107(d)(12)(B)(i)(II) maintains that designation of a fiscal agent does not relieve the chief elected officials from liability for misuse of funds.
- D. **Infrastructure Costs:** Per WIOA Section 121(h)(4), are the nonpersonnel costs necessary for the general operation of an OhioMeansJobs (aka "One-Stop") center to be shared by the LWDB and local partners per the Local Workforce Area Memorandum of Understanding. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.
- E. **Local Workforce Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- F. **Local Workforce Area Memorandum of Understanding (MOU):** Required under section 121(c) of WIOA, it is an agreement negotiated and entered into by the local WDB and local partners in agreement with the Chief Elected Officials in a local area. The MOU describes how the parties will provide services and share costs related to the operation of the local workforce development system.



- G. **Local Partners:** The entities referred to in WIOA Section 121(b) as "Required" and "Additional" partners that carry out workforce programs and activities through a local workforce development system.
- H. **Local WIOA Plan:** The local workforce development plan created by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes: the local workforce development system and the programs and services delivered through it; an analysis of the workforce in the Local Workforce Area and the workforce needs; and the strategies to align service delivery among core programs in a manner consistent with the State Combined WIOA Plan that will achieve performance goals.
- I. **Local Workforce Development Board (LWDB):** The board established by chief elected officials per WIOA Section 107 to set policy and to be responsible for administration and oversight of the local workforce development system in collaboration with the required and additional partners and local workforce stakeholders.
- J. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which WIOA and other employment and training program services are made available to job seekers and employers in a Local Workforce Area.
- K. **OhioMeansJobs Center:** The physical site in which the programs, services, and activities of the local workforce development system are made available to individuals and to employers in accordance with WIOA Section 121(e). The OhioMeansJobs centers are referred to as "One-Stops" in WIOA and are co-branded as "American Job Centers (AJCs)".
- L. **Planning Region:** Geographic region of the state that may include one or more Local Workforce Areas and in which workforce development activities and resources will be coordinated to more effectively serve individuals and employers and promote economic growth.
- M. **Reemployment Services and Eligibility Assessment (RESEA):** A federal grant program designed to allow states to provide intensive reemployment assistance to individuals who are receiving unemployment benefits and are determined likely to exhaust their benefits before becoming reemployed. Program authorized under Section 306 of the Social Security Act (42 USC 506) to serve Unemployment Insurance Claimants deemed unlikely to return to work.
- N. **Regional Plan:** A four-year action plan, developed by the LWDBs and chief elected officials in a planning region, that will serve to develop, align, and integrate the region and local area's job driven workforce development systems, and provides the platform to achieve the local area's visions and strategic and operational goals.
- O. **Registered Apprenticeship Program** – Authorized under the National Apprenticeship Act, it is an apprenticeship program established by a private employer or group that meets the criteria listed in 29 CFR Part 29 for a proven apprenticeship model as verified by DOL or ODJFS in its role as a State Apprenticeship Agency.
- P. **State Infrastructure Funding Mechanism** – Per WIOA Section 121(h), if the LWDB and chief elected officials fail to reach a consensus with local required partners on how infrastructure costs will be shared, the State must determine each partner's proportionate share of infrastructure costs.
- Q. **State WIOA Plan:** The combined state workforce plan developed in accordance with WIOA Section 103, and approved by DOL that outlines the programs, services, strategies, and performance goals for the statewide workforce development system.
- R. **State TANF Plan:** The current *Temporary Assistance for Needy Families (TANF) Program State Title IV-A Plan* developed pursuant to 42 USC 602, and approved by HHS that describes Ohio's

- TANF programs and services and outlines service delivery for those programs and services in accordance with TANF requirements.
- S. **State Workforce Development Board:** The Ohio Governor's Executive Workforce Board, established by the Ohio Governor pursuant to ORC 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio's workforce system.
- T. **Subgrantee:** Local Workforce Area chief elected officials. For purposes of this Agreement, "subgrantee" has the same meaning as "grantee" as defined in ORC Section 5101.20(A)(3) and "grant recipient" as defined in WIOA Section 107(d)(12)(B).
- U. **Temporary Assistance for Needy Families (TANF):** Programs authorized under Title IV-A of the Social Security Act, and regulated under 45 CFR Part 260 that provide benefits and services designed to meet 1 of the 4 TANF purposes identified in 45 CFR 260.20 to eligible individuals.
- V. **Workforce Development Activity:** As defined in WIOA Section 3 and ORC 6301.01, a program, grant, or other function with the primary goal to achieve 1 or more of the following:
1. Help individuals maximize employment opportunities;
  2. Help employers gain access to skilled workers;
  3. Help employers retain skilled workers;
  4. Help develop or enhance the skills of incumbent workers;
  5. Improve the quality of the state's workforce;
  6. Enhance the productivity and competitiveness of the state's economy.
- W. **Workforce Innovation and Opportunity Act (WIOA):** Enacted in July, 2014 to supersede the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers. 29 USC Chapter 32.
- X. **Workforce Innovation and Opportunity Act Policy Letters (WIOAPLs):** ODJFS' interpretation of WIOA rules and regulations as they pertain to Local Workforce Areas and ODJFS policies applicable to all employment and training programs funded under this Agreement.
- Y. **Terms Relevant to Federal Audits and Cost Principles:** For purposes of this Agreement, the terms "awarding agency," "equipment," "real property," "subgrant," "supplies," "suspension," "termination," "auditee," "auditor," "audit finding," "CFDA number," "federal award," "federal program," "internal control," "management decision," "non-profit organization," "pass-through entity," and "single audit," have the same meanings as 2 CFR Part 200, Subpart A.

#### ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of this Agreement is to define the roles and responsibilities of the parties and to identify the terms, conditions, and requirements for the administration and use of the Subgrant funds authorized under this Agreement.
- B. SUBGRANTEE, LWDB, and AGENT will ensure that funds provided under this Agreement are expended for employment and training programs and related workforce development activities in accordance with terms of this Agreement and with all applicable federal, state, and ODJFS requirements and restrictions—including, but not limited to:

1. The federal laws listed in the RECITALS that authorize the expenditure of funds for each program administered by the Local Workforce Area under this Agreement.
  2. WIOA (29 USC Chapter 32) and all corresponding federal regulations in CFR Title 20.
  3. The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, aka "OMB Omni-Circular" (2 CFR Part 200) and the corresponding DOL regulations (2 CFR 2900) and, as applicable, the HHS exceptions (45 CFR 75).
  4. Section 5101:9-31-01 of the Ohio Administrative Code (OAC).
  5. The Local WIOA Plan, the Regional Plan, and the State WIOA Plan.
  6. The applicable sections of ORC Chapters 307, 5101, and 6301.
  7. As applicable, the approved State TANF Plan developed pursuant to 42 USC 602.
  8. The applicable terms and conditions of each federal grant award—including any amendments.
  9. All federal and state confidentiality provisions—including, but not limited to—those listed in Article XIV of this Agreement.
  10. As applicable, Executive Orders issued by the President of the United States or by the Ohio Governor.
  11. DOL and HHS Guidance Letters.
  12. ODJFS Policies, Guidance Letters, and Procedure Manuals.
  13. DOL-approved statutory waivers for WIOA funds.
  14. The applicable provisions of the current appropriations act.
  15. Approved performance measures and negotiated standards.
  16. Terms, conditions, and instructions included in allocation letters.
  17. The Local Workforce Area MOU.
- C. Kip Crist, or his successor is the ODJFS Agreement Manager for purposes of the mandatory formula funds authorized under this Agreement. For discretionary and other subawards authorized under this Agreement, ODJFS will identify the project or program managers with responsibility for oversight. The ODJFS Agreement manager or ODJFS project and program managers may periodically communicate specific requests and instructions concerning the performance of activities described in this Agreement. SUBGRANTEE, LWDB, and AGENT will comply with any instructions or requests to the satisfaction of ODJFS within 10 days after receipt of the instructions or requests. All parties expressly understand that any instructions are strictly to ensure the successful completion of the employment and training programs and related workforce development activities authorized herein, and are not intended to amend or alter this Agreement or any part thereof. SUBGRANTEE, LWDB, or AGENT will promptly notify the ODJFS Agreement Manager per Article XI if it is believed that any instructions or requests would materially alter the terms and conditions of this Agreement. When or if such communication is received by the ODJFS Agreement Manager, if appropriate, the ODJFS Agreement Manager will initiate an amendment allowed by Article XII to incorporate any changes to the terms and conditions of this Agreement. SUBGRANTEE, LWDB, and AGENT agree

to consult with the ODJFS Agreement Manager as necessary to ensure comprehension of Subgrant activities and the successful completion thereof.

D. Expenditure of Public Funds for Offshore Services

1. Pursuant to Governor's Executive Order 2019-12D Governing the Expenditure of Public Funds on Offshore Services, SUBGRANTEE, LWDB, and AGENT must ensure that no subcontractors nor-subgrantees that will be paid with funds provided from ODJFS under this Agreement complete any work outside of the United States and that no data from programs or activities funded under this Agreement will be stored outside of the United States. Therefore, SUBGRANTEE, LWDB, and AGENT must require assurances from all subcontractors and subgrantees that no work will be performed and no data will be stored outside of the United States.
2. SUBGRANTEE, LWDB, and AGENT understand and agree to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE, LWDB, AGENT, or any of their subcontractors under this Agreement, and ensure that no services shall be changed or shifted to a location outside of the United States.
3. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE, LWDB, AGENT, or any of their subcontractors or subgrantees performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement. SUBGRANTEE, LWDB, and AGENT shall immediately return all funds paid for those services to ODJFS. In addition, if SUBGRANTEE, LWDB, AGENT, or any of their subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE, LWDB, and AGENT.

- E. SUBGRANTEE, LWDB, and AGENT expressly understand that any information that documents performance of a partner program (e.g., participant counts, placement rates, expenditures) and is intended for public distribution must be reviewed and authorized by the partner entity prior to publication or distribution. This restriction is applicable to information distributed via any communication medium—including annual reports, press releases, news articles, public web pages, and social media.

## ARTICLE II. ODJFS RESPONSIBILITIES

ODJFS will:

- A. Allocate or issue funding under this Agreement in accordance with the terms and conditions herein and with the applicable provisions of WIOA and other programs funded under this Agreement.
- B. Certify LWDB every two years, provided that LWDB continues to meet the criteria established by ODJFS in accordance with WIOA Section 107(b) and Workforce, Innovation and Opportunity Act Policy Letter (WIOAPL) 15-17.
- C. Review the State WIOA Plan every two years and revise as necessary in accordance with WIOA Section 102. Upon DOL approval, ODJFS will make the revisions available to SUBGRANTEE and LWDB for use in the review of the Local WIOA Plan per WIOA Section 108.
- D. Develop state adjusted performance accountability measures and support negotiations with Local Workforce Area representatives to develop adjusted local performance accountability measures per WIOA Section 116, 20 CFR Part 677, and WIOAPL 17-02.

- E. Monitor SUBGRANTEE, LWDB, and AGENT activities and expenditures under this Agreement to ensure compliance with WIOA Section 184, Wagner-Peyser, the OMB Omni-Circular (2 CFR Part 200), the terms and conditions of the federal awards, state and local performance accountability standards, the nondiscrimination provisions of WIOA Section 188, and all other applicable state and federal laws, requirements, and restrictions as described in Article I of this Agreement.
- F. If necessary, take action against SUBGRANTEE, LWDB, and AGENT pursuant to WIOA Section 184(b), ORC 5101.241, and OAC 5101:9-31-01 for noncompliance with federal or state requirements or restrictions as described in Article I. Any such ODJFS action will be taken in accordance with WIOA Section 184(b), WIOA Section 116(g) with respect to performance accountability standards, and ORC 5101.241 with respect to both performance and expenditures. ODJFS will provide the appropriate written notice to the county auditor(s), SUBGRANTEE, LWDB, and AGENT. SUBGRANTEE may request an administrative review of a proposed action. The request must be submitted in accordance with Section D of ORC 5101.241.
- G. If necessary, implement the State Infrastructure Funding Mechanism in accordance with WIOA Section 121(h), 20 CFR 678.731, and WIOAPL 16-06.

### ARTICLE III. SUBGRANTEE RESPONSIBILITIES

With respect to WIOA and the local workforce development system, SUBGRANTEE responsibilities include, but are not limited to:

- A. **Intergovernmental Agreements** - Per 20 CFR 683.710, if the Local Workforce Area includes more than 1 unit of government, the chief elected officials of each local jurisdiction must execute an agreement that specifies the distribution of liability for funding provided hereunder and meets the requirements of WIOAPL 15-18.1. Such an agreement must not remove liability from 1 chief elected official and place it on another. WIOA Section 107(d)(12)(B)(i) specifies that only the agreement of the Governor to assume liability in place of a chief elected official will relieve a chief elected official from liability for WIOA funds.
- B. **Local Workforce Development Board** - With respect to the LWDB, SUBGRANTEE must:
  - 1. Establish by-laws in accordance with 20 CFR 679.310 for local workforce development board membership, participation, administration, and function.
  - 2. Appoint LWDB members in accordance with WIOA Section 107, state criteria, and the local by-laws. Once appointed, follow the process to obtain certification from the Ohio Governor or the Governor's designee.
  - 3. Ensure that the LWDB enters good faith negotiations with local partners to execute a Local Workforce Area MOU in accordance with WIOA Section 121 and with WIOAPL 16-11.1.
- C. **Local WIOA Plan** - Work in partnership with the LWDB to develop, and every two years review, a local WIOA plan consistent with the State WIOA Plan, WIOA Section 108 requirements, 20 CFR 679.550, and WIOAPL 16-03.
- D. **Local Performance Accountability Measures** - In collaboration with LWDB, negotiate and review every two years, local performance accountability measures with the Ohio Governor or the Governor's designee in accordance with WIOA section 116(c), 20 CFR 677, WIOAPL 17-02, and the state adjusted levels of performance listed in the State WIOA Plan. Local performance measures will be included in the local WIOA plan.
- E. **Regional Plan** - In partnership with LWDB, collaborate with the chief elected officials and LWDB members of other Local Workforce Areas in SUBGRANTEE's planning region to develop a Regional

Plan and to execute a regional planning agreement in accordance with WIOA Section 106(c), 20 CFR 679.510 – 20 CFR 679.540, and WIOAPL 16-03.

- F. SUBGRANTEE will ensure that any individual identified as an official representative of the Local Workforce Area with the ability to bind SUBGRANTEE through contracts and other agreements for workforce development activities or related purposes has been authorized to do so by an official act of SUBGRANTEE, such as a resolution, motion, or similar action.
- G. SUBGRANTEE will ensure the prompt reimbursement of funds due to ODJFS, pursuant to ORC 5101.241(C), for payment to any entity as a result of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation (FFP), or other sanction or penalty for which SUBGRANTEE, its subrecipients, contractors and/or vendors are responsible.
- H. SUBGRANTEE will take prompt corrective action, including the recapture of funds when necessary, in the event of an adverse finding, sanction, or penalty by ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law.
- I. SUBGRANTEE will ensure the bonding of every officer, director, agent, or employee authorized to receive or deposit funds provided hereunder or to issue financial documents, checks, or other instruments of payment for workforce development activities funded hereunder to provide adequate protection against loss per OAC 5101:9-31-01.

#### **ARTICLE IV. LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB) RESPONSIBILITIES**

- A. As applicable, per WIOA Section 107 and 20 CFR 679.370, LWDB will:
  - 1. In collaboration with SUBGRANTEE, develop, and every two years review, the Local WIOA Plan, which must be consistent with the State WIOA Plan, WIOA Section 108 requirements, and 20 CFR 679.550. If the Local Workforce Area is part of a planning region, LWDB will work in partnership with SUBGRANTEE and other local workforce development boards and chief elected officials in the planning region to renew the Regional Plan and regional planning agreement in accordance with WIOA Section 106(c), 20 CFR 679.510 – 20 CFR 679.540, and WIOAPL 16-03.
  - 2. Conduct workforce research and regional labor market analysis.
  - 3. Convene local workforce development system stakeholders to identify nonfederal expertise and resources to leverage support for workforce development activities.
  - 4. Lead efforts to engage employers in the local workforce development system.
  - 5. Collaborate with secondary and post-secondary education programs to align employment, education, training, and supportive services into career pathway systems.
  - 6. Lead local efforts to identify and promote proven and promising strategies to meet the needs of employers, workers, and jobseekers in the Local Workforce Area.
  - 7. Develop strategies for the use of technology to maximize accessibility and the effectiveness of the local workforce development system.
  - 8. Conduct oversight and monitoring of CCMEP/Youth workforce investment activities providers, training providers, and OhioMeansJobs center operators, and, if applicable, career services providers to ensure compliance with WIOA and all applicable federal and state rules and requirements pertaining to employment and training programs and related workforce development activities and expenditures funded under this Agreement.

9. In collaboration with SUBGRANTEE, negotiate and review every two years, local performance accountability measures with the Ohio Governor or the Governor's designee in accordance with WIOA section 116(c), 20 CFR 677, WIOAPL 17-02, and the state adjusted levels of performance identified in the State WIOA Plan. Local performance measures will be included in the Local WIOA Plan.
  10. With respect to OhioMeansJobs center operator(s) and service providers:
    - a. Competitively select OhioMeansJobs Center operator(s) every four years in accordance with WIOA Section 121(d), 20 CFR 678.605, and WIOAPL 16-08. ODJFS does not have the authority to grant a waiver of the requirement for competitive selection or an extension of the four-year limitation on OMJ Center operator contracts.
    - b. Competitively select local CCMEP/Youth provider(s) every four years in accordance with WIOA Section 123, 20 CFR 681.400, and WIOAPL 17-03. ODJFS does not have the authority to grant a waiver of the requirement for competitive selection of CCMEP/Youth providers. However, LWDB may submit to ODJFS a request for waiver of the four-year limitation on CCMEP/Youth provider contracts imposed per WIOAPL 17-03 in the event of extenuating circumstances that require a contract extension for an additional year.
    - c. Identify eligible providers of career services in accordance with WIOA Section 134(c)(2) and eligible providers of training services in accordance with WIOA Section 122 and WIOAPL 16-02.1. Collaborate with the State to ensure sufficient numbers and types of career and training service providers in order to meet consumer choice requirements.
  11. Coordinate activities with education and training providers in the Local Workforce Area, including: providers of workforce investment activities; providers of adult basic and literacy education activities; providers of career and technical education; and local Rehabilitation Act programs.
  12. Develop a budget for LWDB activities with approval of SUBGRANTEE and provide direction to AGENT on disbursement of local funds per WIOA Section 107(d)(12).
  13. Conduct an annual assessment of the physical and programmatic accessibility of all OhioMeansJobs centers in the Local Workforce Area in accordance with, as applicable, WIOA Section 188 and the Americans with Disabilities Act of 1990, 42 USC 12101.
  14. Certify OhioMeansJobs Centers in accordance with WIOA Section 121(d) and WIOAPL16-10
- B. In accordance with WIOA Section 107(h) regarding conflicts of interest, a member of an LWDB, or a member of a standing committee, as applicable, may not:
1. Vote on a matter under consideration by LWDB:
    - a. Regarding the provision of services by the member (or by an entity that such member represents); or
    - b. That would provide direct financial benefit to the member or the immediate family of such member.
  2. Engage in any other activity determined by the Ohio Governor or the Governor's designee to constitute a conflict of interest.

- C. As required under the "sunshine provision" in WIOA Section 107(e), and in accordance with 20 CFR 679.390, LWDB will conduct business in an open manner by making information about the LWDB activities available to the public on a regular basis through electronic means and open meetings.
- D. LWDB will negotiate with local partners in collaboration with SUBGRANTEE to execute a Local Workforce Area MOU in accordance with WIOA Section 121(c). In the event that negotiations fail to reach a consensus on infrastructure costs by May 31 of the current state fiscal year, LWDB will notify ODJFS in accordance with WIOAPL 16-06.
- E. LWDB will conduct ongoing evaluations of workforce development activities per WIOA Section 116(e) as well as collect and provide data to ODJFS and DOL or their subcontractors as necessary for state and federal evaluation activities.
- F. In a timely manner, inform any newly elected SUBGRANTEES of responsibilities and liabilities regarding WIOA and the local workforce development system. Review and update existing written agreements when necessary.
- G. The LWDB has chosen to participate in CCMEP, collaborate with county CCMEP agencies as needed to develop a local CCMEP plan.
  - 1. In order to coordinate CCMEP activities, the LWDB's decision to participate in CCMEP shall be applicable to all of the counties within the Local Workforce Area. LWDB must authorize the use of WIOA Youth funds to support CCMEP in order for the Local Workforce Area to receive TANF funds for CCMEP.
  - 2. The LWDB's execution of the Authorization to Support CCMEP, included as Attachment B hereto, or the LWDB's execution of an equivalent authorization form, will serve as evidence of the LWDB's decision to participate in CCMEP, and to authorize the use of WIOA Youth funds to support CCMEP. Attachment B shall be incorporated herein by reference.

#### **ARTICLE V. FISCAL AGENT RESPONSIBILITIES**

AGENT is designated by SUBGRANTEE as required under OAC 5101:9-31-01(E)(4) to manage local funds under the direction of LWDB and/or SUBGRANTEE. Generally, per 20 CFR 679.420, AGENT will be responsible for the following functions:

- A. Receive funds;
- B. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget (OMB) circulars, WIOA, the corresponding federal regulations, and state policies;
- C. Respond to audit financial findings;
- D. Maintain proper accounting records and adequate documentation;
- E. Prepare financial reports; and
- F. Provide technical assistance to subrecipients with regard to fiscal issues.

#### **ARTICLE VI. EFFECTIVE DATE OF THE SUBGRANT**

- A. This Agreement will be in effect from July 1, 2021, through June 30, 2023, unless this Agreement is suspended or terminated pursuant to ARTICLE X prior to the above expiration date.



- B. In addition to Section A above, it is expressly understood by ODJFS, SUBGRANTEE, LWDB, and AGENT that this Agreement will not be valid and enforceable until the Director of the Ohio Office of Budget and Management certifies, pursuant to ORC 126.07 that there is a sufficient balance in the appropriation that has not already been allocated to pay current obligations.

#### ARTICLE VII. FUNDING

- A. Funds provided under this Subgrant Agreement will be allocated via electronic funds transfer (EFT) through the County Finance Information System (CFIS). An EFT will generate an alert in CFIS. ODJFS will issue a corresponding budget notice, and if appropriate an allocation memorandum with terms, conditions, and time periods for spending. The specific dollar amounts of the allocations will be determined by ODJFS in accordance with the authorizing federal statutes and funding agreements for each funding source authorized under this Agreement.
- B. SUBGRANTEE, LWDB, and AGENT expressly understand that no financial obligations may be incurred under this Agreement until the terms listed in ARTICLE VI, Section B, have been met, and until allocations and budget notices have been issued to the Local Workforce Area for all programs authorized under this Agreement.
- C. SUBGRANTEE, LWDB, and AGENT expressly agree that costs incurred under this Agreement will not exceed the amounts or subaward periods specified in the budget notices. Further, SUBGRANTEE, LWDB, and AGENT expressly agree to comply with the limitations prescribed by the authorizing statute, related funding agreement, and this Agreement with respect to expenditures.
- D. The authorizing statute and/or funding agreement for each funding source sets forth guidelines and limits for administrative costs. Administrative expenditures from WIOA Youth and Adult/Dislocated Worker funds (under WIOA Sections 128 and 133, respectively) are limited to 10% of the total amount allocated to the Local Workforce Area. Administrative costs for RESEA are limited to 15% of the total amount allocated to the Local Workforce Area and follow the WIOA definition of administrative costs. Per 20 CFR 683.215, WIOA administrative costs are those associated with:
1. Overall general administrative functions and coordination of those functions, including:
    - a. Accounting, budgeting, financial and cash management.
    - b. Property management.
    - c. Personnel management.
    - d. Payroll.
    - e. Resolution of findings from audits, reviews, investigations, and incident reports.
    - f. Audits.
    - g. General legal services.
    - h. Development of systems and procedures for administrative functions.
    - i. Fiscal agent responsibilities.
  2. Oversight and monitoring related to WIOA administrative functions.
  3. Costs of goods and services required for administrative functions.
  4. Travel costs incurred for performance of administrative activities.

5. Costs of information systems related to administrative functions.
  6. Awards to subrecipients or contractors that are solely for administrative functions.
- E. SUBGRANTEE, LWDB, and AGENT acknowledge and expressly agree that funds authorized hereunder for ODJFS' proportionate share of costs as a local partner shall be spent in accordance with the Local Workforce Area MOU.
- F. SUBGRANTEE, LWDB, and AGENT will ensure that separate accounting records are maintained for each funding source authorized hereunder.
- G. SUBGRANTEE, LWDB, and AGENT will ensure that Local Workforce Area MOU costs are reconciled and communicated to the local partners in accordance with the Local Workforce Area MOU on at least a quarterly basis per 20 CFR 678.715 and 20 CFR 678.720.
- H. SUBGRANTEE, LWDB, and AGENT will secure prior approval from the federal funding authority or ODJFS for a Local Workforce Area indirect cost allocation plan or inclusion in a county-wide cost allocation plan maintained by the county board of commissioners in order for indirect costs to be reimbursable hereunder.
- I. SUBGRANTEE, LWDB, and AGENT agree to maintain and utilize a procurement system for purchases of all goods and services paid with funds provided hereunder and further agree to conduct procurement transactions in accordance with the procurement and acquisition standards in OAC Chapter 5101:9-4-02 as well as federal procurement requirements (2 CFR 200.318 through 2 CFR 200.320). In the event of a conflict between federal, state, and local procurement standards, the most restrictive standards will be followed.
- J. SUBGRANTEE, LWDB, and AGENT will ensure prompt payment of employment-related costs—including, but not limited to—unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, public employment retirement system contributions, and any other employer taxes and payroll deductions required by law or contract for all employees, trainees, work experience participants, and anyone who receives monetary benefits as a result of participation in workforce investment programs.
- K. SUBGRANTEE, LWDB, and AGENT understand that availability of funds is contingent on appropriations made by the Ohio General Assembly, DOL, or HHS. If at any time the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, ODJFS may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly, DOL, or HHS fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- L. **Standards for Financial and Program Management** – Pursuant to WIOA Section 184, SUBGRANTEE, LWDB, and AGENT, as subrecipients of federal funds, hereby expressly acknowledge obligations with respect to the funds provided under this Agreement pursuant to Subparts D and E of the OMB Omni-Circular, and, as applicable, the corresponding HHS exceptions (45 CFR Part 75) and DOL exceptions (2 CFR Part 2900), which include, but are not limited to:
1. **Period of Performance and Availability of Funds** – Pursuant to 2 CFR 200.309, 2 CFR 200.343 and, as applicable, the corresponding HHS provisions (45 CFR 75.309) and DOL provisions (2 CFR 2900.15), SUBGRANTEE, LWDB, AGENT, and any subrecipient(s) may charge to the award only costs resulting from obligations of the funding period specified in ARTICLE VI unless carryover of unobligated balances is permitted by the federal regulations that govern expenditures for a particular program.

2. **Internal Controls** – SUBGRANTEE, LWDB, and AGENT will ensure that an internal control structure and written policies are maintained to protect personally identifiable and sensitive information, records, contracts, grant funds, equipment, tangible items, and other information that is readily or easily exchanged in the open market that DOL, ODJFS, SUBGRANTEE, LWDB, or AGENT considers to be sensitive. SUBGRANTEE, LWDB, and AGENT will further ensure that subcontractors or subrecipients have effective internal control structures, written policies, and safeguards in place. Internal controls for all recipients and subrecipients of WIOA Title I and Wagner-Peyser funds must be in accordance with 2 CFR 200.303, 20 CFR 683.220, and, as applicable, the corresponding HHS provisions (45 CFR 75.303).
  3. **Cost Sharing or Matching** – Any applicable cost sharing or matching requirements must be satisfied in accordance with 2 CFR 200.306, and, as applicable, 2 CFR 2900.8 and 45 CFR 75.306.
  4. **Program Income** – Per WIOA Section 194(7), income received by SUBGRANTEE, LWDB, or AGENT under any WIOA Title I program funded hereunder must be used to carry out the program. Further, SUBGRANTEE, LWDB, and AGENT will maintain financial records sufficient to determine the amount of such income received and the purposes for which the funds were expended. Program income received for other DOL programs and HHS activities funded under this Agreement will be subject to 2 CFR 200.307 and 45 CFR 75.307.
  5. **Real Property, Equipment, and Supplies** – SUBGRANTEE, LWDB, and AGENT expressly understand that written approval must be obtained from ODJFS prior to purchasing non-expendable personal property or equipment with a cost of Five Thousand and 00/100 Dollars (\$5,000.00) or more for administrative or programmatic purposes. Purchases of real property or new construction are prohibited as are loans of funds provided hereunder. Per WIOA Section 194(11), title use, and disposition of real property, equipment, and supplies will be in accordance with the following:
    - a. Real Property – 2 CFR 200.311, or, if applicable 45 CFR 75.318.
    - b. Equipment – 2 CFR 200.313, or, if applicable, 45 CFR 75.320.
    - c. Supplies – 2 CFR 200.314, or, if applicable, 45 CFR 75.321.
- O. Per 20 CFR 683.235, no WIOA Title I funds may be spent on construction, purchase of facilities or buildings, or other capital expenditures for improvements to land or buildings, except with prior written approval of the Secretary of DOL.
- P. Per 20 CFR 683.250, prohibited costs under WIOA Title I include:
1. The wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
  2. Public service employment, except as specifically authorized under WIOA Title I.
  3. Expenses prohibited under any other federal, state, or local law or regulation.
  4. Subawards or contracts with parties that are debarred suspended, or otherwise excluded from or ineligible for participation in federal programs or activities.
  5. Contracts with persons falsely labeling products as being made in America.
  6. Foreign Travel costs (prohibited for WIOA Adult, Dislocated Worker, and Youth funds).

**ARTICLE VIII. RECORDS AND REPORTING**

- A. SUBGRANTEE, LWDB, and AGENT will maintain complete and accurate records sufficient to fulfill reporting requirements, to assess performance, and to permit the tracing of funds at a level that is adequate to ensure that funds have not been spent unlawfully.
- B. SUBGRANTEE, LWDB, and AGENT will ensure that all records relevant to programs and activities funded hereunder are available during normal businesses hours and as often as needed for audit by federal and state government entities that include but are not limited to: DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials.
- C. SUBGRANTEE, LWDB, and AGENT will retain all records related to funds provided hereunder in accordance with 2 CFR 200.334 through 200.337, OAC 5101:9-9-21, and all state and federal record retention requirements for a minimum of 3 years after SUBGRANTEE receives the last allocation or payment issued under this Agreement. If an audit, litigation, or similar action is initiated during this time period, the records must be retained until the action is concluded and all issues are resolved or until the end of the 3-year period, whichever is later.
- D. SUBGRANTEE, LWDB, and AGENT acknowledge, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records with the exception of wage records, those that contain personally identifiable information or otherwise deemed confidential under the federal or state laws that govern the collection and use of program information. ARTICLE XIV provides a list of confidentiality laws applicable to workforce development programs and generally outlines the roles and responsibilities with respect to confidentiality.
- E. SUBGRANTEE, LWDB, and AGENT will enroll and track participants and services in ODJFS' case management system, currently Ohio Workforce Case Management System (OWCMS), to be replaced by Advancement through Resources, Information & Employment Services (ARIES), and the County Finance Information System (CFIS) WIOA Client Tracking. SUBGRANTEE, LWDB, and AGENT will further ensure that information is maintained in accordance with DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by ODJFS.
- F. **Maintenance of Additional Records** – Pursuant to WIOA Section 185(f), SUBGRANTEE, LWDB, and AGENT must maintain records with respect to programs and activities carried out under this title that identify:
1. Any income or profits earned, including such income or profits earned by subrecipients; and
  2. Any costs incurred that are otherwise allowable except for funding limitations.

**ARTICLE IX. AUDITS OF SUBGRANTEE**

- A. Subject to the threshold requirements of OMB Omni-Circular, 2 CFR 200.501 and, as applicable, the corresponding HHS requirements (45 CFR 75.501) and DOL requirements (2 CFR 2900), SUBGRANTEE, LWDB, and AGENT must have an entity-wide single audit and must send 1 copy of every audit report to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report.
- B. SUBGRANTEE, LWDB, and AGENT have additional responsibilities as an auditee under 2 CFR 200.508 and, as applicable, the corresponding HHS regulation (45 CFR 75.508), which include, but are not limited to:

1. Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509 and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
2. Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
3. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511.
4. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

#### **ARTICLE X. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS director, SUBGRANTEE, LWDB, and AGENT. The termination agreement must be adopted by resolution of SUBGRANTEE in order to be considered valid. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution.
  2. Any party to this Agreement may terminate after giving 90 days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91<sup>st</sup> day following the receipt of the notice by the other parties.
- B. Notwithstanding the provision of Section A of this Article, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE, LWDB or AGENT if:
1. ODJFS loses funding as described in ARTICLE VII.
  2. ODJFS discovers any illegal conduct on the part of SUBGRANTEE, LWDB or AGENT.
  3. SUBGRANTEE has violated any provision of ARTICLE XIII.
- C. Pursuant to ORC 5101.241 and 2 CFR 200.339, as applicable, if SUBGRANTEE, LWDB, AGENT, or any subrecipients materially fail to comply with any term of an award, federal statute or regulation, an assurance, a state plan or application, a notice of award, the terms of this Agreement, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the non-federal entity or more severe enforcement action by the federal awarding agency or pass-through entity.
  2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
  3. Wholly or partly suspend or terminate the federal award.
  4. Submit a recommendation to the federal awarding agency for the initiation of suspension or debarment proceedings authorized under 2 CFR 180.

5. Withhold further federal awards for the project or program.
  6. Take other remedies that may be legally available.
- D. SUBGRANTEE, LWDB, and AGENT, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Agreement.
  2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrant agreements correlated to the suspended or terminated Subgrant activities.
  3. Prepare and submit a report to ODJFS, as of the date that funding expires, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities.
  4. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by SUBGRANTEE, LWDB, or AGENT of any of the provisions, obligations, or duties embodied in this Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS, SUBGRANTEE, LWDB, or AGENT fails to perform any obligation hereunder and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

#### ARTICLE XI. NOTICES

- A. All parties agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE, LWDB, AGENT, and the ODJFS Agreement Manager identified in ARTICLE I, Section C of this Agreement.
- B. Notices to ODJFS from SUBGRANTEE, LWDB, or AGENT regarding changes to the principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31<sup>st</sup> Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE, LWDB, or AGENT from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to the Local Workforce Area representatives at the addresses appearing on the signature page of this Agreement.
- D. All notices in accordance with Sections B and C of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (*e.g.*, certified mail).

#### ARTICLE XII. AMENDMENT AND SUBGRANTS

- A. **Amendment** – This document will constitute the entire agreement among ODJFS, SUBGRANTEE, LWDB, and AGENT with respect to all matters herein. Only a document signed by the authorized representatives of all parties may amend this Agreement. ODJFS, SUBGRANTEE, LWDB, and AGENT agree that any amendments to laws or regulations cited herein, including the terms and conditions of the federal grants issued by the DOL or HHS 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.

**B. Subawards**

1. **Subgrants** – Any subgrants by SUBGRANTEE will be made in accordance with 2 CFR 200.201 and, if applicable, corresponding HHS exceptions, 45 CFR 75.201.
2. **Suspension and Debarment** – In accordance with 2 CFR 200.214, 2 CFR Part 2998, and 45 CFR 75.213, SUBGRANTEE, LWDB, and AGENT will not make any award or permit any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under 2 CFR Part 180.
3. **Procurement** – SUBGRANTEE, LWDB, AGENT must ensure that any and all subrecipients maintain a procurement system for purchases of all goods and services paid with funds provided hereunder in compliance with OAC rule 5101:9-4-07, as well as the federal procurement standards prescribed in 2 CFR 200.318 – 2 CFR 200.327, 2 CFR 415.1 and 45 CFR 75.327 – 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring and Reporting Program Performance**– SUBGRANTEE, LWDB, and AGENT must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 2 CFR 200.328 and 200.329, as well as the DOL and HHS provisions at 2 CFR Part 2900 and 45 CFR 75.342, respectively.

**C. Duties as Pass-through Entity.** With respect to subawards of the funds received under this Agreement to another entity determined to be a subrecipient in accordance with 2 CFR 200.332, SUBGRANTEE, LWDB, and/or AGENT, serving as the pass-through entity, must:

1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal award and subaward. Required information includes:
  - a. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.332(a)(1).
  - b. All requirements imposed by the pass-through entity on the subrecipient to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.
  - c. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the federal awarding agency including identification of any required financial and performance reports;
  - d. An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in 2 CFR 200.414;
  - e. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and

- f. Appropriate terms and conditions concerning closeout of the subaward.
2. Evaluate each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, which may include consideration of such factors as:
  - a. The subrecipient's prior experience with the same or similar subawards;
  - b. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of 2 CFR 200.332, and the extent to which the same or similar subaward has been audited as a major program;
  - c. Whether the subrecipient has new personnel or new or substantially changed systems; and
  - d. The extent and results of federal awarding agency monitoring (e.g., if the subrecipient also receives federal awards directly from a Federal awarding agency).
3. Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR 200.208.
4. Monitor the subrecipient's activities as necessary to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and the terms/conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring must include:
  - a. Review of financial and performance reports required by the pass-through entity.
  - b. Follow-up to ensure that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
  - c. Issuance of a management decision for audit findings pertaining to the federal award provided to the subrecipient from the pass-through entity as required by 2 CFR 200.521.
  - d. Per 2 CFR 200.332(d)(4), resolution of audit findings specifically related to the subaward but not for crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of federal funding (e.g., debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR 200.513(a)(3)(vii). Such reliance does not eliminate responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
5. Depending upon the pass-through entity's assessment of risk posed by the subrecipient, the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
  - a. Training and technical assistance to subrecipient on program-related matters;
  - b. Performance of on-site reviews of the subrecipient's program operations; and



- c. Arrangement of agreed-upon-procedures engagements as described in 2 CFR 200.425.
6. Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501.
7. Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
8. Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.339 for noncompliance of this part and in program regulations.

### ARTICLE XIII. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS

By accepting the Subgrant funds provided hereunder and by executing this Agreement, SUBGRANTEE, LWDB, and AGENT hereby affirm current and continued compliance with each condition listed in this Article. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE, LWDB, or AGENT is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE, LWDB, and AGENT. Any funds paid by the State of Ohio under this Agreement for work performed before SUBGRANTEE, LWDB, and AGENT received such notice will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
  1. **Federal Debarment Requirements** – SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals, LWDB, AGENT, any subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals, LWDB, AGENT, or subrecipients or subcontractors:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.
  2. **Mandatory Disclosures** – Pursuant to 2 CFR 200.113, SUBGRANTEE, LWDB, and AGENT must disclose in writing to ODJFS in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
  3. **Qualifications to Conduct Business** – SUBGRANTEE, LWDB, and AGENT each affirm that they and any and all subrecipients and subcontractors have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, LWDB, AGENT, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in the Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.

4. **Unfair Labor Practices** – SUBGRANTEE, LWDB, and AGENT, each affirm that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE, LWDB, AGENT, or a subrecipient as having more than 1 unfair labor practice contempt of court finding.
  5. **Finding for Recovery** – SUBGRANTEE affirms that SUBGRANTEE, its principals, LWDB, AGENT, or subrecipients or subcontractors are not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time SUBGRANTEE, LWDB, or AGENT are not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE, LWDB, and AGENT. SUBGRANTEE, LWDB, and AGENT will be entitled to compensation only for activities performed during the time the parties were in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when the parties were not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Americans with Disabilities** – SUBGRANTEE, LWDB, AGENT, their officers, employees, members, subrecipients and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990, as amended and Section 504 of the Rehabilitation Act of 1973, as amended.
  2. **Fair Labor Standards and Employment Practices.**
    - a. SUBGRANTEE, LWDB, and AGENT each certify that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
    - b. Pursuant to WIOA Section 188, in carrying out this Agreement, SUBGRANTEE, LWDB, and AGENT will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
    - c. SUBGRANTEE, LWDB, and AGENT agree to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
    - d. SUBGRANTEE, LWDB, and AGENT agree to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.
  3. **Ethics Laws** – SUBGRANTEE, LWDB, and AGENT certify that by executing this Agreement, it has reviewed, knows, and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2019-11D pertaining to ethics. SUBGRANTEE, LWDB, and AGENT further agree that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
  4. **Nepotism** – Per 20 CFR 683.200:
    - a. No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

- b. To the extent that an applicable state or local legal requirement regarding nepotism is more restrictive than 20 CFR 683.200, the state or local requirement must be followed.

5. **Conflict of Interest** – In addition to the WIOA restrictions and requirements listed in Article IV, SUBGRANTEE, LWDB, and AGENT must comply with the following, as applicable:

- a. When a local organization functions simultaneously in 2 or more roles, which may include AGENT, LWDB staff, OhioMeansJobs center operator, and direct provider of career or training services, then the SUBGRANTEE and LWDB, per 20 CFR 679.430, must execute a written agreement with the local organization that specifies how the organization will carry out its responsibilities while maintaining compliance with WIOA, OMB Omni-Circular requirements, all other applicable federal and state rules and requirements, and the State's conflict of interest regulations listed in the subsections below. The agreement must be written in accordance with Section IV of WIOAPL 15-18.1.
- b. SUBGRANTEE, LWDB, and AGENT certify, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in such position, 1 or more personal monetary contributions in excess of \$1,000.00 to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous 2 calendar years.
- c. SUBGRANTEE, LWDB, and AGENT agree to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE, LWDB, and AGENT further agree not to solicit an ODJFS employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43 and that SUBGRANTEE, LWDB, AGENT, their officers, members, and employees are compliant with ORC 102.04 and have filed a statement with the ODJFS Chief Legal Counsel if required under ORC 102.04(D)(2).
- d. SUBGRANTEE, LWDB, and AGENT agree that SUBGRANTEE, LWDB, AGENT, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's, LWDB's or AGENT's functions and responsibilities under this Agreement. If SUBGRANTEE, LWDB, AGENT, their officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE, LWDB, and AGENT agree to immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. SUBGRANTEE, LWDB, and AGENT further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS determines that participation would not be contrary to public interest.
- e. SUBGRANTEE, LWDB, and AGENT will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

6. **Lobbying Restrictions.**

- a. WIOA Section 195 prescribes the following prohibitions on lobbying:
  - (1) Publicity Restrictions- No funds provided under WIOA shall be used for:
    - (a) Publicity or propaganda purposes; or

- (b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat:
    - (i) The enactment of legislation before Congress or any State or local legislature or legislative body; or
    - (ii) Any proposed or pending regulation, administrative action, or order issued by the executive branch of State or local government.
  - (2) Exception - Subparagraph (1) shall not apply to:
    - (a) Normal and recognized executive-legislative relationships;
    - (b) The preparation, distribution, or use of the materials described in Subparagraph (1)(b) in presentation to Congress or any State or local legislature or legislative body; or
    - (c) Such preparation, distribution, or use of such materials in presentation to the executive branch of any State or local government.
  - (3) Salary Restrictions -- No funds provided under WIOA shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.
  - (4) Exception - Subparagraph (3) shall not apply to:
    - (a) Normal and recognized executive-legislative relationships; or
    - (b) Participation by an agency or officer of a State, Local, or Tribal government in policymaking and administrative processes within the executive branch of that government.
- b. SUBGRANTEE, LWDB, and AGENT each affirms that no federal funds paid to SUBGRANTEE, LWDB, or AGENT by ODJFS through this or any agreement have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. SUBGRANTEE, LWDB, and AGENT further certify compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.
- c. If the amount of funds authorized hereunder exceeds One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE, LWDB, and AGENT each affirms that it has executed and filed Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions if required by federal regulations.
- d. SUBGRANTEE, LWDB, and AGENT each agree to include the language of this certification in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

- e. SUBGRANTEE, LWDB, and AGENT each certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
7. **Child Support Enforcement** – SUBGRANTEE, LWDB, and AGENT each agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE, LWDB, AGENT, their employees, and subrecipients and subcontractors meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
  8. **Pro-Children Act** – If any activities funded hereunder call for services to minors, SUBGRANTEE, LWDB, and AGENT each agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
  9. **Drug-Free Workplace** – SUBGRANTEE, LWDB, AGENT, their officers, employees, members, subrecipients and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. SUBGRANTEE, LWDB, and AGENT will make a good faith effort to ensure that none of their officers, employees, members, subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
  10. **Work Programs** – SUBGRANTEE, LWDB and AGENT each agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.
  11. **Jobs for Veterans Act (38 USC 4215)**, as implemented by 20 CFR 1010 – To the extent possible, SUBGRANTEE, LWDB, and AGENT each agrees to provide priority of service to veterans and covered spouses for any qualified job training program.
  12. **Buy American Requirements (41 USC 8302)** – To the greatest extent practicable, per WIOA Section 502, SUBGRANTEE, LWDB, and AGENT each agrees to use funds provided hereunder to purchase American made equipment and products.
  13. **Salary and Bonus Limitations** – Per WIOA Section 194(15), SUBGRANTEE, LWDB, and AGENT each agrees to comply with all salary and bonus limitations.
  14. **Environmental Protections** – SUBGRANTEE, LWDB, and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. SUBGRANTEE, LWDB and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan developed in compliance with the Energy Policy and Conservation Act (42 USC 6201). Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.
  15. SUBGRANTEE, LWDB, and AGENT will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).

16. If applicable, SUBGRANTEE, LWDB, and AGENT will comply with the provision of 2 CFR, Subtitle A, Chapter I, Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
17. Pursuant to 22 USC 7104(g), Trafficking Victims Protection Act of 2000, as amended, this Agreement may be terminated without penalty if SUBGRANTEE, LWDB, AGENT, or any subcontractor or subgrantee paid with funds provided hereunder:
  - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period this Agreement or any subcontracts or subagreements are in effect; or uses forced labor in the performance of activities under this Agreement or under any subcontracts or subagreements.
  - b. SUBGRANTEE, LWDB and AGENT agree that they shall notify, and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities.
18. Pursuant to Presidential Executive Order 13043 (April 16, 1997), *Increasing the Use of Seat Belts in the United States*, SUBGRANTEE, LWDB, and AGENT are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
19. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients*, SUBGRANTEE, LWDB, AGENT, and all subcontractors and subrecipients paid with funds provided hereunder are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.
20. **Rights to Inventions** – If applicable, if any products or services provided under this Agreement meet the definition of “funding agreement” under 37 CFR 401.2(a), and SUBGRANTEE, LWDB or AGENT enter into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the SUBGRANTEE, LWDB or AGENT must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
21. **Civil Rights Assurance** – The SUBGRANTEE, LWDB and AGENT hereby agree that as long as SUBGRANTEE is a recipient of federal financial assistance, each will comply with Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.) and all provisions required by the implementing regulations of the Department of Health and Human Services and Department of Labor. SUBGRANTEE shall require all entities with which it subgrants and contracts to incorporate this Section in all its existing agreements and contracts that are funded in whole or in part with funds from the Department of Labor or Health and Human Services, and shall further require those entities to incorporate the above language in all future agreements and contracts with other entities.
22. **Certification of Compliance** – SUBGRANTEE, LWDB and AGENT certify that they are in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

**23. Religious Activities**

- a. WIOA Section 188(a)(3) prohibits the use of funds to employ participants to carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship with the exception of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants.
- b. Per 29 CFR 2, Subpart D, WIOA Title I financial assistance may be used to employ or train participants in religious activities only when the assistance is provided indirectly within the meaning Establishment Clause of the United States Constitution and not when the assistance is provided directly.
- c. 29 CFR 2, Subpart D also sets forth requirements for equal treatment of religious organization and protection of the religious liberty of DOL social service providers and beneficiaries.

**ARTICLE XIV: CONFIDENTIALITY**

- A. SUBGRANTEE, LWDB, and AGENT expressly agree to abide by all applicable federal, state, and local laws regarding confidential information—including, but not limited to:
1. WIOA Section 185(a)(4)(B), which is codified at 29 USC 3245(a)(4)(B).
  2. WIOA Section 501. Protects student records and prohibits the creation of a national database containing personally identifiable information.
  3. The Privacy Act (5 USC 552a).
  4. 7 USC 2020(e)(8).
  5. The Family Educational and Privacy Rights Act (20 USC 1232g), referenced in WIOA Sections 102(b)(2)(C)(v)(III), 116(i)(3), 122(d)(4), and 501(a). This Act is also found in section 444 of the General Education Provisions Act and is intended to protect student records.
  6. 29 USC 701(a)(4) and (c)(2) and 29 USC 751.
  7. 20 CFR Part 603 regarding confidentiality and disclosure of state Unemployment Insurance (UI) information.
  8. 29 CFR 71.14(a)(2) and (c). Department of Labor regulation on use of non-public information.
  9. 34 CFR 361.38 regarding the protection, use and release of personal information of Vocational Rehabilitation Services participants.
  10. ORC 149.43(A)(1) lists records that are exempted from treatment as public record.
  11. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
  12. ORC 1347.01(E).
  13. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.

14. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
  15. ORC 4141.21, 4141.22, and 4141.99 regarding use and disclosure of (UI) records.
  16. ORC 5101.27 Restricting Disclosure of identifying information regarding public assistance applicants and recipients.
  17. OAC 5101:1-1-03 regarding confidentiality of TANF applicant/recipient information.
  18. OAC 5101:1-1-36. IEVS.
  19. OAC 5101:4-1-13(C) regarding confidentiality of SNAP applicant/recipient information.
  20. OAC 5101:9-9-21(H)(3) and 5101:9-9-25.1. Require county family services and workforce agencies to safeguard and protect all applicant and recipient information and federal tax information, in accordance with state and federal laws and regulations.
  21. OAC Sections 5101:9-22-15 and 5101:9-22-16 regarding release of and access to confidential personal information.
  22. OAC 4141-43-01 and 4141-43-02 regarding confidentiality and permissible uses and disclosures of employment and training information, wage information, employer information, and unemployment claimant information.
  23. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
  24. U.S. Department of Labor Training and Employment Guidance Letter (TEGL) 39-11, "Guidance on the Handling and Protection of Personally Identifiable Information," June 28, 2012.
- B. SUBGRANTEE, LWDB, and AGENT will execute agreements with any third party that will receive data identified as confidential under federal or state law and will include in those agreements all provisions required under the applicable federal or state law. Prior to the execution of such agreements, SUBGRANTEE, LWDB, and AGENT will ensure that the applicable federal and state confidentiality rules that govern a particular source of data allow disclosure to third parties for the purpose the third party is intended to receive it. SUBGRANTEE, LWDB, and AGENT expressly understand that local partners and service providers are considered third parties in regard to confidential information for programs authorized hereunder, and the local partner or service provider agencies must be authorized by SUBGRANTEE under written agreements pursuant to this Article XIV. Further, SUBGRANTEE, LWDB, and AGENT acknowledge that any confidential ODJFS data that SUBGRANTEE, LWDB, AND AGENT receive from ODJFS pursuant to a data sharing agreement with ODJFS, may not be redisclosed to or shared with third parties, including local partners or service providers, unless expressly authorized by ODJFS in the data sharing agreement.
- C. SUBGRANTEE, LWDB, and AGENT will ensure that no ODJFS confidential information is disclosed to third parties or to unauthorized individuals without the express written consent of ODJFS.
- D. SUBGRANTEE, LWDB, and AGENT will ensure that the collection and use of any information, systems, or records that contain confidential data will be limited to purposes of the specific programs and activities to which the data pertains or for which the data was generated or collected.
- E. SUBGRANTEE, LWDB, and AGENT will ensure that access to software systems and files under its control that contain confidential information will be limited to authorized staff members who are assigned responsibilities in support of the program or service to which the data pertains and who



must access the information to perform those responsibilities. SUBGRANTEE, LWDB and AGENT expressly agree to take measures to ensure that no confidential information is accessible by unauthorized individuals.

- F. SUBGRANTEE, LWDB, and AGENT will maintain a current list of staff members who are authorized to access confidential information and will identify the types of data and data sources that the authorized staff members will be permitted to access.
- G. SUBGRANTEE, LWDB, and AGENT will ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions pertinent to the data and the penalties for disclosure or misuse.

#### ARTICLE XV. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE, LWDB, and AGENT each agrees to be responsible for any liability directly related to any and all of their own acts of negligence. In no event will any party be liable for any indirect or consequential damages, even if ODJFS, SUBGRANTEE, LWDB, or AGENT knew or should have known of the possibility of such damages. This provision is not intended to relieve SUBGRANTEE from exclusive liability per WIOA Section 107(d)(12)(B)(i) for the misuse of WIOA funds allocated hereunder per WIOA Sections 128 and 133.
- B. **Choice of Law; Partial Invalidity:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of this Agreement impossible.
- C. **Construction:** Nothing in this Agreement is to be construed to provide an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Local Workforce Area, SUBGRANTEE, LWDB, AGENT, or any other entity, agency or individual, unless specifically set forth in state or federal law. Nothing in this Agreement is to be construed to provide a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.
- D. **Infringement of Patent or Copyright:** To the extent allowable by law and subject to ORC 109.02, SUBGRANTEE, LWDB and AGENT agree to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by SUBGRANTEE, LWDB, or AGENT. ODJFS will provide prompt written notification of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with reasonable cooperation for defense of the suit. ODJFS may participate in the defense of any such action. SUBGRANTEE, LWDB and AGENT agree to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance are furnished by ODJFS at SUBGRANTEE, LWDB or AGENT's written request, it is at SUBGRANTEE, LWDB or AGENT's expense. If any materials, reports, or studies provided by SUBGRANTEE, LWDB, or AGENT are found to be infringing items and the use or publication thereof is enjoined, SUBGRANTEE, LWDB and AGENT agree, at their own expense and at their option, to procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equal value; or modify them so that they are no

longer infringing. SUBGRANTEE, LWDB and AGENT obligations under this Section survive the termination of this Agreement, without limitation.

- E. **Liens:** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE, LWDB or AGENT fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE, LWDB, or AGENT in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE, LWDB, and AGENT under this Agreement.
- F. **Delay:** No party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE XI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken reasonable steps to mitigate or avoid the delay. Items that are controllable by any subcontractor or subrecipient of SUBGRANTEE, LWDB, or AGENT will be considered controllable by SUBGRANTEE except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- G. **Intellectual Property Rights.**
1. The Federal Government reserves a paid-up, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
    - a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract; and
    - b. Any rights of copyright to which ODJFS, SUBGRANTEE, LWDB, AGENT, or a subrecipient or contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
  2. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

*"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-*

*commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."*

- H. **Risk Assessment.** In accordance with 2 CFR 200.332 and 2 CFR 200.206, ODJFS as a pass-through entity evaluates SUBGRANTEE, LWDB, and AGENT's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE, LWDB, and AGENT agree to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- I. **Counterpart Language.** This Agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

Signature Page Follows:  
Remainder of page intentionally left blank

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
LOCAL WORKFORCE DEVELOPMENT SYSTEM  
SUBGRANT AGREEMENT

SIGNATURE PAGE

G-2223-15-0048

The parties have executed this Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

*Signatures must include the Chief Elected Official(s) and authorized representatives of the Local Workforce Development Board and the Fiscal Agent.*

Area 12 Chief Elected Officials  
c/o BCW|Workforce Development (12)  
406 Justice Drive, First Floor  
Lebanon, Ohio 45036

Ohio Department of Job and Family  
30 East Broad Street, 32<sup>nd</sup> Floor  
Columbus, Ohio 43215

Printed Name Butler County Chief Elected Official

Matt Damschroder, Interim Director

Signature \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_

Printed Name Clermont County Chief Elected Official

Signature \_\_\_\_\_ Date \_\_\_\_\_

David B. Young  
Printed Name Warren County Chief Elected Official

Signature \_\_\_\_\_ Date \_\_\_\_\_

APPROVED AS TO FORM

Keith W. Anderson  
Asst. Prosecuting Attorney

Printed Name Authorized Representative Local Workforce Development Board  
Workforce Investment Board of Butler|Clermont|Warren (WIBBCW)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name Warren County Auditor

Signature \_\_\_\_\_ Date \_\_\_\_\_

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
LOCAL WORKFORCE DEVELOPMENT SYSTEM  
SUBGRANT AGREEMENT

SIGNATURE PAGE

G-2223-15-0048

The parties have executed this Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

*Signatures must include the Chief Elected Official(s) and authorized representatives of the Local Workforce Development Board and the Fiscal Agent.*

Area 12 Chief Elected Officials  
c/o BCW|Workforce Development (12)  
406 Justice Drive, First Floor  
Lebanon, Ohio 45036

Ohio Department of Job and Family  
30 East Broad Street, 32<sup>nd</sup> Floor  
Columbus, Ohio 43215

\_\_\_\_\_  
Printed Name Butler County Chief Elected Official

\_\_\_\_\_  
Matt Damschroder, Interim Director

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Date

*David L. Painter*  
\_\_\_\_\_  
Printed Name Clermont County Chief Elected Official

*Meredith L. Hunter*  
\_\_\_\_\_  
Signature Date  
*Sept. 2021*

\_\_\_\_\_  
Printed Name Warrant County Chief Elected Official

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Authorized Representative Local Workforce Development Board  
Workforce Investment Board of Butler|Clermont|Warren (WIBBCW)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Warren County Auditor

\_\_\_\_\_  
Signature Date

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
LOCAL WORKFORCE DEVELOPMENT SYSTEM  
SUBGRANT AGREEMENT

SIGNATURE PAGE

G-2223-15-0048

The parties have executed this Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

*Signatures must include the Chief Elected Official(s) and authorized representatives of the Local Workforce Development Board and the Fiscal Agent.*

Area 12 Chief Elected Officials  
c/o BCW|Workforce Development (12)  
406 Justice Drive, First Floor  
Lebanon, Ohio 45036

Ohio Department of Job and Family  
30 East Broad Street, 32<sup>nd</sup> Floor  
Columbus, Ohio 43215

\_\_\_\_\_  
Printed Name Butler County Chief Elected Official

\_\_\_\_\_  
Matt Damschroder, Interim Director

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name Clermont County Chief Elected Official

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Warrant County Chief Elected Official

\_\_\_\_\_  
Signature Date

Ronald Rohlfsing  
Printed Name Authorized Representative Local Workforce Development Board  
Workforce Investment Board of Butler|Clermont|Warren (WIBBCW)

Ronald A. Rohlfsing 9-9-11  
Signature Date

\_\_\_\_\_  
Printed Name Warren County Auditor

\_\_\_\_\_  
Signature Date

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1280

Adopted Date September 21, 2021

ENTER INTO AN ON-THE-JOB-TRAINING AGREEMENT ON BEHALF OF  
OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to enter into an On-the-Job-Training Agreement with the following  
companies, as attached hereto and made part hereof:

Marble Arch Products  
263 Industrial Drive  
Franklin, OH 45005

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs Warren County  
OhioMeansJobs (file)



Butler County  
Clermont County  
Warren County

A proud partner of the  
American Job Center network

# OJT Employer Agreement Form

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between **Marble Arch Products** (EMPLOYER) and **OhioMeansJobs | Warren County (OMJ|BCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on 9-21-21 and shall remain in effect through June 30<sup>th</sup>, 2022 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

**FOR THE EMPLOYER:**

Company Name: Marble Arch Products  
Address: 263 Industrial Drive, Franklin, OH 45005

**FOR OMJ | BCW WIOA AREA 12 :**

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County  
Address: 300 East Silver St. Lebanon, OH 45036  
Main Phone No. 513-695-1130  
Fax: 513-695-2985

Keenan L. Beauchamp 9/3/21  
Authorized Signature Date

[Signature] 9-21-21  
Authorized Signature Date

Keenan L. Beauchamp, President  
Printed Name and Title

David G. Yang, President  
Printed Name and Title

same mproducts@marblearchproducts.com  
Contact Person and E-mail Address

Pratt Fetty fettimb@ohio  
Contact Person and E-mail Address *workforce.oh*

OJT Requirements

APPROVED AS TO FORM  
[Signature]  
Keith W. Anderson  
Asst. Processing Attorney





KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services. The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. 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 unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

#### TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

#### TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER.
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

#### RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

#### AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA-12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
  - A.) Termination for cause:  
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement, OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
  - B.) Termination for convenience:  
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

#### MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1281

Adopted Date September 21, 2021

ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIOMEANSJOBS  
WARREN COUNTY

BE IT RESOLVED, to enter into a Youth Worksite Agreement with the following company, as attached hereto and made part hereof:

Harlan Township Fire & Rescue  
9120 Morrow Rossburg Road  
Pleasant Plain, Ohio 45162

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – OhioMeansJobs Warren County  
OhioMeansJobs (file)

**OhioMeansJobs Warren County  
TANF Youth Employment Program  
Worksite Agreement**

This agreement is entered into by and between on this 13 day of September, 2021, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Harlan Township Fire & Rescue, 9120 Morrow Rossburg Rd, Pleasant Plain, OH 45162**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 2022.

**WITNESSETH:**

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Work Experience required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks

can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- I. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- J. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- K. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- L. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- M. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- N. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- O. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.
- P. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

Q.           INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a “claims made” basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

R. This agreement may be modified upon mutual consent of both parties.

T. GROUND FOR DISCIPLINARY ACTION AND PENALTIES. Upon enrollment, each youth will be given work rules and the disciplinary policies




(Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:
ALL RULES AND REGULATIONS ARE	
LISTED IN OUR DEPARTMENT	
POLICY, WHICH IS PROVIDED TO	
EACH WORKER.	

U. CERTIFICATIONS: The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

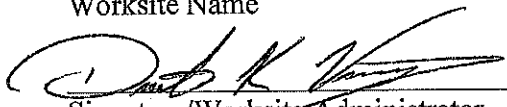
IN WITNESS WHEREOF, the parties have executed this Agreement on this 21  
day of September, 2021.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
\_\_\_\_\_  
David G. Young, President

**WORKSITE:**

HARLAN TOWNSHIP  
\_\_\_\_\_  
Worksite Name

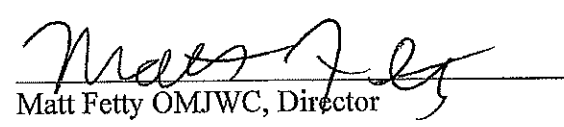
 \_\_\_\_\_ 9-13-21  
Signature/Worksite Administrator Date

FIRE CHIEF / TOWNSHIP ADMINISTRATOR  
\_\_\_\_\_  
Title of Worksite Administrator

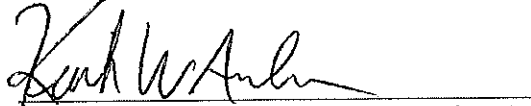
If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

NA \_\_\_\_\_ 9-21-21  
Signature of Authorized Organized Labor Representative Date

**OhioMeansJobs Warren County**

 \_\_\_\_\_ 9/15/21  
Matt Fetty OMJWC, Director Date

**APPROVED AS TO FORM:**

 \_\_\_\_\_  
Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program  
Request Form

I. Agency Information:

Agency Name: Harlan Township Fire and Rescue  
 Address: 9120 Morrow - Rossburg Rd. Pleasant Plain OH, 45162  
 Phone: (513) 877-2727 E-mail chiefvinup@tds.net  
 Agency Administrator: DUSTY Vinup  
 Contact Person: DUSTY Vinup  
 FEIN#: \_\_\_\_\_

II. Program Information: Work for the youth will begin at the worksite on or about 9/17/2021 and continue until on or about 6/30/2021. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
HARLAN TOWNSHIP FIRE DEPT	DUSTY VINUP (513) 877-2727	1-3	18+	From: 8:00 A To: 4:00 P	<input checked="" type="radio"/> Yes <input type="radio"/> No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 FIREHOUSE: Landscaping; pulling weeds, trimming, cleaning up debris.

Worksite #2 FIREHOUSE: CLEANING/CUSTODIAL; cleaning around firehouse and washing fire engines and EMT vehicles.

Worksite #3 \_\_\_\_\_

Worksite #4 \_\_\_\_\_

Worksite #5 \_\_\_\_\_

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

Yes  No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Hedge - trimmers, lawn mowers, weed wackers, etc.

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

Inclement weather plans include; custodial work and interior cleaning.

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

Dave R. King FIRE CHIEF/TWP ADMIN 9-13-21  
 Signature of Worksite Administrator/Title Date

Matt Fetty 9/15/21  
 Date

Matt Fetty, Director, OhioMeansJobs Warren County

## Attachment B

### Minor Labor Laws

**In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:**

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:**

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:**

1. Operating or helping to operate the following power driven tools:
  - a. Circular saws
  - b. Band saws
  - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
  - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1282

Adopted Date September 21, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN A SUBGRANT AWARD AGREEMENT ON BEHALF OF THE GREATER WARREN COUNTY DRUG TASK FORCE

BE IT RESOLVED, to approve and authorize the President of the Board to sign a Subgrant Award Agreement, on behalf of the Greater Warren County Drug Task Force, for the Fiscal Year 2020 Recovery Ohio Law Enforcement Subgrant Number 2020-RO-ETF-R558, as attached hereto and made a part hereof, being funded through the Ohio Department of Public Safety, with the Ohio Office of Criminal Justice Services, as the duly authorized State Agency; and


BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Department of Public Safety, Office of Criminal Justice Services, the Warren County Board of Commissioners has no further obligation to fund this project.

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

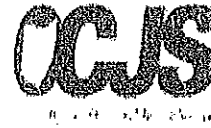
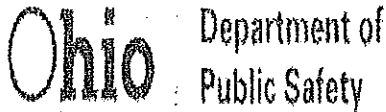
Resolution adopted this 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

sm\

cc: c/a-Ohio Office of Criminal Justice Services  
OGA  
W.C. Drug Task Force (file)  
OCJS  
Auditor's Office-Brenda Quille



Mike DeWine, Governor  
Jonathan H. Winters, Lieutenant Governor

Thomas J. Mikolich, Director  
Bartholomew F. Moore, Executive Director

**SUBGRANT AWARD AGREEMENT**

**Subgrant Number: 2020-RO-ETF-R558**

**Title: Greater Warren County Drug Task Force**

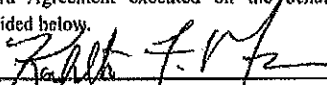
In accordance with the Recovery Ohio Law Enforcement provisions of §373.20, of Am. Sub. H. B. No. 166 of the 133rd Ohio General Assembly, enacted July 18, 2019, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the following Subgrantee a Subgrant as follows:

Subgrantee:	Warren County Commissioners		
Implementing Agency:	Greater Warren County Drug Task Force		
Award Periods:	10/01/2020 to 09/30/2021		
Closeout Deadline:	11/29/2021		
Award Amounts:	OCJS Funds:	\$129,035.99	100%
	Cash Match:	\$0.00	
	Inkind Match:	\$0.00	
	Project Total:	\$129,035.99	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

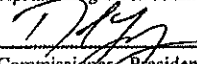
This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.


  
Karlilton F. Moore, Executive Director  
Ohio Office of Criminal Justice Services

9/8/21  
Award Date

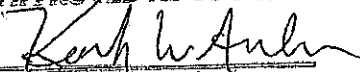
The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

 9-21-21  
County Commissioner - President Date  
Warren County Commissioners

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.

 9/16/21  
Major/Commander Date  
Greater Warren County Drug Task Force

APPROVED AS TO FORM

  
Keith W. Anderson  
Asst. Prosecuting Attorney

**Mission Statement**

to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."



# Resolution

Number 21-1283

Adopted Date September 21, 2021

ENTER INTO A BUSINESS ASSOCIATE AGREEMENT WITH MASON FIRE DISTRICT  
ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to enter into a Business Associate Agreement with Mason Fire District on  
behalf of Warren County Telecommunications.

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—City of Mason  
Telecom (file)

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between City of Mason Fire Department (“Covered Entity”) and Warren County Board of Commissioners on behalf of Warren County Telecommunications (“Business Associate”), effective as of 9.21.21 (“Effective Date”).

### RECITALS

City of Mason Fire Department is a “Covered Entity” as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the HIPAA administrative simplification regulations, 45 C.F.R. Parts 160 and Part 164, Subparts A, C and E (Subpart E, together with the definitions in Subpart A is known as the “Standards for Privacy of Individually Identifiable Health Information” (the “Privacy Rule”) and Subpart C, together with the definitions in Subpart A, is known as the “Security Standards for the Protection of Electronic Protected Health Information” (the “Security Rule”) (the Privacy Rule and the Security Rule are collectively called the “Privacy and Security Rules”).

Covered Entity and Business Associate are parties to an agreement wherein Business Associate shall store, maintain, transfers, and make available in a secure manner certain Protected Health Information on behalf of Covered Entity (“Underlying Agreement”). In connection with Business Associate’s provision of services to Covered Entity, Covered Entity discloses to Business Associate “Protected Health Information” (“PHI”), including “Electronic Protected Health Information” (“ePHI”), as defined in 45 C.F.R. §160.103. Such disclosure results in Business Associate’s use, disclosure, maintenance and/or creation of PHI, including ePHI, on behalf of Covered Entity.

Business Associate’s provision of services to Covered Entity, when coupled with Covered Entity’s disclosure of PHI to Business Associate, makes Business Associate a “business associate” of Covered Entity, as the term is defined in as defined in 45 C.F.R. §160.103.

The purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate Agreement requirements at 45 C.F.R. §§ 164.314(a) and 164.504(e), and to satisfy the provisions of the Health Information Technology for Economic and Clinical Health Act, set forth in Division A, Title XIII, of the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance (collectively, “HITECH”), including the Omnibus Final Rule, that: (i) affect the relationship between a Business Associate and a Covered Entity and which under HITECH and the Omnibus Final Rule require amendments to the Business Associate Agreement; and (ii) enable Covered Entity to comply with the requirement to notify affected individuals in the event of a Breach of Unsecured Protected Health Information.

Covered Entity’s disclosure of PHI to Business Associate, and Business Associate’s use, disclosure and creation of PHI for or on behalf of Covered Entity, is subject to protection and regulation under the Privacy Rule. To the extent such use, disclosure or creation involves ePHI, such ePHI is subject to protection and regulation under the Security Rule. Business Associate acknowledges it shall comply with the Privacy and Security Rules regarding the use and disclosure

of PHI and ePHI, pursuant to this Agreement and as required by HITECH and its implementing regulations.

Therefore, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy Rule, Security Rule, HITECH, and the Omnibus Final Rule.
- (b) "PHI" means "Protected Health Information," as that term is defined in the Privacy and Security Rules. "ePHI" means "Electronic Protected Health Information," as that term is defined in the Privacy and Security Rules. PHI includes PHI that is ePHI as well as PHI that does not constitute ePHI.
- (c) "Unsecured PHI" or "Unsecured Protected Health Information" includes PHI in any form that is not secured through use of a technology or methodology specified in HITECH, those being: (1) encryption for ePHI in accordance with the appropriate NIST standards for data at rest and in transit; or (2) destruction for other forms of PHI.
- (d) "Encryption" means the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, as set forth in 45 CFR 164.304.

2. Scope of Uses and Disclosures by Business Associate.

- (a) In General. Except as otherwise limited in this Agreement or by law, Business Associate may use or disclose PHI provided to Business Associate by Covered Entity to perform the functions, activities, or services for or on behalf of Covered Entity that are specified in the Underlying Agreement, provided that such uses or disclosures would not violate the Privacy Rule if done by a Covered Entity or the Minimum Necessary policies and procedures of Covered Entity.
- (b) Use of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (c) Disclosure of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances, in writing, from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate, in writing, within five (5)

business days, of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Data Aggregation. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- (e) Limitation on Use and Disclosure of PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity, Business Associate agrees to limit disclosures of PHI to the Minimum Necessary (as defined in the Privacy Rule, as modified by HITECH and the Omnibus Final Rule) to accomplish the intended purpose of the use, disclosure or request, respectively, whenever the Privacy Rule limits the use or disclosure in question to the Minimum Necessary.
- (f) Limitation on Remuneration for PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity and to comply with HITECH and the Omnibus Final Rule, Business Associate agrees that it will not receive direct or indirect remuneration for any exchange of PHI not otherwise authorized without individual authorization, unless (i) specifically required for the provision of services under the Underlying Agreement (ii) for treatment purposes; (iii) providing the individual with a copy of his or her PHI; or (iv) otherwise determined by the Secretary in regulations.
- (g) Reporting Violation of Law. Business Associate may use PHI to report a violation of law to appropriate Federal and/or State authorities, consistent with 45 CFR §164.502(j)(1).

3. Obligations of Business Associate.

- (a) In General. Business Associate shall use or further disclose PHI only as permitted or required by this Agreement or as required by law.
- (b) Safeguards. Business Associate shall use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as specifically authorized by this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy addressing the requirements of the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, that are directly applicable to Business Associate; and (ii) periodic and mandatory privacy and security training and awareness for members of Business Associate's Workforce.
- (c) Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that violates the requirements of this Agreement or applicable law.
- (d) Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI that is not sanctioned by this Agreement of which Business Associate becomes aware within five (5) business days.

- (e) Subcontractors. Business Associate shall require subcontractors or agents to whom Business Associate provides PHI to agree, in writing, to comply with the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, to the same extent Business Associate is required to comply.
- (f) Inspection by Secretary. Business Associate shall make available to the Secretary of Health and Human Services Business Associate's internal practices, books and records relating to the use and disclosure of PHI for purposes of determining Covered Entity and Business Associate's compliance with the Privacy and Security Rules, HITECH, and the Omnibus Final Rule, subject to any applicable legal privileges.
- (g) Accounting of Disclosures of PHI. Business Associate shall document disclosures of PHI and information related to those disclosures necessary to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule, as required by HITECH, and provide to Covered Entity, and in the time and manner it reasonably specifies but in no case longer than five (5) business days, the information necessary to make an accounting of disclosures of PHI about an Individual. If PHI is maintained in an Electronic Health Record ("EHR"), Business Associate shall document and maintain documentation of such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in an EHR, as required by HITECH.
- (h) Access to PHI. Business Associate shall provide to Covered Entity, at Covered Entity's request and in the time and manner it reasonably specifies but in no case longer than ten (10) business days, PHI necessary to respond to Individuals' requests for access to PHI about them, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set. If PHI is maintained in an Electronic Health Record, Business Associate shall provide access electronically, upon reasonable request of Covered Entity.
- (i) Amendment to PHI. Business Associate shall, upon receipt of notice from Covered Entity but in no case longer than ten (10) business days, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set.
- (j) Security of PHI. Business Associate shall, as described in HITECH Act §13401, comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule and acknowledges that such provisions apply to Business Associate in the same manner that they apply to Covered Entity. Therefore, Business Associate agrees that it is required to maintain appropriate and reasonable administrative, physical, and technical safeguards, including documentation of the same, so as to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law, including the following:

- (i) Administrative safeguards (implementation of policies and procedures to prevent, detect, contain, and correct security violations; conducting and documentation of risk analysis and risk management);
  - (ii) Physical safeguards (implementation of policies and procedures to limit physical access to PHI or ePHI or electronic information systems and related facilities);
  - (iii) Technical safeguards (implementation of policies and procedures creating and tracking unique user identification, authentication processes, and transmission security);
  - (iv) Policies and procedures to reasonably and appropriately document the foregoing safeguards as required by the Security Rule; and
  - (v) Ensuring that any agent, including any subcontractor, to whom Business Associate provides ePHI agrees, in writing, to comply with these administrative, physical, and technical safeguards, as well as the policies, procedures, and document requirements contained within the Security Rule.
- (k) Encryption of ePHI. Business Associate and its subcontractors, if applicable, will store all PHI and/or ePHI, including all PHI and/or ePHI stored on any portable or laptop computing device or any portable storage medium as part of Business Associate's designated backup and recovery processes, in encrypted form using a commercially supported encryption solution that complies with 74 FR 19006, "Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII" and which has been tested and judged to meet the standards set forth by the National Institute of Standards and Technology in Special Publications 800-111, 800-52, 800-77, 800-113, or others which are Federal Information Processing Standards (FIPS) 140-2 validated, as applicable. Business Associate agrees to encrypt ePHI transmitted by the Business Associate over a public network and agrees that it will only transmit or exchange Protected Health Information using secure HTTPS or SFTP or equivalent.
- (l) Paragraph Not Used.
- (m) Notification of Security Incidents and Breach of Unsecured PHI. Business Associate shall immediately, but in no case longer than five (5) business days following discovery, notify Covered Entity of any actual or suspected Security Incident or Breach of Unsecured Protected Health Information. The notice shall include: (i) the identification of each Individual whose PHI or Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Security Incident or Breach, (ii) a brief description of what happened, including the date of the Security Incident or Breach and the date of the discovery of the Security Incident or Breach, (iii) a description

of the types of PHI or Unsecured PHI that were involved in the Security Incident or Breach, (iv) any preliminary steps taken to mitigate the damage, and (v) a description of any investigatory steps taken. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating a Breach of Unsecured PHI. A Breach shall be treated as discovered by Business Associate as of the first day on which the Breach is known to Business Associate (including any person, other than the Individual committing the Breach, that is an employee, officer, or other agent of Business Associate) or should reasonably have been known to Business Associate to have occurred. Covered Entity shall have the sole right to determine, with respect to a Breach: (i) whether notice is to be provided to Individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or the Department of Health and Human Services, or others as required by law or regulation, in Covered Entity's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to Individuals affected, and the nature and extent of any such remediation. The provision of the notices to affected Individuals, and any remediation which Covered Entity determines is required or reasonably necessary, shall be at Business Associate's sole cost and expense.

4. Term and Termination.

- (a) Term of the Agreement. The term of this Agreement begins on the Effective Date and ends when all of the PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. To the extent it is infeasible for Business Associate to return or destroy the PHI, upon the agreement of Covered Entity, protections shall be extended to that PHI in accordance with the termination provisions in this Section.
- (b) Termination for Breach. Either party may terminate this Agreement if it determines that the other party has breached a material term of this Agreement. Alternatively, the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford an opportunity to cure the material breach. If the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party may immediately thereafter terminate this Agreement.
- (c) Automatic Termination. This Agreement will automatically terminate on the date Business Associate ceases to provide to the services described in the Underlying Agreement.
- (d) Effect of Termination. Upon termination of this Agreement, Business Associate will return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains and will retain no copies of that PHI. However, if this return or destruction is not feasible, upon the agreement of Covered Entity, then Business Associate will extend the protections of this Agreement to the PHI and will limit

further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

5. Agreement. Covered Entity and Business Associate agree to take any reasonable action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy and Security Rules, HITECH, the Omnibus Final Rule and any other implementing regulations or guidance.
6. Insurance. Unless greater coverage is required under any other agreement between Covered Entity and Business Associate, Business Associate shall maintain or cause to be maintained a policy or policies of insurance or self-insurance as shall be necessary, including but not limited to cyber liability with a limit of not less than \$1 million per occurrence, to insure it against any claim or claims for damages arising under this Agreement or from violating Business Associate's own obligations under the HIPAA Rules and any other implementing regulations or guidance, including but not limited to, claims or the imposition of administrative penalties and fines on Business Associate or its subcontractors or agents, if any, arising from the loss, theft, or unauthorized use or disclosure of PHI. Such insurance coverage shall apply to all site(s) of Business Associate and to all services provided by Business Associate or any subcontractors or agents under the Underlying Agreement or this Agreement.
7. Paragraph Not Used.
8. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules, HITECH, and the Omnibus Final Rule.
9. Survival. The obligations of Business Associate under Sections 4(d) and 7 of this Agreement survive any termination of this Agreement.
10. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything in this Agreement confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
11. Independent Contractor Status. Business Associate will be considered, for all purposes, an independent contractor, and Business Associate will not, directly or indirectly, act as agent, servant or employee of Covered Entity or make any commitments or incur any liabilities on behalf of Covered Entity without its express written consent. Nothing in this Agreement shall be deemed to create an employment, principal-agent, or partner relationship between the parties. Except as otherwise specifically stated herein, Business Associate shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement.
12. General Administrative Provisions.
  - (a) Any notices required by this Agreement will be sent to the latest known address of either party by (i) facsimile, email, registered or certified mail or by private delivery



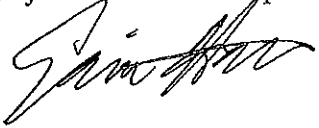
service that provides receipts to the sender and recipient, (ii) personally delivered or (iii) by regular mail. Each party reserves the right to designate an additional address or a separate address for notices to be sent. Notices are deemed given (i) on the date of the facsimile or email transmittal, (ii) the date shown on the registered mail, certified mail or private delivery service receipt, (iii) the date personally delivered, or (iii) two business days after the date of mailing of a notice sent by regular mail.

- (b) Each party agrees to promptly perform any further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or effect its purpose.
- (c) In the event that any of the provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions will not be affected.
- (d) The waiver by a party of any breach of any term, covenant, or condition in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement. A party's subsequent acceptance of performance by the other party shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this Agreement other than the failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of the performance.
- (e) This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether written or oral, pertaining to that subject matter.
- (f) This Agreement may be executed in one or more counterparts, any one of which may be considered an original copy.

COVERED ENTITY:

BUSINESS ASSOCIATE:

City of Mason Fire Department



By: \_\_\_\_\_  
[Printed name]

Title: CITY MANAGER

Date: 9-16-2021

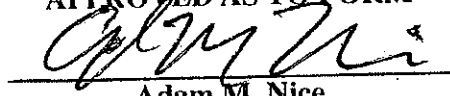
Warren County Board of Commissioners  
on behalf of  
Warren County Telecommunications

By: \_\_\_\_\_  
[Printed name]

Title: President

Date: 9-21-21

**APPROVED AS TO FORM**



**Adam M. Nice  
Asst. Prosecuting Attorney**

# Resolution

Number 21-1284

Adopted Date September 21, 2021

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE INSTALL COMPLETION REPORT FOR MOBILCOMM, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Install Completion Report for Mobilcomm, Inc. installation from Hatfield Tower to Zoar Tower; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Install Completion Report for Mobilcomm, Inc 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 – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Mobilcomm, Inc.  
Telecom (file)



# INSTALL COMPLETION CERTIFICATE

## EXTERNAL SERVICE PARTNER

Install Agreement # <i>FCA-095824005056820</i>	COF FO# / CPQ Quote # <i>0958240050568</i>	Service Partner PO# <i>NP95439691</i>	Service Partner Name <i>Mobilcomm Inc</i>
Customer Name <i>Warren County Telecommunications</i>		Service Partner Contact Name and Email <i>Carol Jackson cjackson@mobilcomm.com</i>	
Qty <i>1</i>	Model Number <i>-</i>	Description of Work <i>Install microwave hop from Hatfield to Zoar</i>	Serial Number(s) <i>-</i>
It is agreed that all major provisions of the project provided by Motorola Solutions, Inc. are complete and ready for the use intended, except for any minor defects and/or punchlist items noted below. You may now invoice us in accordance with the terms of the sales agreement.			
<b>Attach document to the Work Confirmation line in iSupplier</b>			

*\* [Signature]*  
Customer Signature  
(Required for S&L \$50K and greater, and all Federal dollar amounts)

*David G. Yang*  
Print Name

*9-21-21*  
Date

*Carol Jackson*  
Service Partner Signature  
(Required for S&L \$50K and greater, and all Federal dollar amounts)

*Carol Jackson*  
Print Name

*9-8-2021*  
Date

# Resolution

Number 21-1285

Adopted Date September 21, 2021

APPROVE CHANGE ORDER NO. 3 TO THE CONTRACT WITH BUILDING CRAFTS INC. FOR THE CONSTRUCTION OF THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT, PURCHASE ORDER NO. 20001880.

WHEREAS, this Board on June 16, 2020 entered into a Contract with Building Crafts, Inc. for upgrades to the Lower Little Miami Wastewater Treatment Plant.; and

WHEREAS, Warren County Water and Sewer Department is requesting Building Crafts, Inc. to perform additional work items not contained within the Contract; and

WHEREAS, a Change Order and Purchase Order modification is necessary in order to accommodate said changes; and

NOW THEREFORE IT IS RESOLVED:

1. Approve Change Order No. 3 to the Contract with Building Crafts, Inc., increasing Purchase Order No. 20001880 by \$92,468 and creating a new Contract and Purchase Order price in the amount of \$ 2,579,505.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be incorporated into the Contract.
3. That the President of this Board is hereby directed to execute and sign Change Order No. 3 of the Contract with Building Crafts, Inc. for the construction of the Lower Little Miami Wastewater Treatment Plant Improvements Project.

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Building Crafts, Inc.  
Auditor   
Water/Sewer (file)  
Project File



**Warren County  
Water & Sewer Dept.**

406 Justice Drive  
Lebanon, Ohio 45036  
Phone: (513) 695-1377  
FAX (513) 695-2995

# CHANGE ORDER

DATE: September 10, 2021

Change Order Number 3

Project Name: Lower Little Miami Wastewater Treatment Plant Improvements

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
CP08	<u>Treatment Plant Lighting Upgrades</u> Provide the labor, materials, and equipment for the replacement of 160 light fixtures located throughout the treatment plant. (Attachment A)	\$92,468		61 days

Sums of the ADDITIONS and DELETIONS

\$92,468

TOTALS FOR THIS CHANGE ORDER

\$92,468
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Original contract price \$2,350,000


Current contract price adjusted by previous change orders \$ 2,487,037

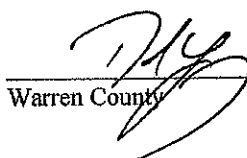
The Contract price due to this change order will be increased by \$92,468.

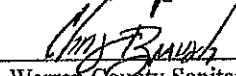
The New contract price including this change order will be \$ 2,579,505

The contract time will be increased by 61 calendar days to a new substantial completion date of December 1, 2021

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

  
Contractor's Signature \_\_\_\_\_ 9/10/21  
Date

  
Warren County \_\_\_\_\_ 9.21.21  
Date

  
Warren County Sanitary Engineer \_\_\_\_\_ 9/14/21  
Date



**BUILDING CRAFTS, INC.**  
Contractors | Engineers

2 Rosewood Drive  
P.O. Box 286  
Wilder, KY 41076

Phone: (859) 781-9500  
Fax: (859) 781-9505

[www.buildingcrafts.com](http://www.buildingcrafts.com)

August 4, 2021  
Warren County Board of Commissioners  
Attn: Chris Brausch  
406 Justice Drive  
Lebanon, OH 45036

Re: Lower Little Miami WWTP Improvements  
Proposal No. 0702-CP08 – Lighting Replacement

Dear Mr. Brausch,

Building Crafts, Inc. submits Proposal No. 0702-CP08 – Lighting Replacement for your consideration. The proposed change order includes all labor required to remove and install 160 lights per Warren County's price quote request. Building Crafts is proposing the cost to do this work is Ninety-Seven Thousand Three Hundred Thirty-Five and 00/100 Dollars (\$97,335.00). Building Crafts, Inc. is also proposing an alternate manufacturer to the requested fixtures. This proposal includes using SOLAIS for the 65-pole mounted and the 45 wall mounted fixtures, as well as, using Hubbell for the 32 fixtures in the garage. The cost for using alternate manufacturers is Ninety-Two Thousand Four Hundred Sixty Eight and 00/100 (\$92,468.00). See attached breakdowns for both proposals.

This is a lump sum proposal that is valid for ten (10) days. Please review this proposal at your earliest convenience and notify us if this proposal is acceptable. Do not hesitate to contact me if you should have any questions on this matter.

Sincerely,  
Building Crafts, Inc.

Mike Dreyer  
Project Manager

Date: June 28, 2021  
 Proposal No: 0702-CP08A  
 Description: Lower Little Lighting Replacement

REFERENCE	ITEM DESCRIPTION	QTY	UNIT	MATERIAL		LABOR		EQUIPMENT		SUBCONTRACT	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Glenwood Proposal	1	LS							\$ 90,000.00	\$ 90,000.00
<b>Subtotals</b>					\$ -		\$ -		\$ -		\$ 90,000.00
Material					\$ -						
Small Tools 5% L					\$ -						
Sales Tax 0.00%					\$ -						
<b>Subtotal - Material</b>					\$ -						
Labor					\$ -						
Superintendent 0.0 hr \$ 65.00					\$ -						
Project Manager 0.0 hr \$ 100.00					\$ -						
Payroll Tax, Insurance, Contributions 27%					\$ -						
<b>Subtotal - Labor</b>					\$ -						
Equipment					\$ -						
<b>Subtotal - Equipment</b>					\$ -						
Subcontract					\$ 90,000.00						
Subcontract Overhead & Profit 5%					\$ 4,500.00						
<b>Subtotal - Subcontract</b>					\$ 94,500.00						
Overhead & Profit 15%					\$ -						
Bonds & Insurance 3.0%					\$ 2,835.00						
<b>Subtotal - OH&amp;P, Bonds, Insurance</b>					\$ 2,835.00						
<b>CHANGE REQUEST TOTAL</b>					\$ 97,335						



Date: June 28, 2021  
 Proposal No: 0702-CP08B  
 Description: Lower Little Lighting Replacement - Alternate

REFERENCE	ITEM DESCRIPTION	QTY	UNIT	MATERIAL		LABOR		EQUIPMENT		SUBCONTRACT		
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
1	Glenwood Proposal - Alternate	1	LS							\$ 90,000.00	\$ 90,000.00	
	Deduct	1	LS							\$ (4,500.00)	\$ (4,500.00)	
<b>Subtotals</b>						\$ -		\$ -		\$ -	\$ 85,500.00	
Material					\$ -							
Small Tools				5% L		\$ -						
Sales Tax				0.00%		\$ -						
<b>Subtotal - Material</b>					\$ -							
Labor					\$ -							
Superintendent				0.0 hr	\$ 65.00	\$ -						
Project Manager				0.0 hr	\$ 100.00	\$ -						
Payroll Tax, Insurance, Contributions				27%		\$ -						
<b>Subtotal - Labor</b>					\$ -							
Equipment					\$ -							
<b>Subtotal - Equipment</b>					\$ -							
Subcontract					\$ 85,500.00							
Subcontract Overhead & Profit				5%		\$ 4,275.00						
<b>Subtotal - Subcontract</b>					\$ 89,775.00							
Overhead & Profit				15%		\$ -						
Bonds & Insurance				3.0%		\$ 2,693.25						
<b>Subtotal - OH&amp;P, Bonds, Insurance</b>					\$ 2,693.25							
<b>CHANGE REQUEST TOTAL</b>					\$ 92,468							

# Resolution

Number 21-1286

Adopted Date September 21, 2021

APPROVE AND ENTER INTO CONTRACT WITH VITALCORE HEALTH STRATEGIES, LLC TO PROVIDE MEDICAL, MENTAL HEALTH, AND DENTAL SERVICES TO THE INMATES AT THE WARREN COUNTY JAIL ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

WHEREAS, pursuant to resolution #21-1038, adopted July 27, 2021, this Board authorized the initiation of negotiations with VitalCore Health Strategies, LLC for medical, mental health, and dental services for the Warren County Jail; and

WHEREAS, all required documentation has been submitted by the contactor; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into contract with VitalCore Health Strategies, LLC, 719 SW Van Buren, Suite 100, Topeka, Kansas 66603, for medical, mental health, and dental services for the Warren County Jail in the amount of \$2,320,487.01; as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, this contract shall remain in full force and effect for a term of one (1) year beginning on October 11, 2021, and ending on October 10, 2022.

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—VitalCore Health Strategies  
Sheriff (file)  
OMB Bid File

**AGREEMENT BETWEEN WARREN COUNTY AND VITALCORE HEALTH STRATEGIES, LLC  
FOR INMATE MEDICAL SERVICES, WARREN COUNTY JAIL**

This agreement is made on the 21 day of September, 2021, by and between VitalCore Health Strategies, LLC, (hereinafter referred to as "VitalCore") and the Warren County Board of County Commissioners, on behalf of the Warren County Sheriff (hereinafter referred to as the "County") for Medical, Mental Health, and Dental Services to be provided in the Warren County Jail, located at 822 Memorial Drive, Lebanon, Ohio 45036 (hereinafter the "Facility" or "Jail.").

WHEREAS, pursuant to R.C. 307.86(M) and R.C. 307.862 a Request for Proposals was issued for procurement of inmate medical, dental, and mental health care services in the Facility; and,

WHEREAS, the County received statements of proposals, conducted negotiations, and determined the best interests of County will be served by awarding a contract to VitalCore to provide the procured medical services at the Facility;

NOW THEREFORE, in consideration of the mutual agreements contained below, County and VitalCore agree as follows:

**ARTICLE I**  
**CONTRACT DOCUMENTS**

- 1.0 The contract between the County and VitalCore consists of this Contract and Exhibit A, a three-page exhibit attached hereto, which includes: (1) the Warren County Jail Staffing Plan – FINAL; (2) the Direct Labor for Base Year – Warren County Jail – FINAL; and (3) Annual Allocations – Warren County Jail – FINAL.
- 1.1. Unless specifically enumerated in this Agreement, the Contract Documents do not include the advertisement or request for proposals, instructions to bidders, sample contracts or other information furnished by the County in anticipation of receiving bids or proposals, or VitalCore's bid or proposal.
- 1.2. The Contract Documents form the entire Contract between the parties. The Contract represents the entire and integrated agreement between the parties and supersedes any prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written amendment duly executed by both parties to the Contract.

[Intentionally blank]

**ARTICLE II**  
**TERM & TERMINATION**

- 2.0. The original term of this Contract shall be for a twelve-month period beginning October 11, 2021 and shall terminate October 10, 2022. The Contract may be renewed for additional one (1) year terms, upon the terms and conditions set forth herein and pursuant to the pricing increases outlined in Exhibit A, unless written notice is sent by either party at least sixty (60) days prior to the end of the original term or each successive term thereafter.
- 2.1. TERMINATION FOR CAUSE OR CONVENIENCE. In addition to the option for nonrenewal as outlined in section 2.0., this Contract may be terminated under the conditions outlined in this section.
- 2.1.1. The parties acknowledge and agree that this Contract shall be subject to annual appropriations by the Warren County Board of County Commissioners. If future funds are not appropriated for this Contract, and upon exhaustion of existing funding, the County may terminate this Contract without penalty or liability, by providing a minimum of thirty (30) days advance written notice to VitalCore.
- 2.1.2. The County reserves the right to terminate this Contract immediately upon written notification to VitalCore in the event that VitalCore discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.
- 2.1.3. The Contract may be terminated for cause by VitalCore upon failure of the County to comply with any provision of this Contract and upon sixty (60) days advance written notice to the County specifying the termination effective date and identifying the basis for termination. The County shall pay for services satisfactorily rendered up to the date of termination. Upon receipt of the written notice, the County shall have ten (10) days to provide a written response to VitalCore. If the County provides a written response to VitalCore which provides an adequate explanation for the basis for termination and the County cures the basis for termination to the satisfaction of VitalCore, the sixty (60) day notice shall become null and void and this Contract will remain in full force and effect. Termination under this provision shall be without penalty to VitalCore.
- 2.1.4. The Contract may be terminated for cause by the County upon failure of VitalCore to comply with any provision this Contract and upon sixty (60) days

advance written notice to VitalCore specifying the termination effective date and identifying the basis for termination. The County shall pay for services satisfactorily rendered up to the date of termination. Upon receipt of the written notice, VitalCore shall have ten (10) days to provide a written response to the County. If VitalCore provides a written response to the County which provides an adequate explanation for the basis for termination and VitalCore cures the basis for termination to the satisfaction of the County, the sixty (60) day notice shall become null and void and this Contract will remain in full force and effect. Termination under this provision shall be without penalty to the County.

2.1.5. Notwithstanding anything to the contrary, the County or VitalCore may, without prejudice to any other rights it may have under this Contract or otherwise, terminate this Contract for convenience and without cause by giving ninety (90) days advance written notice to the other party.

2.2. Upon termination of this Contract, VitalCore will not remove any medications, supplies, or equipment from the facility that have been specifically purchased for the performance of the contract. VitalCore shall be allowed to remove its other property from the facility, including its computers, proprietary Policies and Procedures, Manuals, Training Material, and Forms, and County agrees to maintain as confidential all VitalCore materials, documents or reports marked as confidential or proprietary, to the extent permitted by applicable law. Upon termination of this Contract, all inmate medical records maintained by VitalCore shall be delivered to the County Sheriff, as property of the Warren County Sheriff's Office.

**ARTICLE III**  
**PAYMENT**

3.0. Payments shall be based on VitalCore's Cost Proposal, incorporated herein as Exhibit A. The contract price stated for Year one shall extend to and cover all services rendered up to and including October 10, 2022.

Should the parties elect to renew the agreement for an additional term after Year one, pricing shall increase for additional contract years as follows:

	<b>Warren County Jail</b>
<b>Year One</b>	<b>\$2,320,487.01</b>
	<b>*Potential One-Year Renewals</b>
<b>Year Two*</b>	<b>\$2,378,499.19</b>
<b>Year Three*</b>	<b>\$2,437,961.66</b>
<b>Year Four*</b>	<b>\$2,498,910.71</b>

<b>Year Five*</b>	<b>\$2,561,383.47</b>
-------------------	-----------------------

- 3.1. Payments to VitalCore on an annual basis shall be made in twelve (12) monthly payments pursuant to a billing statement submitted by VitalCore. Monthly invoices from VitalCore shall be submitted to the County on or before the fifth day of each month prior to the month of service. The County payment terms will be net thirty (30) days from receipt of invoice.

**ARTICLE IV**  
**SCOPE OF SERVICES**

- 4.0. VitalCore shall administer all health care services, to include medical, dental, and mental health services, and related administrative services to individuals while they are incarcerated at the Warren County Jail facility, located at 822 Memorial Drive, Lebanon, Ohio 45036, pursuant to the staffing plan attached hereto as Exhibit A.
- 4.1. VitalCore shall maintain policies and operations that meet or exceed the standards established by the National Commission on Correctional Health Care (NCCHC), both essential and important, in order to maintain compliance with the County's current NCCHC accreditation. VitalCore shall also maintain policies and operations that meet or exceed the standards established by the American Correctional Association (ACA), the Bureau of Adult Detention, the Prison Rape Elimination Act (PREA) regulations, and all Ohio Jail Standards, to include section 5120:1-8-09 of the Ohio Administrative Code relating to Medical/Mental Health of the Ohio Jail Standards. VitalCore shall maintain appropriate and current certifications to evidence compliance with the above-listed standards where applicable at all times during the term of this Contract.
- 4.2. STAFFING. VitalCore shall, at a minimum, provide medical staffing in the Warren County Jail consistent with the staffing plan incorporated herein as Exhibit A.
  - 4.2.1. VitalCore shall provide the services of a Medical Director who will serve as the designated health authority with responsibility for health and mental health care services. The Medical Director shall be a physician who is credentialed by all appropriate agencies. VitalCore will continue inmates on Buprenorphine medications for opioid use disorders when they enter the facility if they have been taking Buprenorphine through an opioid use disorder program in the community. VitalCore will not initiate opioid use disorder treatment in the facility unless agreed to by an amendment to this contract.
  - 4.2.2. VitalCore warrants that all medical professionals and personnel involved in fulfilling its obligations and staffing requirements under this Contract shall remain appropriately credentialed and, where required by a state licensing

agency or board, such personnel shall remain licensed and in good standing with the State of Ohio. If at any time VitalCore becomes aware of any lapse or suspension of certification or licensure for any of its personnel performing obligations under this Contract, VitalCore shall immediately notify the County and shall immediately substitute an appropriately certified or licensed staff member to fulfill the duties performed by the uncredentialed personnel.

4.2.3. All medical professionals and personnel employed by VitalCore who are involved in fulfilling VitalCore's obligations under this Contract shall undergo County-approved background screening procedures, complete required security trainings, and comply with applicable security protocols, as established by the County.

4.3. INTAKE. VitalCore shall arrange for, conduct, and bear the cost of all health screenings upon an inmate or detainee's admission to the Facility in accordance with clinically-developed procedures adopted by the Medical Director, in full compliance with the NCCHC standards and applicable state and federal law.

4.4. GENERAL ON-SITE TREATMENT. VitalCore shall arrange for, conduct and bear the cost of all general health care treatment, which is to be administered at the Facility ("on-site") to the extent reasonably possible, including but not limited to the following:

4.4.1. Twenty-four-hour emergency medical, dental, and mental health services;

4.4.2. Daily (seven days per week) sick call;

4.4.3. Daily medication administration ("med pass");

4.4.4. On site small procedures not requiring transport, such as stitching of small lacerations, IV treatments, or boil lancing;

4.4.5. Daily complaint and/or grievance procedure;

4.4.6. Infectious disease control program in compliance with essential NCCHC standards;

4.4.7. Appropriate and timely prenatal, delivery, and postpartum care for pregnant inmates;

4.4.8. All health aspects of the emergency response plan relating to emergency medical care, including but not limited to first aid and basic life support;

- 4.4.9. Dietician nutritionist services for prescription, modification, and monitoring of all special nutritional and medical diets;
  - 4.4.10. Treatment and observation of intoxication and detoxification;
  - 4.4.11. Pathology and radiology services (also known as laboratory and x-ray services).
- 4.5. DENTIST. The County shall provide a dedicated space and dentistry equipment at the Facility. VitalCore shall provide dental and oral care, including but not limited to examinations, x-rays, diagnosis, extractions, temporary fillings, and treatment plans under the direction and supervision of a dentist appropriately licensed in the State of Ohio. The dentist shall be available on site pursuant to the staffing requirements outlined in Exhibit A.
- 4.6. MENTAL HEALTH. VitalCore shall immediately refer inmates evidencing signs of mental illness or developmental disability to qualified mental health personnel pursuant to the screening and intake provisions in Section 4.3 of this Contract and pursuant to policies developed by the Medical Director, including a Suicide Prevention Program developed in compliance with essential NCCHC and State Jail Standards. VitalCore shall maintain staffing of mental health and behavioral health clinicians and other relevant personnel at a minimum pursuant to Exhibit A.
- 4.7. PHARMACY. The County shall provide a dedicated and secure pharmacy at the Facility. VitalCore shall staff, operate, and maintain the pharmacy, including ordering of all necessary pharmaceuticals and handling of incoming medications in compliance with all applicable federal and state laws, including Ohio State Pharmacy Board regulations. The County shall be responsible for the cost of all pharmaceuticals. VitalCore shall review and verify invoices received from the County's contracted pharmaceutical provider then forward the invoices to the County for payment.
- 4.8. EXTERNAL CARE PROVIDERS. VitalCore shall provide on-site services pursuant to this Contract to the extent reasonably possible.
- 4.8.1. If the Medical Director determines that services cannot reasonably be provided on site, VitalCore shall make referral and arrange for treatment of inmates with external care providers as determined by the Medical Director.
  - 4.8.2. The County shall provide security as necessary and appropriate in connection with transportation of inmates to and from off-site services as requested by VitalCore. The County shall bear the cost of all off-site treatment.



- 4.8.3. Notwithstanding the foregoing, VitalCore shall provide administration and management of off-site medical services on behalf of the County, including but not limited to arranging for and managing all billing adjustments and disputes pursuant to applicable state and federal Medicaid laws and Ohio Administrative Code § 5160:1-1-03 for individuals receiving off-site services. The County will be responsible for the payment of all off-site services following receipt of invoices from VitalCore that have been reviewed and cleared as appropriate for payment.
- 4.9. EQUIPMENT & SUPPLIES. With the exception of dental equipment as outlined in section 4.5 of this Contract, VitalCore shall provide and bear all costs of providing, maintaining, replenishing, and refilling medical supplies and equipment required to administer the terms of this Contract. VitalCore shall also be responsible for providing, maintaining, replenishing, and refilling all office equipment and supplies necessary for operation of the medical unit. VitalCore shall make emergency medical equipment and supplies available at all times and replenish as needed, to include automatic external defibrillators (AEDs). VitalCore shall train all personnel responsible for use of its emergency medical equipment.
- 4.10. MEDICAL WASTE. VitalCore shall arrange for and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this Contract in accordance with all applicable state laws and OSHA-regulated standards.
- 4.11. MEDICAL RECORDS. VitalCore shall maintain, cause, or require the maintenance of complete and accurate medical records for inmates who have received health care services. VitalCore shall bear the cost of an electronic medical records management system and integration with the County jail management system, to include installation and maintenance.
- 4.11.1. Medical records shall be kept separate from inmates' confinement records. A complete copy of the individual medical record shall be available to accompany each inmate who is transferred from the Facility to an external care provider or transferred to another facility or institution. Likewise, individual medical records shall be retained, so as to reactivate a prior medical record if an inmate returns to the Facility.
- 4.11.2. VitalCore shall keep medical records confidential and only accessible to personnel designated by the Medical Director. Correctional staff may be advised of inmates' health or mental health status only to preserve the health and safety of the inmate, other inmates, jail staff, and in accordance with state and federal laws. VitalCore shall not release any information contained in any medical record except as required by published Facilities policies, by a court order, or by applicable law.

4.11.3. COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The parties and their respective employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA"), the HI TECH Act and any State health information privacy laws, to the extent they are applicable. The parties shall execute a Business Associate agreement relating to the sharing of information protected under HIPAA, and both VitalCore and the County shall implement policies and/or procedures in compliance with such laws.

4.12. TRAININGS. VitalCore shall conduct an ongoing health and mental health education and training program for the County deputies and correctional staff in accordance with the needs mutually established by the County and VitalCore.

**ARTICLE V**  
**COUNTY'S DUTIES AND OBLIGATIONS**

5.0. COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. VitalCore shall identify to the County those members of the inmate population with medical or mental health conditions which may be worsened as a result of being incarcerated at the detention facility or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the County shall make every effort to have such an inmate/detainee released, transferred, or otherwise removed from the correctional setting.

5.1. RECORD ACCESS. During the term of this Contract, and for a reasonable time following the termination of this Contract, the County shall provide VitalCore, at VitalCore's request, the County and/or detention facility's records (including medical records) relating to the provision of health care services to the inmate population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the inmate population (to the extent the County or Jail has control of, or access to, such records). VitalCore may request such records in connection with the investigation of, or defense of, any claim by a third party related to VitalCore's conduct or to prosecute a claim against a third party. Any such information provided by the County to VitalCore that the County considers confidential shall be kept confidential by VitalCore, and shall not, except as may be required by law, be distributed to any third party without prior written approval by the County.

5.2. USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. Inmates/detainees of the Jail shall not be employed or otherwise engaged or utilized by either VitalCore or the County in rendering any health care services to the facility population, provided however, that inmates/detainees may be used in positions not

involving the rendering of health care services directly to the inmate population and not involving access to inmate population records, in accordance with NCCHC standards.

- 5.3. SECURITY OF THE JAIL AND CONTRACTOR. VitalCore and the County understand that adequate security services are necessary for the safety of the agents, Employees, and subcontractors of VitalCore, as well as for the security of the inmate population and County's staff, consistent with a correctional setting. The County shall provide security sufficient to enable VitalCore, its health care employees, agents, and/or subcontractors to safely provide the health care services described in this Contract. VitalCore, its health care employees, agents and/or subcontractors shall follow all security procedures of the County while at the Jail or other premises under the County's direction or control. However, any VitalCore health care employee, agent, and/or subcontractor may, at any time, refuse to provide any service required under this Agreement if such person reasonably feels that the current safety services are insufficient. VitalCore shall not be liable for any loss or damages resulting from VitalCore's health care employees, agents, and/or subcontractors' failure to provide medical services due to insufficient security services.
- 5.4. POLICIES AND PROCEDURES. VitalCore, its health care employees, agents, and/or subcontractors shall operate within the requirements of the County's posted security Policies and Procedures, which impact the provision of medical services.

A complete set of said Policies and Procedures shall be maintained by the County and made available for inspection by VitalCore at the Jail, and VitalCore may make a reasonable number of copies of any specific section(s) it wishes using the County's photocopy equipment and paper. Any Policy or Procedure that may impact the provision of health care services to the inmate population, which has not been made available to VitalCore, shall not be enforceable against VitalCore unless otherwise agreed upon by both parties.

Any modification of the posted Policies and Procedures shall be timely provided to VitalCore. VitalCore, its health care employees, agents, and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to VitalCore.

In the interest of both Facility security and appropriate medical and mental health services delivery, the Medical Director and the County shall cooperate to develop or revise County policies and procedures to align with clinical decision-making on the part of VitalCore employees and contractors, whether as expressed by VitalCore's Health Services Policies and Procedures, or otherwise.

- 5.5. **DAMAGE TO EQUIPMENT.** VitalCore shall not be liable for loss of or damage to equipment and supplies of VitalCore, its agents, employees, or subcontractors if such loss or damage was caused by the sole negligence of the County's employees.
- 5.6. **SECURE TRANSPORTATION.** The County shall provide security as necessary and appropriate in connection with the transportation of members of the inmate population to and from off-site services including, but not limited to specialty services, hospitalization, pathology, and radiology services as requested by VitalCore. VitalCore shall coordinate with the County for transportation to and from the off-site services provider or hospital.
- 5.7. **NON-MEDICAL CARE OF FACILITY POPULATION.** It is understood that the County shall provide for all the non-medical personal needs and services of the inmate population as required by law. VitalCore shall not be responsible for providing, or liable for failing to provide, non-medical services to the inmate population including, but not limited to daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 5.8. **FACILITY INMATE POPULATION INFORMATION.** In order to assist VitalCore in providing the best possible health care services to the inmate population, the County shall provide, as needed, subject to applicable law, information pertaining to any particular inmate or population segment or aggregate that VitalCore and the County mutually identify as reasonable and necessary for VitalCore to adequately perform its obligations under this Contract.

**ARTICLE VI**  
**DEFENSE and INDEMNIFICATION**

- 6.0. VitalCore agrees to defend, indemnify, and hold harmless the County, the Warren County Sheriff, and any and all County officers, agents, and employees from and against any and all claims, actions, lawsuits, demands, and expenses, and liabilities of any kind whatsoever, including court costs and attorney fees, based upon or arising out of any act, conduct, misconduct, or omission of VitalCore, its agents, employees, or independent contractors in connection with the work to be performed under this Contract, or nonperformance of its duties under this Contract. The County agrees to promptly notify VitalCore in writing of any claim or lawsuit of which it becomes aware and shall fully cooperate in the defense of such claim. Upon written notice of the claim, VitalCore shall take all steps necessary to promptly defend and protect the County and the County Sheriff from an indemnified claim, including retention of defense counsel, and VitalCore shall retain sole control of the defense while the action is pending, to the extent allowed by law.

**ARTICLE VII**  
**INSURANCE**

- 7.0. VitalCore shall support the defense and indemnification above by, at VitalCore's sole expense, procuring and maintaining the following coverage and limits of insurance:
- 7.0.1. MEDICAL MALPRACTICE/ PROFESSIONAL LIABILITY insurance in an amount not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
- 7.0.2. COMPREHENSIVE GENERAL (PUBLIC) LIABILITY insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 7.0.3. VitalCore shall carry Worker's Compensation insurance as required by Ohio state law to cover all personnel employed by VitalCore for the performance of this Contract.
- 7.1. By endorsement to the Comprehensive General (Public) Liability coverage, Warren County, the Warren County Sheriff, and the Warren County Jail shall be named as additional insured parties with the same primary coverage as the principal insured.
- 7.3. VitalCore shall provide the County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Such certificates shall provide that the insurer notify the County in writing should any of the above-described policies be canceled before the expiration date thereof, to be mailed by the insurer to the County not less than thirty (30) days prior to said cancellation date. VitalCore shall also deliver to the County, at least fifteen (15) days prior to the expiration date of each policy or policies certificates for the renewal policies of the insurance coverage required herein.

**ARTICLE VIII**  
**MISCELLANEOUS**

- 8.0. GOVERNING LAW. This Contract shall be construed and enforced in accordance with the laws of the State of Ohio, notwithstanding any contrary result under the rules governing conflicts of laws. The venue for any action arising out of this Contract shall lie exclusively in Warren County Court of Common Pleas of Warren County, Ohio.
- 8.1. INDEPENDENT CONTRACTORS. It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Contract. Nothing in this Agreement shall be construed to create an agency relationship, an employer--employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or methods by which VitalCore, its

employees, agents, or subcontractors perform hereunder, or VitalCore to exercise control or direction over the manner or methods by which the County, and their employees, agents or subcontractors perform hereunder, other than as provided in this Contract.

- 8.2. **SUBCONTRACTING.** In performing its obligations under the Contract, it is understood that VitalCore is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements VitalCore may engage physicians or other clinicians as independent contractors ("Contract Professionals") rather than employees, in order to supply the clinical services required under this Contract. VitalCore shall engage Contract Professionals that meet the applicable professional licensing requirements and VitalCore shall exercise administrative supervision over such Contract Professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Contract in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that VitalCore may subcontract for specialized services such as medical supplies, radiology, laboratory, and other services or supplies which it is required to provide under this Contract.
- 8.3. **AGENCY.** Notwithstanding any other provision of this Contract, for purposes of asserting any statutory rights afforded to the County or the facility to pay providers for medical services at certain reduced rates, County designates VitalCore as its agent to assert such rights and privileges.
- 8.4. **EQUAL EMPLOYMENT OPPORTUNITY.** VitalCore will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age, or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. VitalCore will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral, and selection of job applicants and to prospective job applicants.
- 8.5. **WAIVER.** The waiver of either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
- 8.6. **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that VitalCore is neither bound by or aware of any other existing contracts to which the County is a party and which relate to the provision of health care to inmates/detainees

at the facility, with the exception of pharmaceuticals. The parties agree that they have not entered into this Contract for the benefit of any third person or persons, and it is their express intention that this Contract is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

- 8.7. **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, Acts of God, or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues, so long as the affected party notifies the other party when the Force Majeure event occurs and uses its best efforts to resume performance promptly after the Force Majeure event.
- 8.8. **ASSIGNMENT.** Except as otherwise provided herein, no party to this Contract may assign any of its rights or delegate any of its duties under this Contract without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 8.9. **NOTICES.** Any notice of termination, requests, demands or other communications under this Contract shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative of the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

If for VitalCore:

Viola Rigglin, CEO  
VitalCore Health Strategies, LLC  
719 SW Van Buren, Suite 100  
Topeka, Kansas 66603  
FAX: (785) 408-5617

If for the County:

Sheriff Larry L. Sims  
Warren County Sheriff's Office 822 Memorial Drive  
Lebanon, Ohio 45036  
FAX: 513-695-1286

Such address may be changed from time to time by either party by providing written notice as provided above.

- 8.10. **SURVIVAL.** The provisions concerning and pertaining to termination, insurance, and indemnification will survive any termination or expiration of the Contract.
- 8.11. **COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 8.12. **HEADINGS.** Headings and titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand, or otherwise affect the provisions to which they relate.
- 8.13. **SEVERABILITY.** In the event that any one or more provisions of this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, which shall be construed and enforced as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 8.14. **ENTIRE AGREEMENT; AMENDMENT OR MODIFICATION.** This Agreement and the other Contract Documents set forth above, constitute the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter hereof. This Contract may be amended or modified at any time, but only with the written consent of all parties.
- 8.15. **PUBLIC RECORDS.** The parties acknowledge that the County is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the County's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Contract may be subject to disclosure under the Ohio Public Records Laws. The County shall have no duty to defend the rights of VitalCore or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the County will promptly notify VitalCore in accordance with paragraph 8.9 of this Contract of its intent to release records to the requestor, so as to



provide VitalCore with reasonable opportunity to review and respond to the request. Said notification shall relieve the County of any further obligation under any claim of VitalCore or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. VitalCore and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

[Intentionally blank]

**ARTICLE IX**  
**EXECUTION**

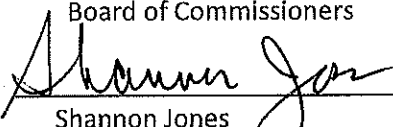
Each signatory individual certifies that he or she is the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Contract on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

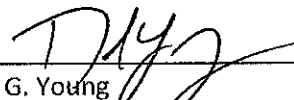
IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date indicated by each signature line below:

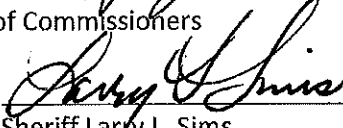
**SIGNATURES**

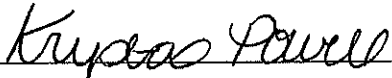
Warren County:

By:  9-21-21  
Tom Grossmann Date  
Board of Commissioners

 9-21-21  
Shannon Jones Date  
Board of Commissioners

 9-21-21  
David G. Young Date  
Board of Commissioners

Approved by:  9-10-2021  
Sheriff Larry L. Sims Date

Attested by:  9-21-21

Tina Osborne  
Clerk of the Board

Date

VITAL CORE HEALTH STRATEGIES, LLC

By: *Viola Riffin*  
Viola Riffin  
Chief Executive Officer

*September 1, 2021*  
Date


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



**Warren County Jail Staffing Plan - FINAL**

Position	FTE	Backfill	Hours	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				7:00 a.m. to 7:30 p.m.							7:00 p.m. to 7:30 a.m.						
		0.1 of FTE															
Health Services Administrator (RN)	1.00		40		8	8	8	8	8								
Administrative Assistant/Medical Records Clerk	1.00		40		8	8	8	8	8								
Medical Director (Physician)	0.10	0.01	4			4											
APRN	0.30	0.03	12		4		4		4								
Dentist	0.10	0.01	4				4										
Dental Assistant	0.10	0.01	4				4										
Psychiatrist	0.10	0.01	4		4												
Psychiatric APRN	0.10	0.01	4						4								
Therapist - MSW	1.00	0.10	40		8	8	8	8	8								
Crisis Therapist - LCSW	2.40	0.24	96	8	16	16	16	16	16	8							
SUD Therapist - LCDCIII	1.00	0.10	40		8	8	8	8	8								
Director of Nursing AHSA	1.00		40		8	8	8	8	8								
Charge RN	4.20	0.42	168	12	12	12	12	12	12	12	12	12	12	12	12	12	12
LPN	8.40	0.84	336	24	24	24	24	24	24	24	24	24	24	24	24	24	24
<b>Total</b>	<b>20.80</b>	<b>1.78</b>	<b>832</b>	<b>44</b>	<b>100</b>	<b>96</b>	<b>104</b>	<b>92</b>	<b>100</b>	<b>44</b>	<b>36</b>	<b>36</b>	<b>36</b>	<b>36</b>	<b>36</b>	<b>36</b>	<b>36</b>
Backfill	1.78			Hrs/WK DAY = 580. = 14.5							Hrs/WK NIGHT = 252. = 6.3						
<b>Total with Backfill</b>	<b>22.58</b>																

Essential positions that will be backfilled are identified in lavender shading.

	Direct Labor for Base Year - Warren County Jail - FINAL											
	Regular Hours			Night Shift Differential		Back Fill			Total Labor Hour Cost	Total Benefit Percent 20%	Labor Overhead 1%	Total Annual Direct Labor
	Estimated Labor Hours Auto Imported from Tab2	Regular Hourly Rate \$	Regular Hours Cost	Estimated Night Shift Hours**	Night Shift Differential Cost* Differential Rate \$2.00	Backfill Hours 0.10 of FTE	Regular Hourly rate	Back Fill Costs				
Health Services Administrator (RN)	40	\$ 50.00	\$ 2,000.00		\$ -		\$ 50.00	\$ -	\$2,000.00	\$400.00	\$24.00	\$2,424.00
Administrative Asst./Medical Records Clerk	40	\$ 22.00	\$ 880.00		\$ -		\$ 22.00	\$ -	\$880.00	\$176.00	\$10.56	\$1,066.56
Medical Director (Physician)	4	\$ 150.00	\$ 600.00		\$ -	0.40	\$ 150.00	\$ 60.00	\$660.00		\$6.60	\$666.60
APRN	12	\$ 75.00	\$ 900.00		\$ -	1.2	\$ 75.00	\$ 90.00	\$990.00		\$9.90	\$999.90
Dentist	4	\$ 125.00	\$ 500.00			0.40	\$ 125.00	\$ 50.00	\$550.00		\$5.50	\$555.50
Dental Assistant	4	\$ 22.00	\$ 88.00			0.40	\$ 22.00	\$ 8.80	\$96.80		\$0.97	\$97.77
Psychiatrist	4	\$ 175.00	\$ 700.00			0.4	\$ 175.00	\$ 70.00	\$770.00		\$7.70	\$777.70
Psychiatric APRN	4	\$ 85.00	\$ 340.00		\$ -	0.4	\$ 85.00	\$ 34.00	\$374.00		\$3.74	\$377.74
Therapist - MSW	40	\$ 33.00	\$ 1,320.00		\$ -	4	\$ 33.00	\$ 132.00	\$1,452.00	\$290.40	\$17.42	\$1,759.82
Crisis Therapist - LCSW	96	\$ 35.00	\$ 3,360.00		\$ -	9.6	\$ 35.00	\$ 336.00	\$3,696.00	\$739.20	\$44.35	\$4,479.55
SUD Therapist - LCDCIII	40	\$ 32.00	\$ 1,280.00		\$ -	4	\$ 32.00	\$ 128.00	\$1,408.00	\$281.60	\$16.90	\$1,706.50
Director of Nursing AHSA	40	\$ 45.00	\$ 1,800.00		\$ -		\$ 45.00	\$ -	\$1,800.00	\$360.00	\$21.60	\$2,181.60
Charge RN	168	\$ 35.00	\$ 5,880.00	84	\$ 168.00	16.8	\$ 35.00	\$ 588.00	\$6,636.00	\$1,327.20	\$79.63	\$8,042.83
LPN	336	\$ 28.00	\$ 9,408.00	252	\$ 504.00	33.6	\$ 28.00	\$ 940.80	\$10,852.80	\$2,170.56	\$130.23	\$13,153.59
	832											
											Weekly	\$38,289.67
Total FTE =	20.80										Yearly	\$1,979,487.01
This document is Confidential and Proprietary to VitalCore.												

Annual Allocations - Warren County Jail - FINAL

Annual Allocation Year 1		
Description	499	
Staffing	\$ 1,979,487.01	
Employee Education, Recruiting, Orientation	\$ 4,000.00	
Lab, Diagnostics and on-site services	\$ 48,000.00	
Medical Supplies	\$ 48,000.00	
Pharmacy (County Provides)		
Out of Facility Care (County Provides)		
Insurance	\$ 55,000.00	
Administration, Overhead and Margin	\$ 144,000.00	
Software Licenses, EMR, Training, and Telehealth	\$ 42,000.00	
<b>Total Annual Cost by Population:</b>	<b>\$ 2,320,487.01</b>	

Annual Allocation Year 2		
Description	499	
Staffing	\$ 2,028,974.19	
Employee Education, Recruiting, Orientation	\$ 4,100.00	
Lab, Diagnostics and on-site services	\$ 49,200.00	
Medical Supplies	\$ 49,200.00	
Pharmacy (County Provides)	\$ -	
Out of Facility Care (County Provides)	\$ -	
Insurance	\$ 56,375.00	
Administration, Overhead and Margin	\$ 147,600.00	
Software Licenses, EMR, Training, and Telehealth	\$ 43,050.00	
<b>Total Annual Cost by Population:</b>	<b>\$ 2,378,499.19</b>	

Annual Allocation Year 3		
Description	499	
Staffing	\$ 2,079,698.54	
Orientation	\$ 4,202.50	
Lab, Diagnostics and on-site services	\$ 50,430.00	
Medical Supplies	\$ 50,430.00	
Pharmacy (County Provides)	\$ -	
Out of Facility Care (County Provides)	\$ -	
Insurance	\$ 57,784.38	
Administration, Overhead and Margin	\$ 151,290.00	
Software Licenses, EMR, Training, and Telehealth	\$ 44,126.25	
<b>Total Annual Cost by Population:</b>	<b>\$ 2,437,951.65</b>	

Annual Allocation Year 4		
Description	499	
Staffing	\$ 2,131,691.00	
Employee Education, Recruiting, Orientation	\$ 4,307.56	
Lab, Diagnostics and on-site services	\$ 51,690.75	
Medical Supplies	\$ 51,690.75	
Pharmacy (County Provides)	\$ -	
Out of Facility Care (County Provides)	\$ -	
Insurance	\$ 59,228.98	
Administration, Overhead and Margin	\$ 155,072.25	
Software Licenses, EMR, Training, and Telehealth	\$ 45,229.41	
<b>Total Annual Cost by Population:</b>	<b>\$ 2,498,910.71</b>	

Annual Allocation Year 5		
Description	499	
Staffing	\$ 2,184,983.28	
Employee Education, Recruiting, Orientation	\$ 4,415.25	
Lab, Diagnostics and on-site services	\$ 52,983.02	
Medical Supplies	\$ 52,983.02	
Pharmacy (County Provides)	\$ -	
Out of Facility Care (County Provides)	\$ -	
Insurance	\$ 60,709.71	
Administration, Overhead and Margin	\$ 158,949.06	
Software Licenses, EMR, Training, and Telehealth	\$ 46,360.14	
<b>Total Annual Cost by Population:</b>	<b>\$ 2,561,383.47</b>	

% Increase From Year 1

2.5%  
2.5%  
2.5%  
2.5%  
2.5%  
2.5%  
2.5%  
2.5%  
2.5%

% Increase From Year 3

2.5%  
2.5%  
2.5%  
2.5%  
2.5%  
2.5%  
2.5%

% Increase From Year 4

2.5%  
2.5%  
2.5%  
2.5%  
2.5%  
2.5%  
2.5%

THE COST FOR GEORGE WASHINGTON UNIVERSITY TELEHEALTH SERVICES FOR THIS FACILITY PER YEAR - \$12,000.00 INCLUDED IN THE SOFTWARE SECTION.

# Resolution

Number 21-1287

Adopted Date September 21, 2021

ENTER INTO AN EXCLUSIVE AND PERMANENT DRAINAGE EASEMENT WITH LARRY F. LEWIS FOR THE UNION ROAD BRIDGE #33-5.16 REHABILITATION PROJECT

WHEREAS, in order to improve Union Road, it is necessary to construct a bridge rehabilitation project and in order to do this work it is necessary to enter onto property, which is owned by Larry F. Lewis, a married man, grantor; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and permanent drainage easement from the property owner; and

WHEREAS, the land for the exclusive and permanent drainage easement is as follows;

Exclusive and Permanent Drainage Easement – Exhibits A & B – 0.015 acres

WHEREAS, the negotiated price for the exclusive and permanent easement is \$550.00; and


NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent drainage easement agreement, copies of which are attached hereto and made a part hereof, with Larry F. Lewis for the Union Road Bridge #33-5.16 Rehabilitation Project for the sum of \$550.00.

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Lewis, Larry F.  
Engineer (file)  
Easement file  
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. #07-03-476-001 (Pt.)**

**ARTICLES OF AGREEMENT**

This Agreement is entered into the date stated below by Larry F. Lewis, a married man, whose tax mailing address is 3221 Union Road, Franklin, Ohio 45005 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and permanent drainage easement for the Union Road Bridge #33-5.16 Rehabilitation Project, being a part of a public roadway open to the public without charge.

That the Grantor, for and in consideration of the sum of Five Hundred Fifty Dollars (\$550.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent drainage easement for the purpose of constructing and maintaining the necessary project improvements, in, on, over and under lands situated in Section 3, Town 2, Range 4, City of Middletown, Warren County, State of Ohio, and limited to the area more particularly described as follows:

**EXCLUSIVE & PERMANENT DRAINAGE EASEMENT LEGAL DESCRIPTION**

**See Exhibit "A" for details.**

**See Exhibit "B" for drawing.**

The exclusive and permanent drainage easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantor shall have the right to repurchase this property interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor waives an appraisal and/or summary of an appraisal required by Ohio Rev. Code § 163.04 (C), as permitted by the policy of the Warren County Board of Commissioners, adopted as Resolution No. 15-0377.

[the remainder of this page is blank]



**GRANTOR**

IN EXECUTION WHEREOF, Larry F. Lewis, the Grantor herein, and his spouse, Janet M. Lewis who consents hereto, have hereunto set their hands on the date stated below.

SIGNATURE: Larry Lewis  
PRINTED NAME: Larry F. Lewis  
DATE: 9/15/21

GRANTOR'S SPOUSE:  
SIGNATURE: Janet Lewis  
PRINTED NAME: Janet M. Lewis  
DATE: 9-15-21

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 15 day of SEPTEMBER, 20 21, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be Larry F. Lewis, the Grantor in the foregoing Agreement, and his spouse, Janet M. Lewis, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the



DOMINIC M. BRIGANO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
02/06/2022  
Recorded in  
Warren County

Notary Public: Dominic M. Brigano  
My commission expires: 02/06/2022

[continued on next page for signature]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G. Young, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 21-1287, dated 9-21-21.

Grantee:

Signature: [Signature]

Printed Name: David G. Young

Title: President

Date: 9-21-21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 21 day of September, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G. Young, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

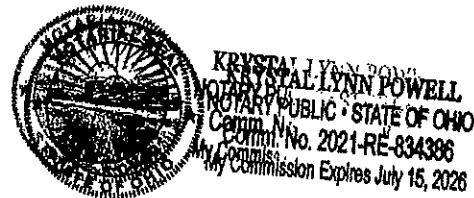
Notary Public: Kristal Lynn Powell  
My commission expires: July 15, 2026

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]

Bruce A. McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)





## Description of 0.015 Acre Permanent Drainage Easement

Situated in the State of Ohio, Warren County, City of Middletown and being part of the Southeast Quarter of Section 3, Township 2, Range 4, Between the Miami's Survey and being part of an original 1.51-acre tract of land conveyed to Larry F. Lewis by deed of record in O.R.701, Page 971 and being more particularly described as follows:

**Commencing** at a railroad spike found in the centerline of Union Road (County Road 33) at the southeasterly corner of Section 3, T-2, R-4, said point also being the southwesterly corner of Section 33, T-3, R-4, the northeasterly corner of Section 2, T-2, R-4, the northwesterly corner of Section 32, T-3, R-4;

Thence along the centerline of Union Road and the common line between Section 3, T-2, R-4 and Section 33, T-3, R-4, **North 05° 16' 15" East** for a distance of **1216.88 feet** to the grantor's northeasterly corner;

Thence along the grantor's northerly line and the southerly line of a 0.64 acre tract of land conveyed to Triad Investment Group LLC by deed of record in Document Number 2016-039110, **North 69° 54' 09" West** for a distance of **31.03 feet** to a point on the westerly existing right of way line of Union Road and the **True Point of Beginning**;

Thence along the westerly existing right of way of Union Road **South 05° 16' 15" West** for a distance of **58.37 feet** to a point;

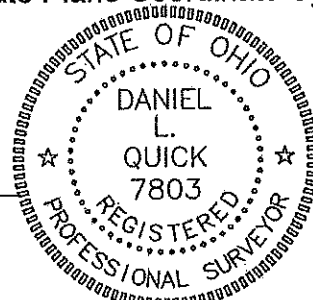
Thence **North 84° 34' 19" West** for a distance of **10.64 feet** to a point;

Thence **North 05° 16' 15" East** for a distance of **61.15 feet** to a point in the grantor's northerly line and in the southerly line of said Triad Investment Group tract;

Thence along the grantor's northerly line and the southerly line of said Triad Investment group tract **South 69° 54' 09" East** for a distance of **11.01 feet** to the **Point of Beginning** and containing **0.015 acres** (635.81 Square Feet) more or less, subject however to all other legal rights of way, easements and agreements of record.

The bearings in this description are based on the centerline of Union Road being S 05° 16' 15" W as referenced to the Ohio State Plane Coordinate System (South Zone) NAD83 with 2011 NSRS adjustment.

Daniel L. Quick, P.S.7803  
Korda/Nemeth Engineering, Inc.

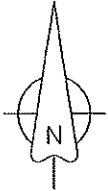


May 5, 2020

Date  
Rev: 5-15-20

### Permanent Drainage Easement

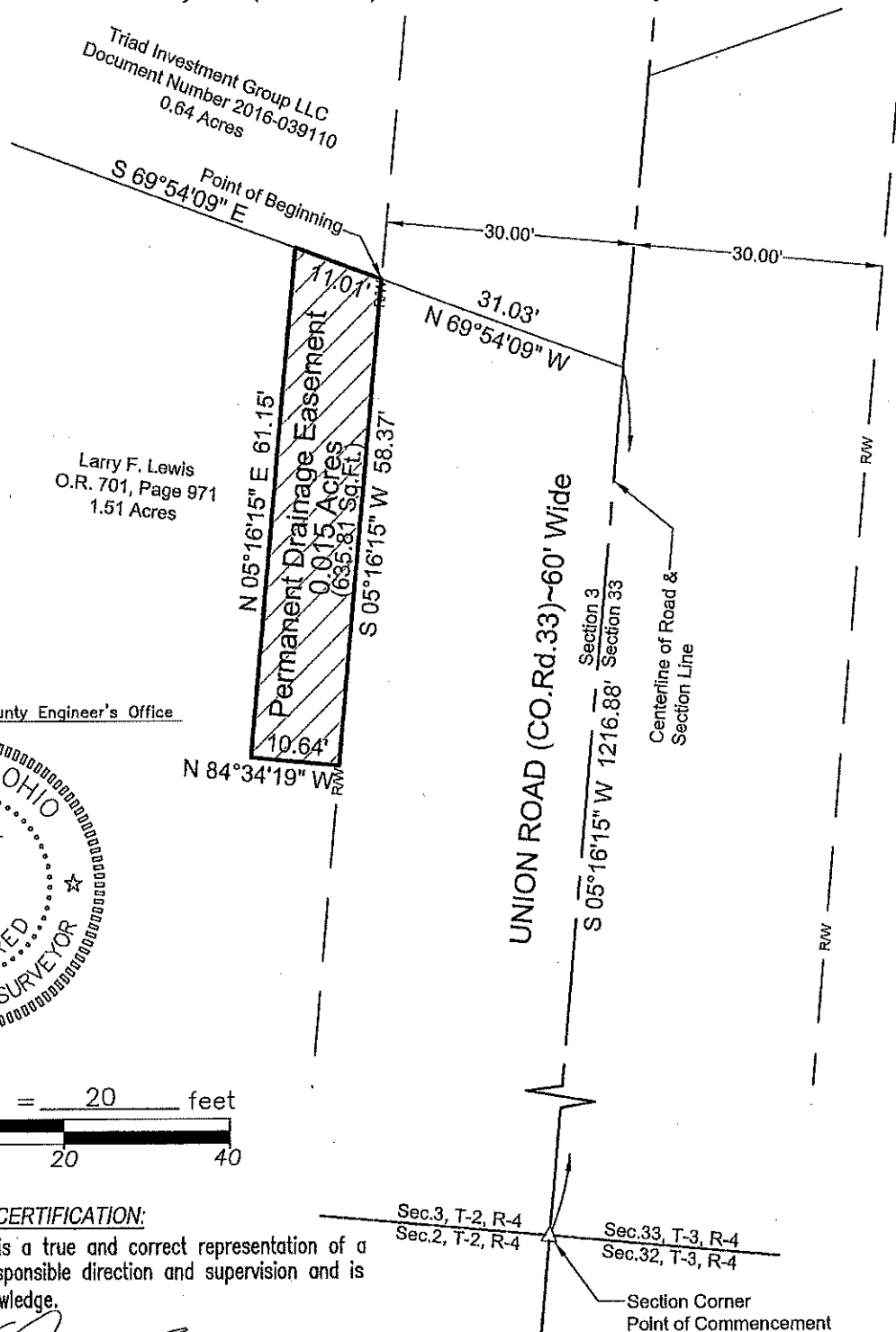
BEING PART OF S.E. 1/4 OF SECTION 3, TOWNSHIP 2, RANGE 4, BETWEEN THE MIAMI'S SURVEY, CITY OF MIDDLETOWN, WARREN COUNTY, STATE OF OHIO.



BASIS OF BEARINGS: The bearings shown upon this plat are based on the centerline of Union Road being S 05° 16' 15" W as referenced to the Ohio State Plane Coordinate System (South Zone) NAD83 with 2011 NSRS adjustment.

**LEGEND:**

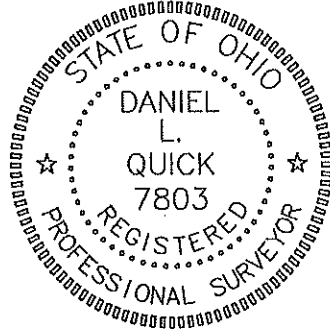
- ⊗ - Post found
- - 3/4"  $\phi$  Iron pipe fnd.
- ⊠ - 3/4" Sq. iron bar fnd.
- ⊙ - 5/8"x30" Iron pin set
- ⊖ - 5/8" Iron pin found
- △ - Railroad spike found
- ▲ - Railroad spike set
- - Survey nail found
- - Survey nail set
- - Stone found



Larry F. Lewis  
O.R. 701, Page 971  
1.51 Acres

Triad Investment Group LLC  
Document Number 2016-039110  
0.64 Acres

Survey requested by: Warren County Engineer's Office



**CERTIFICATION:**

I hereby certify that this plat is a true and correct representation of a survey performed under my responsible direction and supervision and is correct to the best of my knowledge.

*Daniel L. Quick*  
REGISTERED SURVEYOR NO.7803  
DATE May 5, 2020



Revised: 5-15-20  
Korda/Nemeth Engineering, Inc - Consulting Engineers  
1650 Watermark Drive, Suite 200 - Columbus, Ohio 43215-7010  
TEL: 614-487-1650 FAX: 614-487-8981 WEB:www.korda.com

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

# Resolution

Number 21-1288

Adopted Date September 21, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
SEPTEMBER 23, 2021

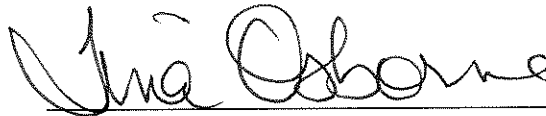
BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
September 23, 2021.

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓  
Commissioners' file  
Press ✓

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

# Resolution

Number 21-1289

Adopted Date September 21, 2021

## ACKNOWLEDGE PAYMENT OF BILLS

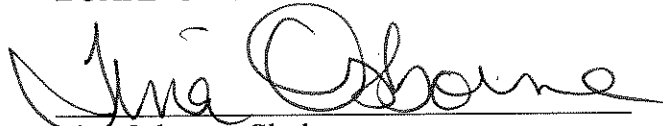
BE IT RESOLVED, to acknowledge payment of bills from 9/14/21 and 9/16/21, as attached hereto and made a part hereof.

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

Resolution adopted this 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor \_\_\_\_\_

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

# Resolution

Number 21-1290

Adopted Date September 21, 2021

APPROVE BOND RELEASE FOR CHICK-FIL-A, INC. FOR COMPLETION OF IMPROVEMENTS IN CHICK-FIL-A #2486 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

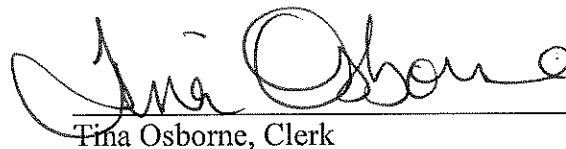
Bond Number	:	N/A
Development	:	Chick-Fil-A #2486
Developer	:	Chick-Fil-A, Inc.
Township	:	Deerfield
Amount	:	\$28,424.83
Surety Company	:	Liberty Mutual Insurance Company (8117849)

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Co.  
Soil & Water (file)  
Bond Agreement file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1291

Adopted Date September 21, 2021

## APPROVE VARIOUS RECORD PLATS

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

- Linzie Estates – Phase Four – Franklin Township

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Plat File  
RPC



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

# Resolution

Number 21-1292

Adopted Date September 21, 2021

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the third disbursement of their mandated share for SFY 2021-2022 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:

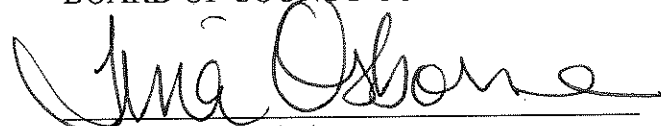
\$ 16,464.42 from #11011112-5742 (Commissioners Grants - Public Assistance)  
into #2203-49000 (Human Services - Public Assistance)

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
Human Services (file)  
OMB

# Resolution

Number 21-1293

Adopted Date September 21, 2021

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #11011112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the Third quarter of their 2021 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #1101 into Mary Haven Youth Treatment Center Fund #2270:

\$241,700.00 from #11011112-5744 (County Commissioners, Grants-Mary Haven)  
into #2270-49001 (Mary Haven - County Grant Transfers)

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Probate/Juvenile (file)  
Operational Transfer file  
OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1294

Adopted Date September 21, 2021

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #2263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the third quarter of their 2021 local share to their Fund #2263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 to the Child Support Enforcement Agency Fund #2263:


\$70,740.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 49000	(CSEA - County Share)

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
CSEA (file)  
OMB

# Resolution

Number 21-1295

Adopted Date September 21, 2021

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990 and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of August 2021:

\$ 12,238.61	from	#11011112 5997	(Operational Transfers)
	into	#5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 296.12	from	#11011112 5997	(Operating Transfers)
	into	#5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 11,464.91	from	#11011112 5997	(Operational Transfers)
	into	#5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 381.42	from	#11011112 5997	(Operational Transfers)
	into	#5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

Tz/

cc: Auditor   
Water/Sewer (file)

OMB  
Operational Transfer file

# Resolution

Number 21-1296

Adopted Date September 21, 2021

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR GRANTS ADMINISTRATION FUND #2265

WHEREAS, additional funding was made available to the Community Development Block Grant program due to the 2020 CARES Act – Round 3 signed in response to the COVID-19 pandemic; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #2265 in the amount of \$150,000.00; and

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

\$200,686.00 into #22653420-5317 (Non-Capital Purchases) PS: BUDGET-BUDGET

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: Auditor   
Amended Certificate file  
Supplemental App file  
Grants Administration (file)

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, September 15th, 2021

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2021, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2021	Taxes	Other Sources	Total
Community Development	(\$41,663.70)		\$1,844,650.00	\$1,802,986.30
Fund 2265				
<b>TOTAL</b>	(\$41,663.70)	\$0.00	\$1,844,650.00	\$1,802,986.30

*Matt Nolan* \_\_\_\_\_ )  
 \_\_\_\_\_ ) RECEIVED 09/16/21  
 \_\_\_\_\_ ) SEP 16 21 RCV  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission

AMEND 21 12  
~~2238-42170 +400,000.00~~ 19,000  
 2265 42941

# Resolution

Number 21-1297

Adopted Date September 21, 2021

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION IN FUND 4484

WHEREAS, TIF collections came in higher than expected for tax year 2020, collection year 2021 and those collections need to be passed on to the TID, an amended certificate, and supplemental appropriation need to be accepted; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate in the amount of \$69,162.92 for fund 4484 TIF Road Construction; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation for the Engineer's Fund #4484:

Supplemental Appropriation


\$69,162.92 into 44843120-5910 (Other Expense)

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Amended Certificate file  
Supplemental Adjustment file  
Engineer (file)

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

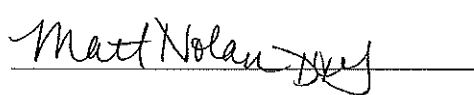
Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, September 17, 2021

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2021, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Projects	Jan. 1st, 2021	Taxes	Other Sources	Total
TIF Road Construction	\$0.00		\$3,569,162.92	\$3,569,162.92
Fund 4484				
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,569,162.92</b>	<b>\$3,569,162.92</b>

 )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission  
 \_\_\_\_\_ )



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1298

Adopted Date September 21, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY  
FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriation for the Warren County  
Schools Pilot testing program:

\$1,000,000.00 into #22111110-5410 (Loc Fiscal Rec – Contracts BOCC Approved)

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
OMB (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1299

Adopted Date September 21, 2021

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Sheriff's Office Fund #11012200 in order to process a vacation leave payout for Kyle Cole and a vacation and sick payout for Kathleen Farmer former employees of the Sheriff's Office:

\$7,888.00      from    #11011110-5882      (Commissioners - Vacation Leave Payout)  
                         into    #11012200-5882      (Sheriff's Office - Vacation Leave Payout)

\$7,445.00      from    #11011110-5881      (Commissioners - Sick Leave Payout)  
                         into    #11012200-5881      (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 – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Sheriff (file)  
OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1300

Adopted Date September 21, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,800.00	from	#11012100-5820	(Coroner –Health & Life Insurance)
	into	#11012100-5400	(Coroner –Purchased Services)

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Coroner (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1301

Adopted Date September 21, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file


## REQUISITIONS

Department	Vendor Name	Description	Amount
FAC	CDW LLC	ELECTRONIC EQUIPMENT NEW JAIL	\$ 12,176.76
FAC	CDW LLC	ELECTRONIC EQUIPMENT NEW JAIL	\$ 10,599.30
ENG	LARRY LEWIS	EXCLUSIVE AND PERM EASE. UNION RD BRIDGE	\$ 550.00
SHE	VITALCORE HEALTH STRATEGIES, LLC	JAIL MEDICAL, MENTAL HEALTH, DENTAL CONTRACT	\$ 580,121.76

## PO CHANGE ORDER

Department	Vendor Name	Description	Amount
SEW	BUILDING CRAFTS INC.	LLMWWTP PROJECT CO#3	\$ 92,468.00 INCREASE

9/21/2021 APPROVED:



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Tiffany Zindel, County Administrator

# Resolution

Number 21-1302

Adopted Date September 21, 2021

APPROVE THE SITE PLAN REVIEW APPLICATION FOR SHAKER RUN PUD POD F  
"THE MASTERS AT SHAKER RUN" IN TURTLECREEK TOWNSHIP

WHEREAS, this Board met this 21<sup>st</sup> day of September 2021, to consider the site plan review application relative to Shaker Run Planned Unit Development "PUD" Pod F "The Masters at Shaker Run" in Turtlecreek Township; and

WHEREAS, this Board has considered the recommendation from the Regional Planning Commission and the Rural Zoning Commission along with all those present desiring to give testimony in favor of or in opposition to said site plan; and

NOW THEREFORE BE IT RESOLVED, to approve the site plan review application for Shaker Run PUD Pod F (The Masters at Shaker Run" in Turtlecreek Township, subject to the following conditions:


1. Compliance with the standards of the Warren County Rural Zoning Code, PUD Stage 1, and Stage 2.
2. The proposed sidewalks that are parallel with Shadow Wood Drive to the edge of the property boundary to the south shall be bonded.
3. Install an emergency access drive, pool club house, and stub street connection prior to the approval of 75% of Zoning permits for multifamily units in Pod F.
4. Emergency access shall include a restricted entrance with identification signage and be constructed to the standards of a private street.
5. Consider additional dumpster enclosures if each individual unit does not have curb side garbage collection.

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 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: RPC  
RZC  
Site Plan File  
Turtlecreek Township Trustees

# Resolution

Number 21-1303

Adopted Date September 21, 2021

APPROVE GEORGE STEEL PUD STAGE 2 LOCATED IN TURTLECREEK TOWNSHIP  
SUBJECT TO CONDITIONS

WHEREAS, this Board met this 21<sup>st</sup> day of September 2021, in the Commissioners' Meeting Room to consider the PUD Stage 2 application for the George Steel PUD located in Turtlecreek Township; and

WHEREAS, this Board has considered the recommendation from the Regional Planning Commission and all those present to speak in favor of or in opposition to said application; and

NOW THEREFORE BE IT RESOLVED, to approve the PUD Stage 2 for the George Steel PUD located in Turtlecreek Township subject to the following conditions:


1. The development shall comply with The Warren County Rural Zoning Code; and the I-1 zoning district standards, except where exempt by the Planned Unit Development Overlay Development Standards.
2. The applicant receives an access permit from The Warren County Engineer's Office for the access point to McClure Road.
3. The existing wastewater treatment system must be protected during the construction of the driveway and must meet the appropriate setback requirements set forth in the Ohio Administrative Code.
4. An Earth Disturbing Permit through the Warren County Soil and Water Conservation District is required before construction can commence. Special care should be taken when designing sediment and erosion controls along Turtle Creek.
5. Any construction within the floodplain limits will require a floodplain permit from the Warren County Building and Zoning Department.

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

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

Resolution adopted this 21<sup>st</sup> day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: RPC (file)  
Administrative Hearing file  
Applicant