

Resolution

Number 18-1458

Adopted Date September 25, 2018

ACCEPT RESIGNATION, OF ALLISON WEST, ELIGIBILITY REFERRAL SPECIALIST II,
WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES DEPARTMENT,
HUMAN SERVICES DIVISION, EFFECTIVE OCTOBER 4, 2018

BE IT RESOLVED, to accept the resignation, of Allison West, Eligibility Referral Specialist II,
within the Warren County Job and Family Services Department, Human Services Division,
effective October 4, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
A. West's Personnel File
OMB – Sue Spencer
Tammy Whitaker
Job Class #1572

Resolution

Number 18-1459

Adopted Date September 25, 2018

AUTHORIZE THE POSTING OF THE "ELIGIBILITY REFERRAL SPECIALIST II" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for the "Eligibility Referral Specialist II" position within the Department of Job and Family Services, Human Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Eligibility Referral Specialist II" 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 26, 2018.

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

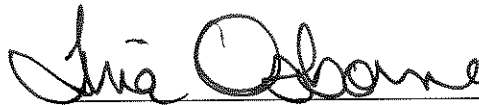
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
OMB-Sue Spencer
Job Class #1572

Resolution

Number 18-1460

Adopted Date September 25, 2018

ACCEPT RESIGNATION OF JAIME COHEN, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE SEPTEMBER 17, 2018

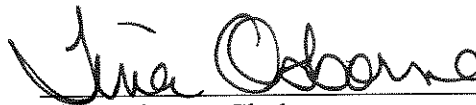
BE IT RESOLVED, to accept the resignation, of Jaime Cohen, Emergency Communications Operator within the Warren County Emergency Services Department, effective September 17, 2018.

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

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

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1461

Adopted Date September 25, 2018

HIRE SCOTT DUNNING AS DEPUTY DOG WARDEN, WITHIN THE WARREN COUNTY
DOG AND KENNEL DEPARTMENT

BE IT RESOLVED, to hire Scott Dunning, as Deputy Dog Warden in the Warren County Dog and
Kennel Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay
Range #12, \$14.14 per hour, effective October 1, 2018, subject to a negative drug screen and to a
365-day probationary period,

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

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

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: S. Dunning's Personnel file
Dog/Kennel (file)
OMB – Sue Spencer
Job Class #1486

Resolution

Number 18-1462

Adopted Date September 25, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO ASHLEY WILSON,
CASHIER RECEPTIONIST, WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Ashley Wilson, Cashier Receptionist; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Ashley Wilson for a personal illness not to exceed twelve (12) weeks; pending further documentation from Mrs. Wilson's physician.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
A. Wilson's FMLA file
OMB- Sue Spencer

Resolution

Number 18-1463

Adopted Date September 25, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO LUCY GAMBREL,
ADMINISTRATIVE ASSISTANT, WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Lucy Gambrel, Administrative Assistant; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Lucy Gambrel for a personal illness not to exceed twelve (12) weeks; pending further documentation from Ms. Gambrel's physician.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Building/Zoning (file)
L. Gambrel's FMLA file
OMB- Sue Spencer

Resolution

Number 18-1464

Adopted Date September 25, 2018

AUTHORIZING AN AMENDMENT TO THE AMENDED & RESTATED COOPERATIVE AGREEMENT; CONSENTING TO AN AMENDMENT TO A SUPPLEMENTAL TRUST INDENTURE; AND APPROVING RELATED ITEMS

WHEREAS, Warren County, Ohio (the "County") and the Warren County Port Authority (the "Port Authority") entered into the Amended & Restated Cooperative Agreement dated as of June 1, 2018 in connection with the issuance of \$7,500,000 Warren County Port Authority Taxable Lodging Tax Revenue Refunding Bonds (Ohio Communities Accelerator Fund), Series 2018A (Warren County Convention & Visitors Bureau Project) (the "Series 2018A Bonds"); and

WHEREAS, to secure the Series 2018A Bonds, the Port Authority entered into a trust indenture (the "Ohio Communities Accelerator Fund Basic Indenture") with The Huntington National Bank (the "Series 2018A Trustee"), and the First Supplemental Trust Indenture (the "Series 2018A Supplemental Indenture", and together with the Ohio Communities Accelerator Fund Basic Indenture, the "Series 2018A Trust Indenture"); and

WHEREAS, the Series 2018A Trust Indenture requires the maintenance of a Bond Reserve Deposit (as defined in the Series 2018A Trust Indenture) in the amount of ten percent (10%) of the sale proceeds of the Series 2018 Bonds, being \$750,000.00; and

WHEREAS, at closing of the Series 2018A Bonds, the Port Authority funded the Bond Reserve Deposit in the form of \$750,000.00 cash; and

WHEREAS, the Port Authority now desires to replace the Bond Reserve Deposit with a municipal bond debt service reserve insurance policy (the "Insurance Policy") so that the \$750,000 cash, together with any investment earnings thereon, can be transferred to the Program Reserve Fund (as defined in the Series 2018A Trust Indenture); and

WHEREAS, this Board of Commissioners the County (this "Board") has determined that it is necessary and in the best interests of the County amend the Amended & Restated Cooperative Agreement and consent to the amendment of the Series 2018A Trust Indenture to accommodate the acquisition of the Insurance Policy.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio, that:

Section 1. First Amendment to Amended & Restated Cooperative Agreement. The President or Vice-President of this Board and the County Auditor are hereby authorized and directed to sign and deliver, in the name of and on behalf of the County, the First Amendment to the Amended & Restated Cooperative Agreement in substantially the form as is now on file with the Clerk of this Board. The First Amendment to the Amended & Restated Cooperative Agreement is approved, together with any related documents necessary to effectuate the transaction contemplated herein, as well as changes or amendments thereto that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the officers signing the First Amendment to the Amended & Restated Cooperative Agreement or related document on behalf of

the County, all of which shall be conclusively evidenced by the signing of the First Amendment to the Amended & Restated Cooperative Agreement and each related document, if any.

Section 2. Consent to the First Amendment to Series 2018A Trust Indenture. This Board, on behalf of the County, as the Contracting Party for purposes of the Series 2018A Trust Indenture and the Series 2018A Bonds hereby consents to the First Amendment to the Series 2018A Trust Indenture in substantially the form as is now on file with the Clerk of this Board. The President or Vice-President of this Board and the County Auditor are hereby authorized and directed to sign and deliver, in the name of and on behalf of the County, any certificates, instruments or documents as reasonably required to evidence such consent.

Section 3. Other Documents. The President or Vice-President of this Board, County Auditor, County Prosecutor (or any Assistant County Prosecutor), and the Clerk of this Board, or other County officials, as appropriate, each are authorized and directed, either alone or in any combination, to sign any certificates, financial statements, and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

Section 4. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or committees, and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. Captions and Headings. The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.


Section 6. Effective Date. This Resolution shall be full force and effect immediately upon its adoption.

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

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

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
cla - Port Authority (file)
Bond file
Bricker & Eckler

CERTIFICATE

The undersigned Clerk of the Board of County Commissioners of the Warren County, Ohio hereby certifies that the foregoing is a true copy of a Resolution duly adopted by the Board of County Commissioners of the Warren County, Ohio on September 25, 2018.

A handwritten signature in black ink, appearing to read "Julia Osborne", written over a horizontal line.

Clerk of the Board of County Commissioners
Warren County, Ohio

**FIRST AMENDMENT TO
AMENDED & RESTATED COOPERATIVE AGREEMENT**

This FIRST AMENDMENT (the "First Amendment") is made and entered into as of September 25, 2018, between the WARREN COUNTY PORT AUTHORITY, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State (the "Issuer"), and WARREN COUNTY, OHIO, a county and political subdivision of the State (the "County"), and effective as of the date hereof, amends the Amended & Restated Cooperative Agreement (the "Agreement") dated as of June 1, 2018, by and between the Issuer and the County, under the circumstances summarized in the following recitals (the capitalized terms not defined herein shall have the meaning assigned to those terms in the Agreement):

RECITALS:

A. The County and the Issuer entered into the Agreement in connection with the issuance of \$7,500,000 Warren County Port Authority Taxable Lodging Tax Revenue Refunding Bonds (Ohio Communities Accelerator Fund), Series 2018A (Warren County Convention & Visitors Bureau Project) (the "Series 2018A Bonds").

B. The Issuer has entered into a trust indenture (the "Ohio Communities Accelerator Fund Basic Indenture") with The Huntington National Bank (the "Series 2018A Trustee"), and the First Supplemental Trust Indenture (the "Series 2018A Supplemental Indenture", and together with the Ohio Communities Accelerator Fund Basic Indenture, the "Series 2018A Trust Indenture") with the Series 2018A Trustee relating to the Series 2018A Bonds.

C. The Series 2018A Trust Indenture requires the maintenance of a Bond Reserve Deposit (as defined in the Series 2018A Trust Indenture) in the amount of ten percent (10%) of the sale proceeds of the Series 2018 Bonds, being \$750,000.00.

D. At closing of the Series 2018A Bonds, the Issuer funded the Bond Reserve Deposit with \$750,000.00 cash.

E. The Issuer now desires to replace the Bond Reserve Deposit with a municipal bond debt service reserve insurance policy so that the \$750,000 cash, together with any investment earnings thereon, can be transferred to the Program Reserve Fund (as defined in the Series 2018A Trust Indenture).

F. Concurrently with this First Amendment, the Issuer has entered into (i) an Insurance Agreement dated as of September ____, 2018 (the "Insurance Agreement") with Assured Guaranty Municipal Corp ("AGM") in connection with the issuance by AGM of a municipal bond debt service reserve insurance policy in the amount of \$750,000 (the "Reserve Policy") to serve as the Bond Reserve Deposit for the Series 2018A Bonds; and (ii) an amendment to the Series 2018A Trust Indenture (the "First Amendment to the Series 2018A Trust Indenture") with the Series 2018A Trustee to provide for the delivery of the Reserve Policy as the Bond Reserve Deposit for the Series 2018A Bonds, and the transfer of the \$750,000 cash, together with any investment earnings thereon, to the Program Reserve Fund.

G. The County and the Issuer each has full right and lawful authority to enter into this First Amendment and the Agreement, as amended by this First Amendment, and to perform and observe the provisions hereof on its respective part to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the Issuer and the County agree as follows (provided that any obligation of the Issuer created by or arising out of the Agreement, including as amended by this First Amendment, shall never constitute a general debt of the Issuer or give rise to any pecuniary liability of the Issuer but shall be payable solely out of Revenue, and any obligation of the County to make Financing Payments or other payments hereunder shall never constitute a general debt of the County or give rise to any pecuniary liability of the County but shall be payable solely from the Lodging Tax Revenue):

Section 1. Amendment to Section 2.4. Section 2.4 of the Agreement is hereby amended by adding the following paragraph to the end of Section 2.4:

Notwithstanding anything else to the contrary in this Section 2.4, any obligations created as a result of a draw on the Reserve Policy, as evidenced by the Insurance Agreement, shall constitute Additional Obligations secured by Lodging Tax Revenue for all purposes of this Agreement. For purposes of the preceding sentence, the terms Reserve Policy and Insurance Agreement shall have the meaning assigned to them in the Recitals of the First Amendment to this Agreement dated as of September ___, 2018.

Section 2. Remaining Provisions The Issuer and the County agree that all other provisions of the Agreement remain in full force and effect except to the extent specifically amended herein.


Section 3. Miscellaneous. AGM shall be a third-party beneficiary of this First Amendment.


[Signature Page Follows]

IN WITNESS WHEREOF, the County and the Issuer have caused this First Amendment to be duly executed in their respective names, all as of the date first hereinbefore written.

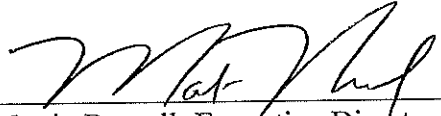
WARREN COUNTY, OHIO

Approved as to Form:

By: 
Adam M. Nice, Assistant Prosecutor

By: 
David G. Young
Vice President, Board of Commissioners

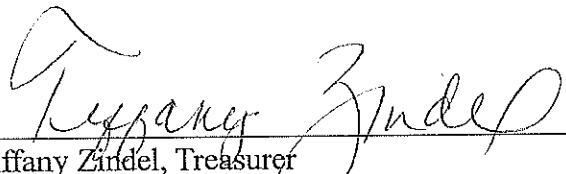
WARREN COUNTY PORT AUTHORITY

By: 
Martin Russell, Executive Director

[Signatures Continue on Following Page]

WARREN COUNTY PORT AUTHORITY
FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the Issuer, hereby certifies that the moneys required to meet the obligations of the Issuer during the year 2018 under the First Amendment to the Amended and Restated Cooperative Agreement have been lawfully appropriated by the Legislative Authority of the Issuer for such purposes and are in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44, Ohio Revised Code.



Tiffany Zindel, Treasurer
Warren County Port Authority

Dated: September 25, 2018

COUNTY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the County, hereby certifies that the moneys required to meet the obligations of the County during the year 2018 under the First Amendment to the Amended & Restated Cooperative Agreement have been lawfully appropriated by the Board of Commissioners of the County for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44, Ohio Revised Code.



Matt Nolan, County Auditor
Warren County, Ohio

Dated: September 25, 2018

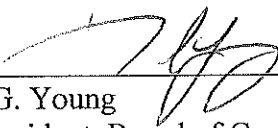
\$7,500,000
Warren County Port Authority
Taxable Lodging Tax Revenue Refunding Bonds
(Ohio Communities Accelerator Fund)
Series 2018A
(Warren County Convention & Visitors Bureau Project)

CERTIFICATE OF CONSENT PURSUANT TO SECTION 2.6 OF AMENDED &
RESTATED COOPERATIVE AGREEMENT AND SECTION 8.04 OF TRUST INDENTURE

Pursuant to the requirements of (i) Section 2.6 of the Amended & Restated Cooperative Agreement dated as of June 1, 2018 (as amended from time to time, the "Amended & Restated Cooperative Agreement") by and between the Warren County Port Authority (the "Port Authority" and Warren County, Ohio (the "County") and (ii) Section 8.04 of the Trust Indenture dated as of June 1, 2018 (the "Basic Indenture") by and between the Port Authority and The Huntington National Bank, as trustee (the "Trustee"), as supplemented by the Series 2018A Supplemental Trust Indenture dated as of June 1, 2018 (the "Series 2018A Supplemental Trust Indenture"), by and between the Port Authority and the Trustee, the undersigned, by and on behalf of the County, certifies the following:

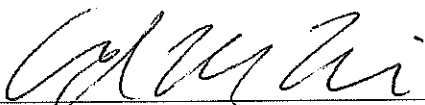
1. The County consents to the execution and delivery of the First Amendment to the Series 2018A Supplemental Trust Indenture dated as of September 25, 2018 (the "First Amendment") by and between the Port Authority and the Trustee.
2. The County waives any notice and receipt of a mailed copy of the First Amendment from Trustee required by Section 8.04 of the Basic Indenture.

Done and delivered at Lebanon, Ohio as of September 25, 2018.



David G. Young
Vice President, Board of Commissioners

Approved as to Form:



Adam M. Nice, Assistant Prosecutor

Resolution

Number 18-1465

Adopted Date September 25, 2018

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND THE WARREN COUNTY DISPATCH ASSOCIATION


BE IT RESOLVED, to authorize County Administrator to sign the Online Scheduling Software Memorandum of Understanding on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association as attached hereto and made a part hereof.

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

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

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A – Warren County Dispatch Association
Emergency Services (file)
T. Zindel

Memorandum of Understanding

Online Scheduling Software

This agreement is entered into by and between the Warren County Dispatchers Association (WCDA) and Warren County (County) and relates to the usage of the online scheduling program.

Now therefore, the parties agree as follows:

1. On duty personnel can access personal electronic devices (ex. cell phone, personal computer) to access the online scheduling software chosen by Warren County.
2. The dates and hours of all available overtime shall be posted using the scheduling software chosen by Warren County.
3. The supervisor shall notify employees who have signed up for the voluntary duty assignment notification of the date and hours available using the scheduling software chosen by Warren County.
4. Bargaining unit employees willing to work the overtime opportunity shall sign up for the hours the employee is willing to work using the scheduling software chosen by Warren County.
5. Vacation requests shall be requested using the scheduling software chosen by Warren County. If more than one employee requests the same date(s) off, the employee with the earliest date and time stamp shall receive the date(s) off.
6. Warren County shall ensure that the scheduling software it chooses pursuant to this Memorandum shall accurately and timely provide the functions described in this Memorandum.
7. The online scheduling software adopted pursuant to this Memorandum shall be used to administer the scheduling conditions set forth in Article 18 of the Parties' collective bargaining agreement, but shall not amend, eliminate, or supersede any provisions in the Parties' collective bargaining agreement.
8. Once executed and ratified by both Parties, this Memorandum shall be attached to the Parties' collective bargaining agreement, and any violation of this Memorandum shall be subject to the grievance and arbitration procedures in the collective bargaining agreement.

Brad Edington 9/14/18
WCDA DATE

Terrany Judd 9-25-18
Warren County DATE

Resolution

Number 18-1466

Adopted Date September 25, 2018

APPROVE NOTICE OF INTENT TO AWARD BID TO BUILDING CRAFTS, INC. FOR WAYNESVILLE REGIONAL WWTP IMPROVEMENTS PROJECT

WHEREAS, bids were closed at 11:00 a.m., on September 13, 2018, and the bids received were opened and read aloud for the Waynesville Regional WWTP Improvements Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Brausch, Sanitary Engineer, the lowest bidder was determined to be non-responsive as their bid did not include pricing for all required items, and Building Crafts, Inc., has been determined to be the next lowest, and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Building Crafts, Inc., 2 Rosewood Drive, Wilder, Kentucky, for a total bid price of \$2,617,000.00; and

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

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

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

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 18-1467

Adopted Date September 25, 2018

APPROVE NOTICE OF INTENT TO AWARD BID TO RACK & BALLAUER EXCAVATING COMPANY, INC. FOR LOWER SPRINGBORO ROAD WATER IMPROVEMENT PROJECT, PHASE 1

WHEREAS, bids were closed at 11:30 a.m., on September 13, 2018, and the bids received were opened and read aloud for the Lower Springboro Road Water Improvement Project, Phase 1, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Brausch, Rack & Ballauer Excavating Company Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Rack & Ballauer Excavating Company, Inc., 11321 Paddys Run Road, Hamilton, Ohio, for a total bid price of \$163,775.00; and

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

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

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

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 18-1468

Adopted Date September 25, 2018

AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO OPERATING AGREEMENT WITH LEBANON CITIZENS NATIONAL BANK AS IT RELATES TO ATM SERVICES

WHEREAS, the previous agreement relative to the ATM machine currently located in the Administration Building lobby has expired and needs to be renewed; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to enter into an operating agreement with Lebanon Citizens National Bank relative to the placement of a cash dispensing ATM in the Warren County Administration Building; copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: c/a—LCNB
Commissioners file



Operating Agreement Cash Dispensing ATM

This agreement is entered into by and between LCNB NATIONAL BANK ("LCNB") and WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ("COUNTY") to be effective as of September 25, 2018 the effective date until September 25, 2019 the termination date. This Agreement will automatically renew for one (1) year period ("Renewal Term") unless terminated earlier in accordance with the provisions of this Agreement.

Recitals

- A. LCNB owns and operates certain cash dispensing automated teller machines ("ATMs").
- B. COUNTY operates COUNTY buildings a part of which are open to the public.
- C. LCNB and COUNTY wish to establish an arrangement pursuant to which an ATM owned by LCNB will be installed and operated in a COUNTY building in an area open to the public.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LCNB and COUNTY, intending to be legally bound, hereby agree as follows:

1. **Location:** an ATM will be installed in the location listed in LOCATION SCHEDULE which is attached hereto and incorporated herein by reference. During the term of this Agreement, the parties may negotiate for additional ATMs to be installed in other locations as are mutually agreed upon from time to time by LCNB and COUNTY.
2. **Purchase and Operation of ATMs:** Unless otherwise agreed to in writing, LCNB shall be the owner of all ATMs and related equipment installed and operated in the location(s) pursuant to this Agreement. Except as otherwise expressly provided herein, throughout the term of this Agreement, LCNB shall be responsible for all costs associated with the purchase and ownership of the ATMs.
3. **Installation:** LCNB and COUNTY have designated one of its employees as project coordinator to assist in the installation and deployment of the ATMs. The designated coordinators are listed on the Designation of Employee Coordinator form which is attached hereto. Such individuals will jointly inspect each location identified on the LOCATION SCHEDULE (and any additional locations subsequently agreed upon for ATM installation) and in each case, agree upon an location for installation of the ATM inside the respective building(s).

With respect to each location inside the respective building(s), once an ATM location has been agreed upon:

(a) County will be responsible for (i) making such alterations, if any, to the location as are required to reasonably permit installation at the agreed upon location, (ii) providing an appropriate dedicated electric line and dedicated phone line to the agreed upon location, and (iii) all costs associated therewith; and, LCNB shall be responsible for installing the ATM and for all costs associated with such installation other than those specifically identified in 3(a) above.

(b) With respect to each location, once an ATM location inside the respective building(s) has been agreed upon, LCNB and County shall cooperate with each other to provide for installation at a mutually agreed upon time.

4. **ATM Functions:** Unless otherwise mutually agreed upon, the functions of the ATM installed by LCNB will be limited to the following activities: (i) cash withdrawals, and (ii) funds transfers (which do not involve cash withdrawals from the ATM) from one deposit account to another or to an account agreed upon by LCNB. (iii) postage stamps

ATMs installed by LCNB will accept and process all ATM cards that are included within its ATM operating system. These cards can change at the decision of LCNB.

5. **Maintenance:** Unless otherwise agreed to in writing, during the term of this Agreement, LCNB will be responsible at its sole cost for maintaining the ATM and related equipment installed by it. If at any time, COUNTY becomes aware of any ATM maintenance problems, it will promptly notify LCNB of the circumstances in question.

COUNTY will be responsible at its sole cost for maintaining, in accordance with its normal maintenance standards, all locations in which ATMs are installed pursuant to this Agreement.

6. **Access:** COUNTY will at all times provide LCNB with such access to its location, as LCNB reasonably requires, in order to install and maintain the ATMs as contemplated hereunder.
7. **Insurance:** During the term of this Agreement, COUNTY shall carry and maintain comprehensive general public liability insurance against the claims for personal injury, death or property damage occurring on or about any location in which ATM equipment is installed by LCNB hereunder, with financially responsible insurers licensed to transact insurance business in the State of Ohio with a combined single limit of not less than \$2,000,000.00 per occurrence. If requested by LCNB, COUNTY shall deliver copies of certificates of such policies of insurance to LCNB.
8. **Security:** With respect to each County location at which ATM equipment is installed by LCNB hereunder, County shall maintain at its sole cost and expense during the term of this Agreement, security systems and devices of a character and quality generally consistent with that maintained throughout its system.

9. **LCNB's right to remove specific ATM equipment:** If, as of the end of any calendar quarter, fewer than 500 Fee Transactions (as hereinafter defined) have taken place at any specific ATM during each of the three calendar months of such calendar quarter (each such ATM being hereinafter referred to as "Subperforming ATM"), then, notwithstanding anything contained herein to the contrary, LCNB at its option may elect to remove any such Subperforming ATM. In each instance, LCNB shall exercise its removal option under this Section by delivering written notice thereof to COUNTY within 30 days following the close of the calendar quarter in which such circumstance occur. Each such written notice shall specify the Subperforming ATM(s) that LCNB has elected to remove, promptly following the delivery of any such written notice, the parties shall provide for the removal of each Subperforming ATM specified in the notice and the rehabbing of space in accordance with the arrangements called for in the last paragraph of Section 11 below.
10. **Terms of Agreement:** Unless terminated sooner pursuant to Section 11 hereof, the initial term of this Agreement shall commence on the Effective Date and continue to the Termination Date. Thereafter, subject to prior termination under Section 12 hereof, this Agreement will automatically renew on a continual basis unless, not less than three months prior to the end of the then existing Agreement, Merchant of LCNB notifies the other in writing that it has elected to allow this Agreement to expire, in which case, this Agreement shall automatically expire at the end of the then Agreement in which such expiration notice is delivered.

Upon the expiration of the term of this Agreement pursuant to this Section, COUNTY will provide LCNB with reasonable access to its facilities for the purpose of enabling LCNB to remove the ATMs; and LCNB will promptly remove all ATM equipment from COUNTY locations at its sole cost and expense – provided, that LCNB will not be responsible for costs for expenses, if any, required to "rehab" space as a result of the removal of the ATM equipment, it being expressly agreed that such rehab costs and expenses, if any, will be the sole responsibility of COUNTY.

11. **Early Termination:** This Agreement may be terminated prior to the expiration date(s) provided for in Section 11 above, as follows:
- (a) At any time by LCNB or COUNTY without cause by giving 60 days notice in writing to the other party.
 - (b) By COUNTY if, at any time, LCNB is in material default of any of its duties or obligations hereunder and such default continues uncured for a period of 30 days. A failure by LCNB to pay any amount under Section 12 of this Agreement shall constitute a material default hereunder. COUNTY shall exercise its termination option under this Section 12 (b) by delivering written notice thereof to LCNB.
 - (c) By LCNB if, at any time, COUNTY is in material default of any of its duties or obligations hereunder and such default continues uncured for a period of 30 day. LCNB shall exercise its termination option under this Section 11 (c) (i) by delivering written notice thereof to COUNTY.

In the event of any termination under this Section 11, the parties shall provide for the removal of all ATM equipment and the rehabbing of store space in accordance with the arrangements provided for in the last paragraph of Section 10 above.

12. **Remittance:** During the term of this Agreement, LCNB shall process a monthly remittance to COUNTY based on an amount calculated as 25% of the total monthly surcharges for each "Fee Transaction" as noted in Section 9 processed by the ATM on-site at the COUNTY's location. These funds will be submitted by a monthly cashier's check to COUNTY no later than the 15th of each month following the transactions noted in the aforementioned sentence. If there are no transactions processed on the said ATMs, no remittance or communication will be forwarded to COUNTY.

13. **Miscellaneous:**

(a) **Marketing Activities** During the term of this Agreement, County will permit LCNB to place and maintain merchandising displays relative to the ATMs at mutually agreed upon locations at the County's facilities in which ATMs are installed. County and LCNB shall also discuss other possible ATM marketing strategies and shall implement such strategies as are mutually agreed upon. In that regard, County acknowledges and agrees that it will not use any ATM Debit or Credit Card brand name without the express prior written consent of LCNB.

(b) **Notices** All notices required to be given or otherwise given under this Agreement shall be effective only if made in writing and delivered personally, by facsimile transmission, or by registered or certified mail, postage prepaid and addressed as follows:

If to LCNB	LCNB National Bank P O Box 59 Lebanon, Ohio 45036 Attention: Steve Lautenslager, Vice President Fax: (513) 934-0337
------------	---

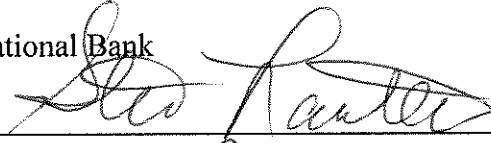
If to COUNTY	Warren COUNTY Board of COUNTY Commissioner 406 Justice Drive Lebanon, Ohio 45036 Attention: _____, COUNTY Administrator Fax: (513) 695-2054
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Either party hereto may change the notice address provided for above by written notice to the other.

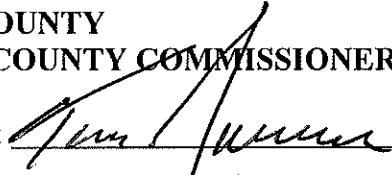
(c) **Entire Agreement/Amendments** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior agreement, discussions or understandings. This Agreement may be amended only by a writing executed by LCNB and COUNTY.

(d) This Agreement shall be governed by and construed and enforced in accordance with the local laws of the State of Ohio, and the parties stipulate to exclusive venue for all disputes resulting in litigation to be the Warren COUNTY Court of Common Pleas.

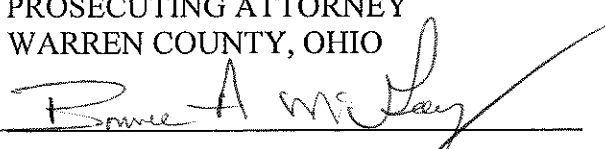
IN EXECUTION WHEREOF, LCNB has caused this Agreement to be executed by its duly authorized representatives effective as of the Effective Date.

LCNB National Bank
By 
Title Vice President

IN EXECUTION WHEREOF, the Warren COUNTY Board of COUNTY Commissioners has caused this agreement to be executed by Tom Grossmann, its President, on the date stated below, pursuant to Resolution No. 18-1468, dated 9/25/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**
SIGNATURE: 
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 9/25/18

Approved as to form:

PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce A. McBarry, Asst. Prosecutor

Location Schedule

Location Owner Warren COUNTY Board of COUNTY Commissioners

Location Name Warren COUNTY Administration Building

Address 406 Justice Drive

City Lebanon State OH Zip 45036

Location ID# n/a

Contact Person _____

Phone Number _____

Fax Number _____

Designation of Employee Coordinator
[to assist in the installation and deployment of the ATMs]

LCNB

Name of Employee Coordinator: Steve Lautenslager

Title: Vice President

Address: 105 N Broadway, P.O. Box 59

City Lebanon State Ohio Zip 45036

Phone: 513-933-2392

Fax: 513-934-0337

Email: slautenslager@lcnb.com

COUNTY

Name of Coordinator: _____

Title: _____

Address: 406 Justice Drive

City Lebanon State OH Zip 45036

Phone: _____

Fax: _____

Email: _____

Resolution

Number 18-1469

Adopted Date September 25, 2018

AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH THE OHIO EMERGENCY MANAGEMENT AGENCY ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, The Department of Public Safety, Ohio Emergency Management Agency (Ohio EMA), through the Emergency Management Assistance Compact (EMAC), Ohio Revised Code Sections 5502.22, 5502.29, 5502.291, and 5502.40 coordinate emergency management and interstate mutual aid for the State of Ohio. EMAC is the interstate mutual aid agreement to which all states belong that allows states to assist each other in times of disaster; and

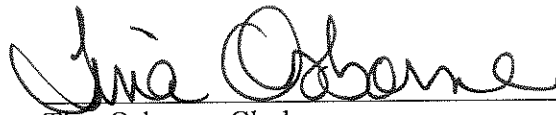
NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to enter into an Intergovernmental Agreement with the Ohio Emergency Management Agency on behalf of the Warren County Department of Emergency Services; copy of said agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
C/A—Ohio Emergency Management Agency

INTERGOVERNMENTAL AGREEMENT***Between***

Department of Public Safety Ohio Emergency Management Agency 2855 W. Dublin-Granville Rd Columbus, OH 43235-2206	
EMAC Coordinator:	Phil Johnson , Logistics Branch Chief
Phone:	(614)799-3825 [office] (614)889-7150 [24-hr line]
Fax:	(614)799-3652
Email:	emac@dps.state.oh.us

And

Jurisdiction Name:	Warren County	
Chief Executive Officer or Designee (Authorized to enter into agreements and commit resources)	Name/Title:	Board of Warren County Commissioners
	Email:	commissioners@co.warren.oh.us
	Phone:	513-695-1315
	Fax:	513-695-1715
Deployment Point of Contact (Individual Deployed or Team Leader)	Name/Title:	David Wood, LEPC/Grants Coordinator
	Email:	David.wood@wcoh.net
	Phone:	513-267-9668
	Fax:	513-695-1715
Fiscal/Finance/Business Mgr. Point of Contact	Name/Title:	Melissa Abrams
	Email:	Melissa.abrams@wcoh.net
	Phone:	513-695-1315
	Fax:	513-695-1715

Name/Describe the government-owned/government-contracted resources encompassed by this agreement. (Submit as separate attachment if too numerous to list here).

Personnel (Full names):	David Wood
Vehicles:	N/A
Equipment:	Microsoft Surface book, iphone 6s
Supplies:	

INTRODUCTION

The Department of Public Safety, Ohio Emergency Management Agency (Ohio EMA), through the Emergency Management Assistance Compact (EMAC), Ohio Revised Code (ORC) Sections 5502.22, 5502.29, 5502.291, and 5502.40 coordinates emergency management and interstate mutual aid for the State of Ohio. EMAC is the interstate mutual aid agreement to which all states belong that allows states to assist each other in times of disaster or for conducting emergency management exercises. When any member state's Governor declares a disaster, other member states may agree to provide assistance in response to requests from the impacted state(s). The assistance from other member states may be in the form of personnel and/or other resources. In cooperation with, Warren County, Ohio (herein after referred to "Governmental Entity"), Ohio EMA has identified experienced and qualified "Governmental Entity" employees who are available to deploy to assist an **EMAC member state** (herein after referred to as "Requesting State") with response and recovery missions or the conduct of emergency management exercises. These "Governmental Entity" employees form the Butler County IMT and will travel to and work in support of the "Requesting State" Emergency Management Agency.

STATEMENT OF WORK

This Intergovernmental Agreement establishes a reimbursement contract between the Ohio Emergency Management Agency and "Governmental Entity" for the loan of this "Governmental Entity" employee and related resources for the time period identified above.

Employee(s) shall have up to date Memorandums of Understanding with Butler County detailing employee's status as Butler County IMT member. (See attached). Said employee(s) shall remain an employee of the "Governmental Entity" throughout their deployment. Once the service is complete and the "Governmental Entity" submits a reimbursement request to Ohio EMA based on **authorized** and **eligible** costs incurred, Ohio EMA agrees to submit a reimbursement packet to the "Requesting State's" Emergency Management Agency for reimbursement through the EMAC reimbursement process. **The "Governmental Entity" employee will be paid (e.g. - compensation, travel reimbursement, etc.) by his/her employer and will receive the same benefits as if working at his/her home station. The "Governmental Entity" employee will carry with him/her all applicable liability protections of a "Governmental Entity" employee afforded to him/her by his/her home station and applicable law. Ohio EMA assumes no responsibility for these (this) employee(s) other than the submission of completed reimbursement request through the EMAC reimbursement process, and the transmittal of reimbursement from the "Requesting State" to the "Governmental Entity".** Said employee or employees will report to the agreed upon contact personnel upon arrival and perform duties as assigned. Ohio EMA will provide emergency contact information for said employee or employees and said employee or employees will provide contact information and progress reports on their service throughout the period of deployment.

REIMBURSEMENT

Upon receipt of reimbursement from the "Requesting State", Ohio EMA shall transmit that reimbursement to "Governmental Entity" in a final amount for the **authorized expenses** claimed when reimbursement is received from the "Requesting State's" Emergency Management Agency. Reimbursement shall be only for eligible, mission-related costs agreed upon in the EMAC agreement between Ohio and the "Requesting State."

AMENDMENTS

This Agreement may only be amended by mutual agreement of the parties. Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

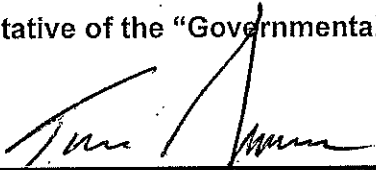
This Agreement shall go into effect from the date of last signature until **December 31, 2018**. After such time the Agreement may be renewed by written agreement of the parties. Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Authorized Representative of the State of Ohio

Signature:	
Printed Name/Title:	Sima S. Merick, Executive Director Ohio Emergency Management Agency Department of Public Safety
Date:	

Authorized Representative of the "Governmental Entity" (named on Page 1)

Signature:	
Printed Name/Title:	Tom Grossmann, President
Date:	9/25/18

APPROVED AS TO FORM



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

INTERGOVERNMENTAL AGREEMENT***Between***

Department of Public Safety Ohio Emergency Management Agency 2855 W. Dublin-Granville Rd Columbus, OH 43235-2206	
EMAC Coordinator:	Phillip Johnson
Phone:	(614)799-3680 [office] (614)935-0550 [cell]
Fax:	(614)799-3652
Email:	emac@dps.state.oh.us

And

Jurisdiction Name:	Warren County, Ohio	
Chief Executive Officer or Designee (Authorized to enter into agreements and commit resources)	Name/Title:	Board of Warren County Commissioners
	Email:	commissioners@co.warren.oh.us
	Phone:	513-695-1315
	Fax:	513-695-1715
Deployment Point of Contact (Individual Deployed or Team Leader)	Name/Title:	Lesli Holt, EMA Operations Manager
	Email:	Lesli.holt@wcoh.net
	Phone:	513-267-8726
	Fax:	513-695-1715
Fiscal/Finance/Business Mgr. Point of Contact	Name/Title:	Melissa Abrams
	Email:	Melissa.abrams@wcoh.net
	Phone:	513-695-1315
	Fax:	513-695-1715

Name/Describe the <u>government-owned/government-contracted</u> resources encompassed by this agreement. (Submit as separate attachment if too numerous to list here).	
Personnel (Full names):	Lesli Anne Holt
Vehicles:	
Equipment:	Microsoft Surface Book laptop and charger, Verizon Iphone 6 cell phone, EMA rainjacket
Supplies:	

INTRODUCTION

The Department of Public Safety, Ohio Emergency Management Agency (Ohio EMA), through the Emergency Management Assistance Compact (EMAC), Ohio Revised Code (ORC) Sections 5502.22, 5502.29, 5502.291, and 5502.40 coordinates emergency management and interstate mutual aid for the State of Ohio. EMAC is the interstate mutual aid agreement to which all states belong that allows states to assist each other in times of disaster or for conducting emergency management exercises. When any member state's Governor declares a disaster, other member states may agree to provide assistance in response to requests from the impacted state(s). The assistance from other member states may be in the form of personnel and/or other resources. In cooperation with **Warren County Ohio** (herein after referred to "Governmental Entity"), Ohio EMA has identified experienced and qualified "Governmental Entity" employees who are available to deploy to assist an **EMAC member state** (herein after referred to as "Requesting State") with response and recovery missions or the conduct of emergency management exercises. These "Governmental Entity" employees will travel to and work in support of the "Requesting State" Emergency Management Agency.

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Said employee(s) shall remain an employee of the "Governmental Entity" throughout their deployment. Once the service is complete and the "Governmental Entity" submits a reimbursement request to Ohio EMA based on **authorized** and **eligible** costs incurred, Ohio EMA agrees to submit a reimbursement packet to the "Requesting State's" Emergency Management Agency for reimbursement through the EMAC reimbursement process. **The "Governmental Entity" employee will be paid (e.g. - compensation, travel reimbursement, etc.) by his/her employer and will receive the same benefits as if working at his/her home station. The "Governmental Entity" employee will carry with him/her all applicable liability protections of a "Governmental Entity" employee afforded to him/her by his/her home station and applicable law. Ohio EMA assumes no responsibility for these (this) employee(s) other than the submission of completed reimbursement request through the EMAC reimbursement process, and the transmittal of reimbursement from the "Requesting State" to the "Governmental Entity".** Said employee or employees will report to the agreed upon contact personnel upon arrival and perform duties as assigned. Ohio EMA will provide emergency contact information for said employee or employees and said employee or employees will provide contact information and progress reports on their service throughout the period of deployment.

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TERMINATION

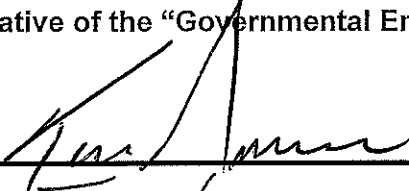
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IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Authorized Representative of the State of Ohio

Signature:	
Printed Name/Title:	Sima S. Merick, Executive Director Ohio Emergency Management Agency Department of Public Safety
Date:	

Authorized Representative of the "Governmental Entity" (named on Page 1)

Signature:	
Printed Name/Title:	Tom Grossmann, President
Date:	9/25/18

APPROVED AS TO FORM



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

Resolution

Number 18-1470

Adopted Date September 25, 2018

DECLARE VARIOUS ITEMS WITHIN COUNTY COURT, DOG & KENNEL, FACILITIES MANAGEMENT, COUNTY GARAGE, RECORDER'S OFFICE, SHERIFF'S OFFICE, WATER & SEWER, AND VETERANS, AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from County Court, Dog & Kennel, Facilities Management, County Garage, Recorder's Office, Sheriff's Office, Water & Sewer, and Veterans in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/jm

cc: 2018 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

GovDeals #

CCT18102

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

County Court

Date:

8/7/18

102

4 Keyboards



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	Dell		unknown	Keyborads
1	Lenovo		unknown	keyboard
1	Systemax		unknown	keyboard

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Melissa Moubray

Title: Court Admin

Phone Number 513-695-2411

Location of Item: Warren County Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CCT18103

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

County Court

Date:

Aug 9, 2018

103

HP xw4600 Workstation



Select Item Type

Single Item

Category Computers, Parts and Supplies

Brand HP

Model # 4600

Serial # 2UA8360GSX

Date Removed From Service 6/30/18

Did Item Work When Removed?

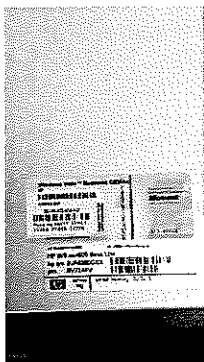
Yes

No

Unknown

Additional Comments

HARD DRIVE removed



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Melissa Moubray

Title: Court Admin

Phone Number 513.695.2411

Location of Item: Warren County Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CCT18104

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

County Court

Date:

Aug 9, 2018

104

HP Compaq dc7600 CMT Base Unit



Select Item Type

Single Item

Category Computers, Parts and Supplies

Brand HP

Model # Compaq dc7600 CMT

Serial # 2UA6221NRO

Date Removed From Service 6/5/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

HARD DRIVE removed



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Melissa Moubray

Title: Court Admin

Phone Number 513.695.2411

Location of Item: Warren County Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # DOG18001

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Dog & Kennel

Date:

Sep 11, 2018

001

Lot of Dell/HP Computers & Keyboards



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	Dell	Optiplex745	Unknown	Hard-drive and other components may have been removed - unknown condition
1	HP	Compa7100	Unknown	Hard-drive and other components may have been removed - unknown condition
1	Compaq		Unknown	Keyboard
1	Dell		Unknown	Keyboard
1	Dell		Unknown	Mouse

Additional Comments

All items are in unknown working condition with possible components removed.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Nathan Harper

Title: Dog Warden

Phone Number 513-695-1352

Location of Item: Dog Warden's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

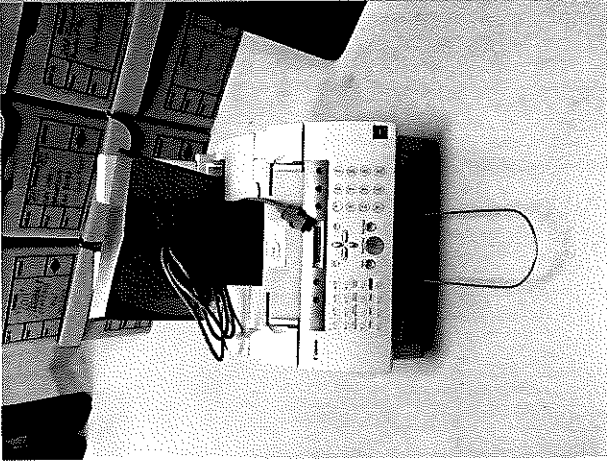
Dog & Kennel

Date:

Sep 11, 2018

002

Canon L80 Fax Machine



Select Item Type

Single Item

Category

Communication/Electronic Equipment

Brand

Canon

Model #

h12250

Serial #

62363

Date Removed From Service

9/11/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Nathan Harper

Title: Dog Warden

Phone Number 513-695-1352

Location of Item: Dog Warden Office

IMPORTANT; Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

DOG18003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Dog & Kennel

Date:

Sep 18, 2018

003

2007 FORD F-250



Select Item Type

Vehicle

Vin #

1FTSX21567EA51767

Title restriction?

Yes No

Odometer Reading

94080

Yes

Accurate?

No Unknown

Year

2007

Make

FORD

Model

F-250

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

SILVER

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

2007 FORD F-250 5.4L V8 ENGINE ,AUTOMATIC TRANSMISSION. 4WD. GREY INTERIOR. STOCK AM/FM RADIO. A/C, CRUISE CONTROL, TILT STEERING, POWER WINDOWS, POWER MIRRORS, POWER DOOR LOCKS. TRUCK BED FRAMING IS RUSTING AWAY AND LARGE RUST HOLES IN BODY UNDERNEATH AS WELL AS ON BOTTOM OF TAILGATE. TRUCK COMES WITH THE TRUCK BED CAP(COVERMASTER BRAND).



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nathan Harper

Title: Dog Warden

Phone Number 513-695-1352

Location of Item: WARREN COUNTY GARAGE 1433 WEST MAIN STREET LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

FAC18056

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Sep 14, 2018

056

FLOOR SCRAPER



Select Item Type

Single Item

Category Janitorial Equipment

Brand

Model #

Serial #

Date Removed From Service 6/30/18

Did Item Work When Removed?

Yes

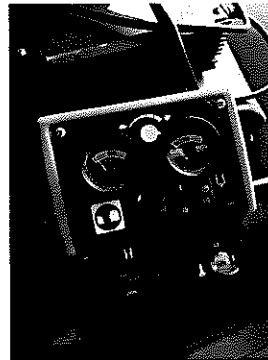
No

Unknown

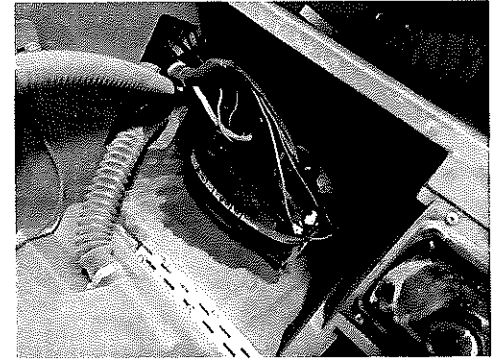
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Samuel Roberts

Title: Associate Architect

Phone Number 513.695.3125

Location of Item: 406 Justice Drive, Lebanon, Ohio 45036. 3rd floor storage.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # FAC18057

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Sep 14, 2018

057

FLOOR CLEANER



Select Item Type

Single Item

Category Janitorial Equipment

Brand

Model #

Serial #

Date Removed From Service 6/30/18

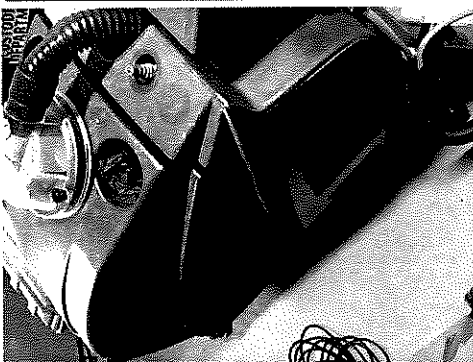
Did Item Work When Removed?

Yes

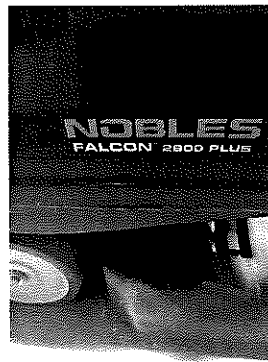
No

Unknown

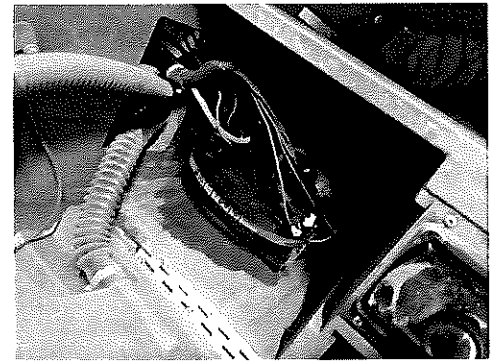
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Samuel Roberts

Title: Associate Architect

Phone Number 513.695.3125

Location of Item: 406 Justice Drive, Lebanon, Ohio 45036. 3rd floor storage.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

FAC18058

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

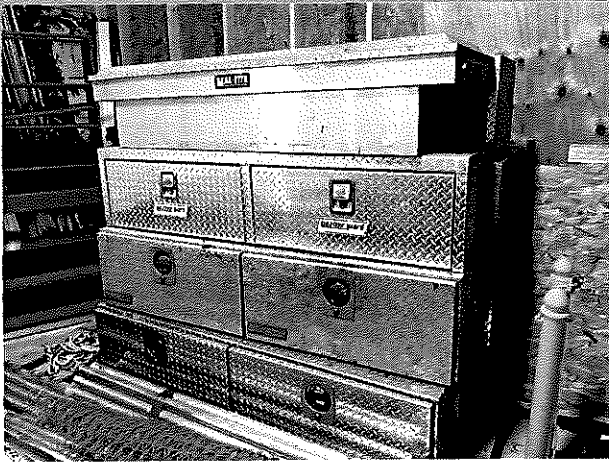
Facilities Management

Date:

9/18/18

058

Desk File Cabinets



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3				STAINLESS STEEL CROSSOVER BOX WITH SINGLE DOOR
6				STAINLESS STEEL TOP MOUNT TOOL BOXES WITH TWO DOORS

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Samuel Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 430 Justice Drive, Lebanon Ohio 45036, storage barn

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

FAC18061

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

09/18/2018

061

2007 FORD F-250



Select Item Type

Vehicle

Vin # 1FTSX21597EA02675

Title restriction?
 Yes No

Odometer Reading 74085

Accurate?
 Yes No Unknown

Year 2007

Make

FORD

Model F-250

Does it Start?
 Yes No With Boost

Does it run?
 Yes No

Color DARK RED

Exterior Condition?
 Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior
 Cloth Leather Other

Interior Condition?
 Good Fair Poor

Additional Comments

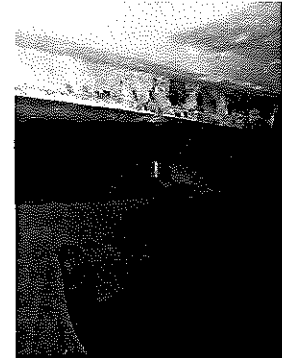
2007 FORD F-250 5.4L V8 ENGINE ,AUTOMATIC TRANSMISSION. 4WD. GREY INTERIOR. STOCK AM/FM RADIO. TRUCK BED FRAMING IS RUSTING AWAY AS WELL AS THE BODY UNDERNEATH. TRUCK BED CAP COMES WITH VEHICLE(SWISS BRAND).



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name:

Title:

Phone Number

Location of Item: WARREN COUNTY GARAGE 1433 WEST MAIN STREET LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # GAR18005

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Garage

Date:

Aug 16, 2018

005

John Bean BFH1000 Tire Balancer



Select Item Type

Single Item

Category

Tools, All Types

Brand

John Bean

Model #

BFH1000

Serial #

G96DA015

Date Removed From Service

5/31/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Designed for high-volume shops. It provides advanced diagnostics, such as Radial Runout, Wheel-Only Runout, Tread Depth Laser Detection and much more. Purchased in 2007 and used for around 10 years. Replaced due to age, still functions.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nolan Cook

Title: Assistant Chief Mechanic

Phone Number 513-695-1350

Location of Item: Warren County Garage 1433 West Main Street Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Garage

Date:

009

Battery Chargers



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Napa	85-8100	No	Works sometimes
1	Solar	560	No	Works sometimes

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Nolan Cook

Title: Assistant Chief Mechanic

Phone Number 513-695-1350

Location of Item: 1433 West Main St. Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

GAR18010

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Garage

Date:

010

Office Chairs



Select Item Type

Single Item

Category Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service 8/24/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Lot of 6 chairs. 4 roll chairs and 2 stationary chairs.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Nolan Cook

Title: Assistant Chief Mechanic

Phone Number 513-695-1350

Location of Item: 1433 West Main St. Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Garage

Date:

011

Waste Oil Drain



Select Item Type

Single Item

Category Oils, Waste

Brand Balcrank

Model # Roughneck

Serial #

Date Removed From Service 8/24/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Balcrank Roughneck oil drain. Seals leaking around drain tube. Also caster in the front is falling off. Will still take air to empty oil from the tank but some oil mists out of the top while doing so.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Nolan Cook

Title: Assistant Chief Mechanic

Phone Number 513-695-1350

Location of Item: 1433 West Main St Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

GAR18013

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Garage

Date:

Aug 24, 2018

013

Lot of New Wiper Blades



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3	Anco	16"	y	16" Anco Wiper Blades
2	Anco	18"	y	18" Anco Wiper Blades
5	Anco	19"	y	19" Anco Wiper Blades
6	Anco	20"	y	20" Anco Wiper Blades
5	Anco	21"	Y	21" Anco Wiper Blades
10	Anco	22"	y	22" Anco Wiper Blades
7	Anco	24"	y	24" Anco Wiper Blades
4	Anco	26"	y	26" Anco Wiper Blades

Additional Comments

New in box is a lot of Anco assorted wiper blades.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Nolan Cook

Title: Assistant Chief Mechanic

Phone Number 513-695-1350

Location of Item: 1433 West Main St Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

REC18002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Recorder

Date:

09/14/2018

002

16 XP Computers, cables, 4 keyboards



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
16	Dell		N	XP Computers, hard drives removed, working condition unknown
4			Y	keyboards
				Multiple cables and other misc. computer cords, etc.

Additional Comments

hard drives removed. Working condition unknown.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: LINDA ODA

Title: RECORDER

Phone Number 513-695-2632

Location of Item: 406 JUSTICE DRIVE, LEBANON OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # SHF18108

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

Aug 15, 2018

108

2006 FORD E-350



Select Item Type

Vehicle

Vin # 1FBSS31L46DA23882

Title restriction?
 Yes No

Odometer Reading 119299

Accurate?
 Yes No Unknown

Year 2006

Make

FORD

Model E-350

Does it Start?
 Yes No With Boost

Does it run?
 Yes No

Color BLACK

Exterior Condition?
 Good Minor Dents, Dings
Scratches or rust

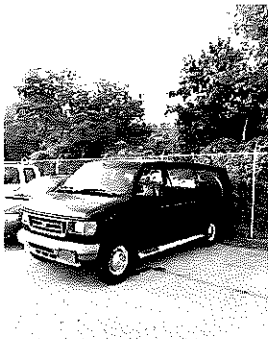
Sever dents, Dings
Scratches or Rust

Interior
 Cloth Leather Other

Interior Condition?
 Good Fair Poor

Additional Comments

5.4L V8 GAS ENGINE, AUTOMATIC TRANSMISSION, 2 WHEEL DRIVE, STOCK AM/FM RADIO, RUST ON REAR LOWER QUARTER PANELS. CRUISE CONTROL, TILT STEERING, POWER WINDOWS AND LOCKS. BEING REMOVED DUE TO MILEAGE AND RUST. HAS 2 REAR ROW SEATS, BUT IS MISSING THE LAST ROW AND IS NO LONGER AVAILABLE. ALSO INTERIOR WINDOW SCREENS AND PARTITION ARE STILL IN THE VEHICLE.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: WARREN COUNTY GARAGE 1433 WEST MAIN STREET LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # SHF18109
Michael D. Shadoan
Director

GovDeals Item Inspection Form

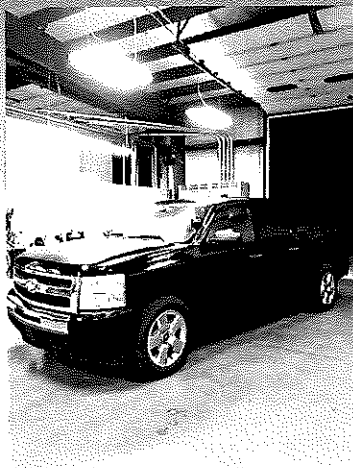
Sheriff

Date:

Aug 15, 2018

109

2009 CHEVROLET SILVERADO



Select Item Type

Vehicle

Vin # 3GCEC23Y79G249835

Title restriction?
 Yes No

Odometer Reading 118189

Accurate?
 Yes No Unknown

Year 2009

Make

CHEVROLET

Model SILVERADO

Does It Start?
 Yes No With Boost

Does it run?
 Yes No

Color BLACK

Exterior Condition?

Good

Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

6.0L V8 GAS ENGINE, AUTOMATIC TRANSMISSION, 2 WHEEL DRIVE, BLACK INTERIOR, TORN SEATS. STOCK AM/FM RADIO, COLD A/C, DUAL AIRBAGS, TILT STEERING. CRUISE CONTROL, TILT STEERING, POWER WINDOWS, DOOR LOCKS, SEATS, AND MIRRORS. RUST ABOVE REAR WHEELS ON BOTH SIDES OF THE BED. VEHICLE IS BEING REMOVED DUE TO HIGH MILEAGE AND RUST.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: WARREN COUNTY GARAGE 1433 WEST MAIN STREET LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

GovDeals

SHF18110

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

Aug 15, 2018

110

2011 FORD CROWN VICTORIA



Select Item Type

Vehicle

Vin #

2FABP7BV5BX168877

Title restriction?
 Yes No

Odometer Reading

101491

Yes

Accurate?
 No Unknown

Year

2011

Make

FORD

Model

CROWN VICTORIA

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

BLACK

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

4.6L V8 GAS ENGINE, AUTOMATIC TRANSMISSION, REAR WHEEL DRIVE, GREY INTERIOR, TEARS IN SEAT, STOCK AM/FM RADIO, AC, TILT STEERING, REMOTE MIRRORS, POWER STEERING, POWER WINDOWS, POWER LOCKS. VEHICLE REMOVED DUE TO HIGH MILEAGE AND RUST. VEHICLE IS MISSING REAR SEAT.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: WARREN COUNTY GARAGE 1433 WEST MAIN STREET LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

Sep 19, 2018

111

2012 Chevrolet Caprice



Select Item Type

Vehicle

Vin #

6G1MK5U21CL602196

Title restriction?

Yes No

Odometer Reading

121037

Accurate?

Yes No Unknown

Year

2012

Make

CHEVROLET

Model

CAPRICE

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

BLACK

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

2012 CHEVROLET CAPRICE 6.0L V8 RWD. 8601 HOURS. AUTOMATIC TRANSMISSION. BLACK CLOTH INTERIOR. ENGINE HAS MISFIRE AND NEEDS CAMSHAFT REPLACED. VEHICLE WAS USED IN TRAINING AND HAS BEEN SHOT MULTIPLE TIMES. ALL GLASS HAS BEEN CRACKED OR BUSTED AND DOOR FRAMES HAVE BEEN DESTROYED.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number X1285

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals

SHF18015

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

Sep 10, 2018

015

2 Computers



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Dell	Latitude E85	N	One Dell laptop, unknown condition, missing parts and cords.
1	Packard Bell	unk	N	One packard bell computer, unknown condition, missing parts and cords.

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Kathleen Farmer

Title: Computer Technician

Phone Number 513-695-1749

Location of Item: IT Hallway, Warren County Sheriff's Office.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

SHF18016

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

Sep 10, 2018

016

3 Printers



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Dymo		N	1 dymo Labelwriter 450, will not connect to computer, missing parts or cords.
1	HP	CP2025	N	Unknown condition, missing parts or cords.
1	HP	M553	N	Unknown condition, missing parts or cords.

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Kathleen Farmer

Title: Computer Technician

Phone Number 513-695-1749

Location of Item: IT Hallway, Warren County Sheriff's Office.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

SHF18017

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

Sep 10, 2018

017

4 Monitors



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Acer	AL1511	N	1 Acer monitor, unknown condition, missing parts or cords.
1	HP	L1925	N	1 HP monitor, unknown condition, missing parts or cords.
1	Viewsonic	VP171B	N	1 viewsonic monitor, unknown condition, missing parts or cords.
1	LG	L1942S	N	1 LG monitor, unknown condition, missing parts or cords.

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Kathleen Farmer

Title: Computer Technician

Phone Number 513-695-1749

Location of Item: IT Hallway, Warren County Sheriff's Office.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

VET18001

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Veterans

Date:

Sep 19, 2018

001

2007 Dodge Grand Caravan



Select Item Type

Vehicle

Vin # 2D4GP44LX7R113513

Title restriction?
 Yes No

Odometer Reading 107016

Accurate?
 Yes No Unknown

Year 2007

Make

DODGE

Model GRAND CARAVAN

Does it Start?
 Yes No With Boost

Does it run?
 Yes No

Color RED

Exterior Condition?
 Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior
 Cloth Leather Other

Interior Condition?
 Good Fair Poor

Additional Comments

2007 DODGE GRAND CARAVAN 3.8L V6 ENGINE AUTOMATIC TRANSMISSION. A/C, CRUISE CONTROL, TILT STEERING, POWER MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS. VEHICLE REMOVED DUE TO RUST AND HIGH MILEAGE.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name:

Title:

Phone Number

Location of Item: WARREN COUNTY GARAGE 1433 WEST MAIN STREET LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # SEW18009

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Sewer

Date:

8/15/18

009

2006 FORD F-250



Select Item Type

Vehicle

Vin #

1FTSX21506ED27357

Title restriction?
 Yes No

Odometer Reading

102596

Accurate?
 Yes No Unknown

Year

2006

Make

FORD

Model

F-250

Does it Start?
 Yes No With Boost

Does it run?
 Yes No

Color

WHITE

Exterior Condition?
 Good Minor Dents, Dings
Scratches or rust

Severe dents, Dings
Scratches or Rust

Interior

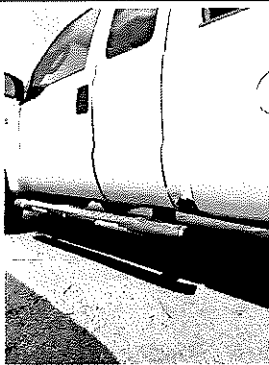
Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

2006 FORD F-250. 5.4L V8 AUTOMATIC TRANSMISSION. 4WD. TAN INTERIOR. TOOLBOX IN BED INCLUDED. TRUCK IS BEING REMOVED FROM SERVICE DUE TO HIGH MILEAGE AND RUST.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admin. Asst.

Phone Number 513 695 2307

Location of Item: WARREN COUNTY GARAGE 1433 WEST MAIN STREET LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

GovDeals Item Inspection Form

Water & Sewer - Sewer

Date:

Sep 19, 2018

010

2008 FORD F-250



Select Item Type

Vehicle

Vin #

1FTSX21558ED63600

Title restriction?

Yes No

Odometer Reading

156158

Yes

Accurate?

No Unknown

Year

2008

Make

FORD

Model

F-250

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

WHITE

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

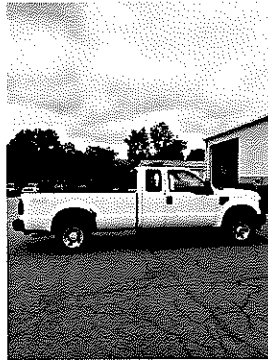
Good Fair Poor

Additional Comments

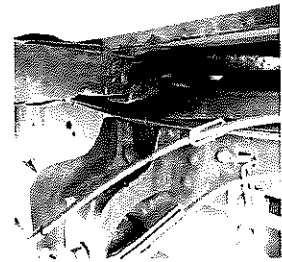
2008 FORD F-250. 5.4L V8 AUTOMATIC TRANSMISSION. 4WD. TAN INTERIOR. LIGHT BAR AND TOOLBOXES IN BED INCLUDED. TRUCK BED FRAMING IS RUSTING AWAY AND LARGE RUST HOLES IN REAR BUMPER.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name:

Title:

Phone Number

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

VET18002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Veterans

Date:

Sep 19, 2018

002

2005 Dodge Grand Caravan



Select Item Type

Vehicle

Vin #

2D4GP24R25R203793

Title restriction?

Yes No

Odometer Reading

181483

Yes

Accurate?

No Unknown

Year

2005

Make

DODGE

Model

GRAND CARAVAN

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

RED

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Severe dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

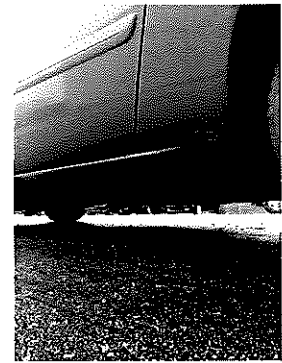
2005 DODGE GRAND CARAVAN 3.3L V6 ENGINE AUTOMATIC TRANSMISSION. A/C, CRUISE CONTROL, TILT STEERING, POWER MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS. VEHICLE REMOVED DUE TO RUST AND HIGH MILEAGE.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name:

Title:

Phone Number

Location of Item: 1433 WEST MAIN STREET, LEBANON OHIO 45036.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

VET18003

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Veterans

Date:

Sep 19, 2018

003

2007 DODGE GRAND CARAVAN



Select Item Type

Vehicle

Vin #

2D4GP44L87R113512

Title restriction?

Yes No

Odometer Reading

96848

Yes

Accurate?

No Unknown

Year

2007

Make

DODGE

Model

GRAND CARAVAN

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

RED

Exterior Condition?

Good

Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

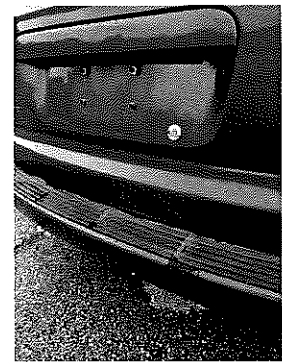
DODGE GRAND CARAVAN 3.8L V6 ENGINE AUTOMATIC TRANSMISSION. A/C, CRUISE CONTROL, TILT STEERING, POWER MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS. VEHICLE BEING REMOVED DUE TO TRANSMISSION NOT HAVING REVERSE AS WELL RUST ON ROCKER PANELS.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name:

Title:

Phone Number

Location of Item: WARREN COUNTY GARAGE 1433 WEST MAIN STREET LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Resolution

Number 18-1471

Adopted Date September 25, 2018

APPROVE AND ENTER INTO A TANF SUBGRANT AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and enter into a Contract with Warren County Department of Human Services and Warren County Children Services in the total amount of \$500,000.00 Title XX TANF Transfer funds for 10/01/18, ending 09/30/19; contract attached hereto and made a part hereof:

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TITLE XX TANF SUBGRANT AGREEMENT**

WITNESSETH THAT;

WHEREAS, it is the purpose of the Warren County Department of Job and Family Services to provide a variety of social services to Title XX TANF Transfer-eligible individuals in the community as a way to improve and enhance the quality of life of the county citizenry;

And

WHEREAS, one method the Department utilizes to fulfill this objective is through the issuance of Title XX TANF Transfer sub-grant to various community agencies that provide direct services to the target population in order to remediate socio-economic barriers;

And

WHEREAS, the Warren County Children Services is one such agency with which the Warren County Department of Job and Family Services desires to enter into contract for delivery of services;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

“State” means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

“Sub-recipient” means Warren County Children Services; 416 S East Street Lebanon OH 45036.

"Department" means the Warren County Department of Job and Family Services, 416 S East Street Lebanon OH 45036

B. Purpose of Sub-grant

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services for the purpose of promoting economic self-sufficiency and meeting the social service needs of low income individuals and families in Warren County.

C. Obligations of the Sub-recipient

The Sub-recipient agrees to operate a program, described in detail in Exhibit I hereafter, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

The Sub-recipient shall not perform in any way inconsistent with the terms of this sub-grant except as approved, in writing, by the Department. Adjustments in the services to be provided per the attached Exhibits may not be made without prior approval of the Department.

The Sub-recipient agrees to accept responsibility for reconciling and/or complying with any audit finding rendered by an appropriate state or federal audit entity when the finding relates directly to the provisions of this sub-grant. The Sub-recipient agrees to reimburse the Department the full amount of payment received due to duplicate billing, erroneous billings, deceptive claims or falsification.

D. Client Eligibility

The Sub-recipient will determine client eligibility for those who will be serviced through the Sub-recipient's program, pursuant to Title XX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services. The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

ARTICLE II CONTENT OF PROGRAM PROPOSAL

Refer to Exhibits A, and incorporated herein by this reference.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services specified in Exhibit A, attached, which includes intake and investigations, case management services, casework counseling, parent education, diagnostic assessments and homemaker services for children and families with open cases. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be based on the costs billed through the Certification of Funds Process.

B. Availability of Funds

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

TITLE XX/TANF TRANSFER FUNDS	\$ 500,000.00	CFDA NUMBER 93.667
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Funds available under this agreement may not be used for food. Mileage cannot exceed the county's established mileage reimbursement rate, currently \$0.50.

C. Maximum Compensation

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, the compensation stipulated in Exhibit I of this sub-grant, but not to exceed \$500,000.00 during the term of this sub-grant.

D. Provision of Funding

If funds anticipated to be received by the Department are suspended, not forthcoming, or terminated in whole or in part, funding for this sub-grant shall terminate, and the sub-recipient shall receive payments for services rendered up to the date of notification of non-funding.

Unearned payments under this sub-grant may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by ODJFS at any time.

ARTICLE IV ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice, and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Sub-recipient shall make available to any or all the above named parties or their authorized representatives, all sub-grantees, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Sub-grant. The Department and the above named parties shall be permitted by the Sub-recipient to inspect, audit, make excerpts, photo-static copies and/or transcripts of any and all documents relating to all matters covered by this contract. Sub-recipient must maintain all required records for three years after final payment is made and all other pending matters are closed.

Except as noted above, the Sub-recipient agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the performance of this sub-grant is prohibited, except upon written consent of the eligible individual or that individual's parent or guardian.

ARTICLE V TIME OF PERFORMANCE

This Sub-grant Agreement shall be effective **October 1, 2018** and shall terminate on **September 30, 2019**. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **November 1, 2019**.

ARTICLE VI BONDING AND INSURANCE

The Sub-recipient shall maintain during the term of this Sub-grant agreement, the applicable insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law.
- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave,

pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to bind the Department to any obligation, or to incur any liability in behalf of the Department.

ARTICLE IX MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities, and expenditures by the Sub-recipient, in existence prior to the initiation of services hereunder shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions of purposes herein stated. The Sub-recipient shall certify that any costs incurred pursuant to this Sub-grant agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE X CONFLICT OF INTEREST

The Sub-recipient covenants that no person, under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this Sub-grant agreement. The Sub-recipient further covenants that in the performance of this Sub-grant agreement, no person having such conflict shall be employed. Any such interest, on the part of the Sub-recipient or its employees, must be disclosed in writing to the Department.

ARTICLE XI MODIFICATIONS

Modifications of this Sub-grant agreement may be made by the written mutual consent of the parties hereto.

ARTICLE XII TERMINATIONS

This agreement may be terminated by:

- A. Either party, upon the provision of thirty (30) days written notice.
- B. Mutual Agreement of the parties.
- C. Death or some other incapacity that prevents the Sub-recipient from fulfilling Sub-recipient's duties as set out in this Sub-grant agreement.

ARTICLE XIII BREACH BY SUB-RECIPIENT

In the event that the Sub-recipient breaches the terms and conditions of this Sub-recipient, the Department may, at its discretion, immediately terminate the Agreement, withhold payment for services not rendered by the Sub-recipient or both.

ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. Subgrantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of

the Rehabilitation Act of 1973 (29 U.S.C. 794.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Subgrantee received Federal financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their A-133 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$750,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit II, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to insure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment..
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which

may be suffered by its employees in accord with 20 CFR 692.22.

16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Title XX Policy.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

28. The Sub-recipient agrees to adhere to the Records Retention Schedule for all documentation related to this agreement.

ARTICLE XV NOTICES

Any and all notices required by this Agreement, unless otherwise specified herein, shall be delivered as follows:

To the Department:	To the Sub-recipient:
416 S East Street, Lebanon OH 45036	416 S East Street, Lebanon OH 45036

ARTICLE XVI MERGER

This Agreement is the complete understanding between the parties. No prior or contemporaneous agreements, whether written or oral, may modify, enlarge or alter this written agreement except as incorporated by reference herein.

ARTICLE XVII SEPARABILITY

If any portion of this Sub-grant agreement is deemed to be illegal due to conflict with state or local law, the remainder of the Sub-grant agreement shall remain in full force and effect.

ARTICLE XVIII FORCE MAJUERE

Should the subject matter of this Sub-grant agreement be made illegal, abolished by the legislature or destroyed by an Act of God, or civil unrest then the agreement shall be terminated.

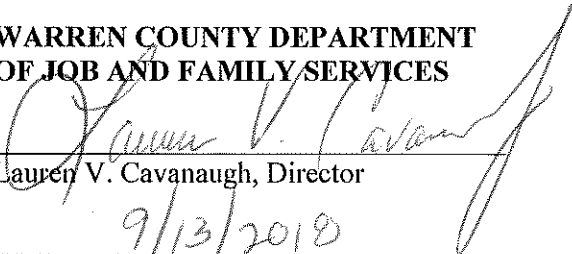
ARTICLE XIX HEADINGS

The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes, and are of no substantive effect.

ARTICLE XX GOVERNING LAW

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

**WARREN COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES**

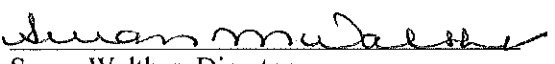


Lauren V. Cavanaugh, Director

Date

9/13/2018

**WARRENCOUNTY
CHILDREN SERVICES**



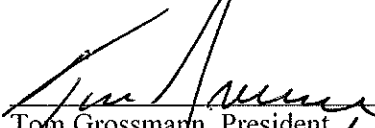
Susan Walther, Director

Date

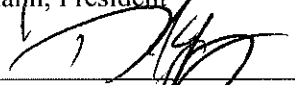
WARREN COUNTY PROSECUTOR
Approved as to Form Only

By: 

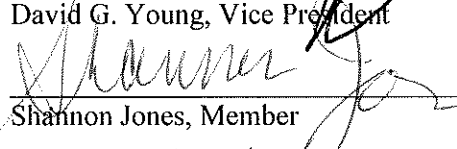
**BOARD OF WARREN COUNTY
COMMISSIONERS**



Tom Grossmann, President



David G. Young, Vice President



Shannon Jones, Member

Date

9/25/18

Exhibit A

Warren County Children Services
Title XX TANF Transfer Proposal for SFY 2018-2019
416 S. East Street
Lebanon OH 45036
513-695-1538
Susan Walther, Director

Description of Services

This Title XX TANF Transfer contract will provide funds to Warren County Children Services (WCCS) for costs associated with providing services to families and eligible children placed with relatives or in Kinship homes. These services include, but are not limited to:

- Intake and investigations
- Providing case management services
- casework counseling
- parenting education
- diagnostic and assessment services
- homemaker services

This contract is intended to assist eligible children so that they can be cared for in the homes of relatives or kin and not be placed in a Foster home.

Title XX TANF Transfer services as described above and provided by WCCS can be delivered to eligible children who are below 200% of the poverty level. These Title XX TANF Transfer funds will augment the various Federal, State, and County funds currently received to deliver mandated services as defined in the Ohio Revised Code and Ohio Administrative Code.

Anticipated Outcomes

Provision of services to these families will allow them to maintain the children in the Relative or Kinship home. Services will be child-centered and family preservation will be the outcome. It is expected these services will also help to maintain the family's self-sufficiency in keeping the children in the relative or kin home and out of a foster home. Specific case outcomes will be tracked as to satisfactory or unsatisfactory completion of case plans. We will measure the length of service time for each family from the beginning of each case episode to the end.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 18-1472

Adopted Date September 25, 2018

APPROVE AND ENTER INTO A TANF SUBGRANT AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and enter into a Contract with Warren County Department of Human Services and Warren County Children Services in the total amount of \$125,000.00 TANF/TANF Admin/PRC funds for 10/01/18, ending 09/30/19; contract attached hereto and made a part hereof:

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC CHILD WELFARE SUBGRANT AGREEMENT**

WITNESSETH THAT;

WHEREAS, it is the purpose of the Warren County Department of Job and Family Services, Division of Human Services to provide a variety of Social Services to TANF/PRC eligible individuals in the community as a way to improve and enhance the quality of life of the county citizens;

And

WHEREAS, one method the Department utilizes to fulfill this objective is through the issuance of TANF funding through the Prevent Retention and Contingency Program for both direct and indirect services and benefits;

And

WHEREAS, Warren County Division of Human Services desires to enter into a Sub-grant agreement with Warren County Division of Children Services for delivery of both direct and indirect services and benefits;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

"Sub-recipient" means Warren County Job and Family Services, Division of Children Services; 416 S East Street Lebanon OH 45036.

"Department" means the Warren County Department of Job and Family Services, Division of Human Services, 416 S East Street Lebanon OH 45036

B. Purpose of Sub-grant

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services and benefits for the purpose of promoting economic self-sufficiency and meeting the social service needs of low income individuals and families and to provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.

C. Obligations of the Sub-recipient

The Sub-recipient agrees to operate a program, described in the Warren County Job and Family Services Prevention Retention and Contingency Plan as found in Exhibit A, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

The Sub-recipient shall not perform in any way inconsistent with the terms of this sub-grant except as approved, in writing, by the Department. Adjustments in the services to be provided per the attached Exhibits may not be made without prior approval of the Department.

The Sub-recipient agrees to accept responsibility for reconciling and/or complying with any audit finding rendered by an appropriate state or federal audit entity when the finding relates directly to the provisions of this sub-grant. The Sub-recipient agrees to reimburse the Department the full amount of payment received due to duplicate billing, erroneous billings, deceptive claims or falsification.

D. Client Eligibility

The Sub-recipient will determine client eligibility for those who will be served through the Sub-recipient's program, pursuant to Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services. The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

ARTICLE II CONTENT OF PROGRAM PROPOSAL

Refer to Exhibits A, and incorporated herein by this reference.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services and benefits specified in Exhibit A, attached, which includes; Kinship Navigator and Outreach Services, KPIP/KCCP Administration, Kinship Caregiver Payments, Child Welfare Case Management, Child Welfare Services and Benefits as described in the Warren County PRC Plan, Exhibit A. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be both through Social Services Random Moment Study and Direct Services expense reimbursement. The Sub-recipient agrees to bill on either a monthly or quarterly basis.

The Sub-recipient will bill the Department based on Program/Activity hits- 760/760, 760/762, 760/776, 760/777, 760/785, 760/786 and any direct services provided. Below is a description of the invoicing process for RMS and Direct Service Expenditures;

B. Random Moment Sample Code Descriptions

760- PRC Child Welfare Eligibility: Activities related to the determination of eligibility of the child or the child's caretakers for Prevention, Retention, and Contingency (PRC) services: includes case file review, verification of documentation, approval or denial of application and preparation of notice of decision in the office; field, by mail or telephone.

762-PRC Child Welfare Family Preservation Activities: Includes activities performed on behalf of a child and their family if all of the following apply: there is not an in-home case or a custody case established, the child and family's income meets the income eligibility criteria for the county's PRC plan, and the county has included these services in its PRC plan. Activities include: screening and assessment of needed services, providing program information and referral and linking to services such as family preservation services, domestic violence services, parenting training, substance abuse treatment, and counseling.

776- Kinship Navigator Outreach: general information and referral: website, public service announcements, brochures, bill boards, phone banks, and other services.

777- KPIP/KCCP Administration: The Kinship Permanency Incentive Program is a program to promote

permanency to a minor child in the legal and physical custody of a kinship caregiver(s). Kinship Child Care Program (KCCP) is a program to promote stability to a minor child who is placed with or in the legal and physical custody of a kinship caregivers by providing child care services to eligible kinship families.

785- Child Welfare PRC Custody Case Management: A custody case has been established, a reunification plan is in place and the child is expected to be reunified with the family within six months of placement; the child and family’s income meets the income eligibility criteria for the county’s PRC plan; and the county has included these child protective services in their PRC Plan. Activities include: those related to family preservation to reunite a child with the child’s family. If there is a custody case, but any one of the following applies: no reunification plan, placement exceeds six months, if the family’s income exceeds the PRC income eligibility limit, or the county agency has not included these services its PRC plan; then use code 769.

786- Child Welfare Non-Custody Case Management: An in-home case is established; the child and family’s income meets the income eligibility criteria for the county’s PRC Plan and the county has included these services in its PRC Plan. Activities include: development and implementation of a regimen of reasonable efforts which are undertaken to prevent the removal of the child into placement, and/or activities related to the development and implementation of a regimen of services for an adopted child and/or the child’s family which are undertaken to support the maintenance of the adoption and/or prevent the disruption of the adoption. Such activities include supporting the management of care or services referral to, or arranging for, care services; planning or supervising care or services; supporting access to care or services; assessing results of care or services; and performing a case assessment. If an in-home case is established, but the family’s income exceeds the PRC income eligibility limit, or the county agency has not included these services in its PRC Plan then use code 770.

C. Direct Services

Service or Benefit	CAP	TANF Purpose	Economic Need Standard	Targeted Group
Per Kinship Placement Family	\$3,000 per 12- month period.	TANF 1	200% of the FPL	Relatives and Non-Relatives caring for minor children
Per Kinship Placed Child	\$1,000 per 12- month period	TANF 1	200% of the FPL	Minor children being cared for by relative or non-relative Kinship Placement
Child Welfare Services & Benefits	\$1,500.00 per 12- month period	TANF 1	200% of the FPL	Families with open active cases in Children’s Protective Services System

B. Availability of Funds

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

Allocation	Contract Amount	Budget Reference	Award ID/FAIN#	CFDA Number
TANF Administration	\$12,500	JFSCACC2	1601OHTANF	93.558
TANF Regular	\$112,500	JFSCATFR	1601OHTANF	93.558

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

C. Maximum Compensation

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, not to exceed \$125,000 during the term of this sub-grant.

D. Provision of Funding

If funds anticipated to be received by the Department are suspended, not forthcoming, or terminated in whole or in part, funding for this sub-grant shall terminate, and the sub-recipient shall receive payments for services rendered up to the date of notification of non-funding.

Unearned payments under this sub-grant may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by ODJFS at any time.

ARTICLE IV ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice, and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Sub-recipient shall make available to any or all the above named parties or their authorized representatives, all sub-grantees, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Sub-grant. The Department and the above named parties shall be permitted by the Sub-recipient to inspect, audit, make excerpts, photo-static copies and/or transcripts of any and all documents relating to all matters covered by this contract. Sub-recipient must maintain all required records for three years after final payment is made and all other pending matters are closed.

Except as noted above, the Sub-recipient agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the performance of this sub-grant is prohibited, except upon written consent of the eligible individual or that individual's parent or guardian.

ARTICLE V TIME OF PERFORMANCE

This Sub-Grant Agreement shall be effective **October 1, 2018** and shall terminate on **September 30, 2019**. If both parties agree, this Sub-grant agreement may be renewed with the same terms, conditions, and dollar amount for an additional year upon adoption of an amendment by the Warren County Board of County Commissioners. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **November 1, 2019**.

ARTICLE VI BONDING AND INSURANCE

The Sub-recipient shall maintain during the term of this Sub-grant agreement, the applicable insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law.
- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other

benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to bind the Department to any obligation, or to incur any liability in behalf of the Department.

ARTICLE IX MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities, and expenditures by the Sub-recipient, in existence prior to the initiation of services hereunder shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions of purposes herein stated. The Sub-recipient shall certify that any costs incurred pursuant to this Sub-grant agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE X CONFLICT OF INTEREST

The Sub-recipient covenants that no person, under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this Sub-grant agreement. The Sub-recipient further covenants that in the performance of this Sub-grant agreement, no person having such conflict shall be employed. Any such interest, on the part of the Sub-recipient or its employees, must be disclosed in writing to the Department.

ARTICLE XI MODIFICATIONS

Modifications of this Sub-grant agreement may be made by the written mutual consent of the parties hereto.

ARTICLE XII TERMINATIONS

This agreement may be terminated by:

- A. Either party, upon the provision of thirty (30) days written notice.
- B. Mutual Agreement of the parties.
- C. Death or some other incapacity that prevents the Sub-recipient from fulfilling Sub-recipient's duties as set out in this Sub-grant agreement.

ARTICLE XIII BREACH BY SUB-RECIPIENT

In the event that the Sub-recipient breaches the terms and conditions of this Sub-recipient, the Department may, at its discretion, immediately terminate the Agreement, withhold payment for services not rendered by the Sub-recipient or both.

ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose

that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$750,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to insure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment..
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.

18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan, Exhibit A.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.
28. The Sub-recipient agrees to adhere to the Records Retention Schedule for all documentation related to this agreement.

ARTICLE XV NOTICES

Any and all notices required by this Agreement, unless otherwise specified herein, shall be delivered as follows:

To the Department:

416 S East Street, Lebanon OH 45036

To the Sub-recipient:

416 S East Street, Lebanon OH 45036

ARTICLE XVI MERGER

This Agreement is the complete understanding between the parties. No prior or contemporaneous agreements, whether written or oral, may modify, enlarge or alter this written agreement except as incorporated by reference herein.

ARTICLE XVII SEPARABILITY

If any portion of this Sub-grant agreement is deemed to be illegal due to conflict with state or local law, the remainder of the Sub-grant agreement shall remain in full force and effect.

ARTICLE XVIII FORCE MAJUERE

Should the subject matter of this Sub-grant agreement be made illegal, abolished by the legislature or destroyed by an Act of God, or civil unrest then the agreement shall be terminated.

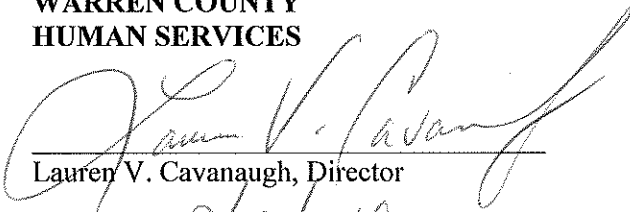
ARTICLE XIX HEADINGS

The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes, and are of no substantive effect.

ARTICLE XX GOVERNING LAW

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

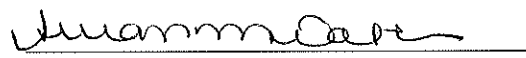
**WARREN COUNTY
HUMAN SERVICES**



Lauren V. Cavanaugh, Director
9/13/2018

Date

**WARREN COUNTY
CHILDREN SERVICES**



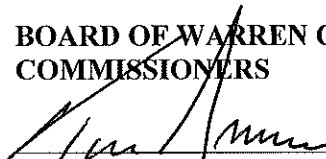
Susan Walther, Director

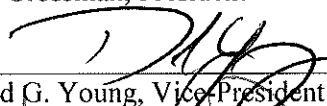
Date

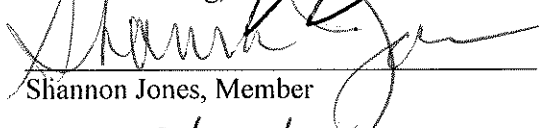
WARREN COUNTY PROSECUTOR
Approved as to Form Only

By: 

**BOARD OF WARREN COUNTY
COMMISSIONERS**



Tom Grossman, President


David G. Young, Vice-President


Shannon Jones, Member
9/25/18

Date

Exhibit A

Warren County
Job and Family Services
Division of Human Services
Prevention, Retention, Contingency Plan (PRC)
10/1/2017
Revised
9/10/2018

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

Contact Information:
Lauren Cavanaugh, Director
513-695-1402

Arlene Byrd, Deputy Director
513-695-1422

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SECTION I INTRODUCTION

The Prevention, Retention and Contingency Program, better known as PRC is designed to assist families in overcoming immediate barriers to achieving or maintaining self-sufficiency and personal responsibility. This is accomplished by providing necessary benefits and services that will enable individuals to obtain employment, keep employment, and improve their overall economic circumstances and stability.

The PRC program provides for nonrecurring, short-term, crisis-oriented benefits and ongoing services that are directly related to one of the four purposes of the Temporary Assistance for Needy Families (TANF) Program. To ensure fair and equitable treatment of the families applying for PRC, the program shall be continuously in operation according to the standards and procedures as set forth within this document. The services and benefits provided under the PRC program fall into three categories:

- PREVENTION:** Designed to divert families from ongoing cash assistance by providing short term non-assistance.
- RETENTION:** Provided to assist an employed member of the family maintaining employment.
- CONTINGENCY:** Provided to meet an emergent need which, if not met, threatens the safety, health, or well-being of one or more family member.

A program or service provided through the PRC program must accomplish one of the four purposes of TANF which include:

- TANF Purpose 1:** To provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.
- TANF Purpose 2:** To end the dependence of needy parents on government benefits by promoting job preparation, work and marriage.
- TANF Purpose 3:** To prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies.
- TANF Purpose 4:** To encourage the formation and maintenance of two-parent families.

PRC funds may only provide benefits and services which are not considered “assistance” (45 C.F.R. 260.31). This definition includes non-recurrent, short-term benefits that are designated to deal with specific crisis or episode of need, are not intended to meet recurrent/ongoing needs, and will not extend beyond four (4) consecutive months. Non-recurrent benefits and services may encompass more than one payment per calendar year, as long as the payment provides short-term relief and addresses a crisis situation rather than meeting an ongoing or recurrent need and does not exceed the assistance group benefit/cap limit.

SECTION II

EMERGENT NEED AND EXPLORING COMMUNITY RESOURCES

Every reasonable effort must be made to explore the availability of resources within the county prior to the authorization of PRC. County staff determining eligibility for PRC should be aware of community resources which may be utilized to help meet the need. Failure on behalf of the applicant to accept or utilize available community resources may be grounds for denial of a PRC application. The PRC Program is designed to provide **temporary** assistance to families with a demonstrated emergent need. In all cases, the amount of the PRC benefit issued must meet, but may not exceed the emergent need of the AG and fall within the established caps of the program. If the amount of PRC available cannot prevent the onset or continuation of the emergent situation, there is no eligibility for payment. In addition, multiple requests (more than one) for PRC services will be evaluated on a case by case basis. Services may not be provided if an abusive pattern of usage is established

SECTION III

ELIGIBILITY

A. Economic Need

Economic eligibility includes the combination of income eligibility and evaluation of family needs. Income eligibility for PRC Services is based upon the Federal Poverty Guidelines (FPG) and varies per service category. Specific FPG guidelines have been established per service category and are listed per service are in sections IV, V, VI and VII.

1. Income

In order for the PRC AG to be found eligible, the PRC AG's income must be at or below 200% of the Federal Poverty Guidelines (FPG) in effect at the time of application, with the exception of Sub-grant and Contractual PRC Benefits and Services. PRC applicants must provide information regarding income for the last thirty (30) days prior to the date of application, including verification of this income if requested by the Warren County Department of Job and Family Services (WCDJFS). Income and family composition guidelines may vary according to the service/benefit and TANF priority. In order to determine income eligibility, WCDJFS will compare all gross income received within the last thirty (30) days to the FPG standard for the specific service category unless otherwise stated. In most cases, PRC assistance is only available to members who haven't received PRC assistance above the monetary cap during the previous 12 consecutive months. Families receiving assistance under another program may receive PRC assistance. Some exceptions to this rule exist and can be found within each service category.

All gross earned and unearned income which has been received by any member of the PRC AG during the 30 day budget period is considered when determining financial need. The 30 day period begins 30 days prior to the date of the application and ends on the application date. The income received during this period is used in the computation of financial eligibility. This includes all income which is normally exempt or disregarded when

determining eligibility for OWF, FA or DA. Examples of gross earned and unearned income include;

Gross earned income examples include:

- Earnings from work as an employee
- Earnings from self-employment, less the cost of doing business
- Training allowance
- Commission

Gross unearned income examples include:

- RSDI benefits
- Alimony and child support
- Veterans Administration Benefits
- Worker's Compensation
- Lump-Sum Payments
- Strike Benefits
- Unemployment Benefits
- Pension and retirement benefits
- Investment Income
- Rental Income

Income of all Assistance Group members must be verified. Only **earned** income of an AG member under the age of 18 will be **excluded** (unless child is a parent).

Per OAC 5101:1-24-20, Prevention, retention and contingency program: excluded income and resources. The following income and resources are excluded when determining financial eligibility for PRC Benefits and Services;

- Child Support payment distributions made by Ohio Department of Job and Family Services (ODJFS) pursuant to division (C) of Section 1 of Am. S.B. 170 of the 124th General Assembly (10/25/2001).
- All income that is federally excluded in the determination of eligibility for federal needs-based programs. Federally excluded income include the income sources identified below;
 - Drug discounts and transitional assistance received under the Medicare Prescription Drug Improvement, and Modernization Act, at Section 1860D-31(g)(6) of the Social Security Act (12/08/2003). The language in Section 1860D-319(g)(6) of the Social Security Act states that the availability of negotiated prices or transitional assistance under this section shall not be treated as benefits or otherwise taken into account in determining an individual's eligibility for, or the amount of benefits under any other federal program.
 - Monetary allowances paid under Section 401 of the Veterans Benefits and Health Care Improvement Act of 2000, effective December 1, 2000. Payments

authorized and made by the veteran's administration (VA) to provide certain benefits, including a monthly monetary allowance for children with covered birth defects are the natural children of women veterans serviced in the republic of Vietnam from February 28, 1961 through May 7, 1975.

With the above exception, the total gross income, both earned and unearned, of all the PRC AG members, shall be counted. There are no deductions or exclusions allowed from any type of countable income. Written or verbal verification of income is required. For any verification which is obtained by phone, there must be clear documentation in the PRC AG record concerning the name and position of the information provider, the date the verification was obtained, the amount of the verified income, and the name of the individual who obtained the verification.

Once the total gross countable income of a PRC AG is determined and verified, the amount is compared to the 200% Federal Poverty Guidelines for the appropriate PRC AG size. If the total PRC AG income is equal to or less than 200% of the FPG amount for the applicable PRC AG size, the PRC AG meets the income requirement.

2. Resource/Assets

A general principle of the PRC Program is any resources which an Assistance Group (AG) member currently has available must be applied toward the emergent need. The resources to be considered for PRC are those which are both liquid and available to help the AG meet the emergent need. Liquid resources are those which are in cash or payable in case upon demand-the most common types being;

- Savings accounts, checking account, stocks, bonds, mutual funds and promissory notes. Available liquid resources are those in which any AG member has a legal interest and legal ability to use or dispose of.

Resources owned by one AG member are considered available to all other AG members. If ownership of a resource is shared by an AG member and a non-AG member, it is considered available if the AG member has access to the entire resources.

All available liquid resources which any AG member has in excess of \$500.00 must be applied toward the emergent need; the exception being contractual agreements or some special programs offered by WCDJFS. Any resources exceeding \$500.00 which was transferred without adequate consideration within the past 30 days prior to the PRC application shall be considered a resource which is available to be applied toward the emergency need.

B. Assistance Group (AG)/Household:

General PRC eligibility requires that a child reside in the household. 45 C.F.R. 260.30 Minor child means an individual who 1) has not attained 18 years of age; or has not attained 19 years of age and is a full-time student in a secondary school. Special consideration has been made to non-custodial parents, shared parenting, families where children have been temporarily removed, kinship providers, and pregnant women in their third trimester of pregnancy.

An eligible assistance group may consist of a minor child residing with a parent, specified relative, legal guardian or legal custodian and other members of the household (who may or may not be related to the minor child) who may significantly enhance the family's ability to achieve economic self-sufficiency.

The method of defining the PRC Assistance Group (AG) varies by service category and is described per service area. AG determination for families where children are temporarily absent from the home or shared parenting situations are described below.

1. Temporary Absence (5101:1-3-04)- The absence of a member of the AG is temporary when all of the following conditions are met;
 - a. The location of the absent individual is known;
 - b. There is a definite plan for the return of the absent individual to the home; and
 - c. The absent individual shared the home with the assistance group prior to the onset of the absence. A newborn is considered to be sharing the home with the assistance group at the time of birth.

An AG member may be considered temporarily absent for up to 45 consecutive days. An AG member who is, or is expected to be absent from the home without good cause for longer than 45 consecutive days does not meet the temporary absence requirement of PRC/OWF. Good cause reasons can be found in OAC 5101:1-3-04 (C) (1-8).

2. Cases where children are temporarily absent from the home (i.e., taken into legal protective custody by the Warren County JFS, Division of Children Services), remaining household members may be eligible for PRC assistance if the following criteria apply:
 - The child has been out of the home less than a total of six (6) consecutive months,
 - The family has a Children Services reunification plan in place,
 - The family is actively working toward reunification, as verified by the Children Services caseworker. Authorization of PRC services must contribute to the reunification process.

3. Shared Parenting

In a situation where two parents claim custody or shared parenting of child(ren) and are claiming the child to be in the home for purposes of PRC eligibility, one of the following three criteria must be verified:

Does the requesting parent receive and/or pay support for the child(ren)? If one parent pays support, the parent in receipt of the support should be considered the custodial parent. If no support order is established, verify

- a. Does the requesting parent or the other custodial parent receive OWF case assistance? If one parent receives cash assistance and the child(ren) are part of the assistance group, the OWF recipient should be considered the custodial parent. If neither household receives cash assistance, verify (b).
- b. The parent requesting PRC services may present one of two documents to verify shared parenting. He/She may bring verification that the child is claimed as a dependent on the most recent Federal tax filing OR may bring in a signed letter from the other parent. Such letter should state that the parenting is shared, that the signer understands the other parent is applying for PRC services, and that any approval of services may affect the signer's future eligibility for PRC services.

C. Application Process

The PRC applicant or an authorized representative must complete the WCDJFS, Prevention, Retention, and Contingency Program (PRC) Application or other required applications to request PRC benefits or services. In accordance with Section 329.051 of the ORC each applicant will be provided with a voter registration form when requesting a PRC application. An applicant is responsible for completing all necessary documents, furnishing all available facts and information, and cooperating in the eligibility determination process.

Eligibility for PRC is dependent upon the PRC Assistance Group's (AG) demonstration and verification of the need for financial assistance and/or services, and whether the county determines that a provision of PRC will satisfy the need.

Samples of all PRC Applications appear in the Exhibits Section of the Plan.

The county is responsible for using objective criteria when determining eligibility and approving or denying the application within 10 days after completion of the application process in a fair and equitable manner, which includes verification of information.

Eligibility will be carefully evaluated on a case-by-case basis. Immediate needs, whether or not the PRC Program can be of benefit, will be determined by the WCDJFS. WCDJFS has the authority to designate the application process be completed by other entities based upon a contractual agreement.

This program is designed to help people overcome immediate barriers to achieving or maintaining self-sufficiency and personal responsibility, thereby preventing the need for ongoing public assistance. However, the fact that an ongoing Medicaid, OWF, Food Assistance group is active is not necessarily a determining factor in the consideration of eligibility for the PRC Program. In addition, the WCDJFS must inform individuals about other programs (i.e., Medicaid and Food Assistance) that are available and of hearing rights that are applicable.

Once the PRC application is approved, WCDJFS will authorize and generate payment for assistance, goods, or services. Authorization may occur any time after the application is approved.

The applicant shall receive a notice of approval or denial within forty-five 45 days of the date of application. The applicant shall receive Notice of Approval of Your Application for Assistance (ODJFS 4074) or Notice of Denial Your Application for Assistance (ODJFS 7334) pursuant to the decision rendered. Applicants shall receive a copy of hearing rights at the time of the decision.

- Applicants have 14 days from the date of application to submit all required payments, in the form of a money order, toward the approved benefit. Failure to comply will result in denial of the approved application on the 15th day.
- Failure to cooperate during the eligibility process which results in a denial for PRC Services and/or Benefits, will result in the inability to re-apply for 30 days after the denial, unless the agency determines otherwise.

Under this Program, an eligible AG may receive customized assistance, goods, or services determined by the WCDJFS. Ongoing receipt of Medicaid, Food Assistance, Ohio Works First, or Disability Assistance is not a determining factor in considering an AG's eligibility for PRC services (outside of any income received through said programs). WCDJFS will inform applicants of other programs/services available through the Agency.

Receipt of PRC services in another county or PRC/TANF services provided in another state shall be considered when processing a PRC application. PRC/TANF benefits and amounts received in other counties and/or states shall be considered and included in the caps.

WCDJFS will pursue collection of PRC assistances which has been obtained fraudulently or that has been determined to be an overpayment.

D. PRC Program Modification/Termination

Warren County reserves the right to modify or terminate the PRC program at any time. Modifications may encompass any or all areas of the county PRC Plan. Any modifications of the PRC Plan will be submitted to the Warren County Board of County Commissioners for approval. Upon approval, WCDJFS will submit the modified plan to the Ohio Department of Job and Family Services. Warren County reserves the right to modify or terminate PRC services or eligibility requirements for any reason, including reduction of funds, changes in State or Federal Regulations, and the need to address appropriate emerging needs within the community.

SECTION IV

CHILD WELFARE and KINSHIP SERVICES AND BENEFITS

PRC payments are limited to the amount actually required to meet the presenting need, up to the amounts listed below for each type of assistance received within the timeframes described. Verifications of amounts owed must be original bills or invoices.

- A. Kinship Navigator Outreach meet TANF Purposes 1-** Information and referral, website, public service announcements, brochures, bill boards, phone banks, and other services,
- B. KPIP/KCCP Administration-** The Kinship Permanency Incentive Program is a program to promote permanency to a minor child in the legal and physical custody of a kinship caregiver(s). Kinship Child Care Program (KCCP) is a program to promote stability to a minor child who is placed with or in the legal and physical custody of a kinship caregivers by providing child care services to eligible kinship families.

Kinship Permanency Incentive Program (KPIP) and Kinship Child Care Program (KCCP) meet TANF Purpose 1

Eligibility: As defined in 5101:2-40-04 and 5101: 2-40-06

C. Child Welfare Case Management

TANF Child Welfare Services meet TANF Purpose 1.- Includes Child Welfare Family Reunification Activities, Child Welfare Custody Case Management Activities and Non-Custody Case Management Activities.

Eligibility: At or below 200% FPL

PRC Child Welfare Family Preservation Activities: Includes activities performed on behalf of a child and their family if all of the following apply: there is not an in-home case or a custody case established, the child and family's income meets the income eligibility criteria for the county's PRC plan, and the county has included these service in its PRC plan. Activities include: screening and assessment of needed services, providing program information and referral and linking to services such as family preservation services, domestic violence services, parenting training, substance abuse treatment, and counseling.

Child Welfare PRC Custody Case Management: A custody case has been established, a reunification plan is in place and the child is expected to be reunified with the family within six months of placement; the child and family's income meets the income eligibility criteria for the county's PRC plan: and the county has included these child protective services in their PRC Plan. Activities include: those related to family preservation to reunite a child with the child's family. If there is a custody case, but any one of the

following applies: no reunification plan, placement exceeds six months, if the family's income exceeds the PRC income eligibility limit, or the county agency has not included these services its PRC plan; then use code 769.

Child Welfare Non-Custody Case Management: An in-home case is established; the child and family's income meets the income eligibility criteria for the county's PRC Plan and the county has included these services in its PRC Plan. Activities include: development and implementation of a regimen of reasonable efforts which are undertaken to prevent the removal of the child into placement, and/or activities related to the development and implementation of a regimen of services for an adopted child and/or the child's family which are undertaken to support the maintenance of the adoption and/or prevent the disruption of the adoption. Such activities include supporting the management of care or services referral to, or arranging for, care services; planning or supervising care or services; supporting access to care or services; assessing results of care or services; and performing a case assessment. If an in-home case is established, but the family's income exceeds the PRC income eligibility limit, or the county agency has not included these services in its PRC Plan then use code 770.

D. Kinship Caregiver Payments TANF Purpose 1.- Kinship Caregiver Payments to assist relative and non-relative kinship caregivers who are determined to have significant unexpected needs because of caring for children in their homes. Payments cannot exceed beyond 4 consecutive months.

Service or Benefit Category	CAP	TANF Purpose	Description	Targeted Group
Per Kinship Placement Family	\$3,000 per 12-month period	TANF 1	May include; Rent Assistance/Security Deposits, Utility Assistance, Court Filing Fees, Car Repairs, Furniture for Child(ren), Hygiene, Groceries, Child Care Registration Fees, Home Repairs, etc.	Relatives and Non-Relatives caring for minor children
Per Kinship Placed Child	\$1,000 per 12-month period	TANF 1	May Include; Clothing/Shoes, School Fees, Activity/Extracurricular Fees, Work Related Needs, etc.	Minor children being cared for by relative or non-relative Kinship Placement

Application and Eligibility Process:

- At or below 200% FPG- Does not include Resource Limit as part of eligibility.
- Involvement with Children Services and completion of Self-Declaration Application located on page 35 of this plan.
- Kinship Caregivers Payments will not count toward the maximum limit for the County PRC Assistance Program.
- Warren County Children Services is responsible for having the Kinship Caregiver complete the Self-Declaration Application for PRC Kinship Caregiver Payments and for acquiring all the necessary forms needed and setting the family up in the Auditor's system as a vendor to receive reimbursement.

- Warren County Children Services is responsible for all other documentation and issuing Notices of Approval or Denial for PRC Services.

E. Child Welfare Services & Benefits- Provided to families at risk of child abuse and or/neglect, as determined by the Children Services Division for the purpose of providing assistance to needy families so that child may be cared for in their own homes or in the homes of relatives while reducing the inappropriate use of out-of-home care. Examples may include assistance with utility cost, gas cards, rent assistance, clothing for children, school fees, furniture, etc.

Service or Benefit	TANF Purpose	CAP	Economic Need Standard	Targeted Group
Child Welfare Services & Benefits	TANF Purpose 1	\$1,500.00 per 12- month period.	200% of the FPL	Minor children being cared for by relative or non-relative placement

Application & Eligibility Process:

- At or below 200% FPG- Does not include Resource Limit as part of eligibility.
- Eligibility is based on the Self-Declaration Application located on page 35 of this plan.
- Families must work with Children Services
- Receipt of assistance will not count toward the maximum limit for the County PRC Assistance Program.
- Warren County Children Services is responsible for having families complete the Self-Declaration Application for Child Welfare Services & Benefits and for acquiring all the necessary forms needed and setting the family up in the Auditor’s system as a vendor to receive reimbursement.
- Warren County Children Services is responsible for all other documentation and issuing Notices of Approval or Denial for PRC Services.

SECTION V WCDJFS SERVICES AND BENEFITS

Ineligible Applicants

The following applicants are ineligible for in-house PRC Assistance and/or Benefits in Warren County if any of the following apply:

- Individuals who are not citizens of the United States and do not meet the definition of qualified aliens;
- Families that have fraudulently received assistance including Food Assistance, Cash Assistance, Medicaid and Child Care, until repayment in full occurs, except overpayments that are determined by WCDJFS to result from an agency error these situations will not restrict eligibility for PRC;
- Individuals who have quit or refused a job without good cause or have significantly reduced their hours of employment without good cause within 60 days prior to the date of the PRC application,
- Individuals serving a sanction.

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Contingency Services: An emergent need that threatens the health, safety, or acceptable living arrangement to the extent that it prohibits children from being cared for in their own home or inhibits job preparation/retention, work or marriage.</p> <p>Installation or repair of telephone, Emergency Shelter or Temporary housing, Personal expenses (school clothing, winter coats, child restraint seats), Repair or purchase of furnace or water tank, Home repairs affecting basic structure (roof, plumbing walls), Repair or purchase of appliances (stoves, fans, refrigerators, washers/dryer or air conditioners,) Furniture (beds, mattress and box springs, kitchen table, chairs).</p>	<p>TANF Purpose: 1 and 2</p>	<p>Any number of individual payments to meet a non-recurrent crisis or episode of need up to \$2,000.00 per assistance group per 12-month period.</p>	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p> <p>Non-custodial parent who lives in the state, but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	<p>At or below 200% FPL</p>	<p>Employed individuals</p> <p>Unemployed individuals</p> <p>Families with children at risk of abuse or neglect</p> <p>Victims of domestic violence</p>

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Employment and Training Services and Benefits: Purchase clothing or uniforms for work.</p> <p>Purchase safety equipment, i.e., shoes, glasses, work boots.</p> <p>Purchase special tools and/or equipment required for employment.</p>	TANF Purpose: 2	\$250.00 for non-recurrent short-term benefits to be provided once within a 12-month period.	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p> <p>Non-custodial parent who lives in the state, but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	At or below 200% FPL	Employed Individuals <i>Proof of employment or offer of employment is required</i>

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Rent Payment/ Security Deposit</p> <p>(No payment will be made for extra fees for pets unless the pet is also a service animal. No payment will be made for any additional extras fees charged by the landlord) Landlords/managers must sign a repayment agreement for security deposits.</p> <p>Notice to Leave the Premise from the Landlord, Notice of Court Ordered Eviction, Transitioning from Homelessness, uninhabitable residence, moving to a more affordable location, unforeseen circumstances have resulted in a need to relocate.</p>	TANF Purpose: 1 and 2	<p>Past due rent or deposit up to \$1,200.00, payment to the landlord.</p> <p>Verification of the requirement for a security deposit must be provided by the landlord</p> <p>Non-recurrent short-term benefits to be provided once within a 24-month period.</p> <p>Amount to be paid by WCDJFS is limited to one month of late fees. Additional monthly late fees are the responsibility of the AG.</p>	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p> <p>Pregnant individuals with no other children</p> <p><i>Household must be able to provide a plan to avoid continuation of this issue.</i></p>	At or below 200% FPL	<p>Employed Individuals</p> <p>Unemployed individuals</p> <p>Families and Children</p> <p>Homeless Families</p>

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Utility Assistance for Initial Services and Shut-offs: Gas, propane, kerosene, wood, electric, water, sewer</p> <p>Must be a current bill Must be a bill for the current residence Must have at least made 1 payment within the 3 months prior to filing a PRC application to be considered for assistance.</p>	TANF Purpose: 1 and 2	<p>Amount due, up to \$500.00 once within a 12-month period to assist with initial services or disconnects.</p> <p><i>Referrals will be made to HEAP during when HEAP is active.</i></p> <p>HEAP Referral Exception one-time \$200.00 within 12-month period.</p>	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p> <p>Pregnant individuals with no other children</p>	At or below 200%	<p>Employed Individuals</p> <p>Unemployed individuals</p> <p>Families and Children</p>

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Automobile Repair</p> <p>The applicant must be scheduled or have worked for a minimum of 30 hours per week at minimum wage (or the equivalent), participating at a verifiable work experience program, or enrolled and attending education/training for up to 4 consecutive months.</p> <p>Automobile repairs will only be provided in those situations where the automobile is needed to retain employment, meet the above work activity requirement, or assist with transportation for education/training. <i>Two bids are required from certified auto repair company.</i></p>	TANF Purpose: 1 and 2	<p>Up to \$1,500.00 one time in a 12-month period.</p> <p>WCDJFS has the option to deny repairs based on age, condition, repair needed and value of the vehicle.</p>	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p> <p>Non-custodial parent who lives in the state, but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	At or below 200% FPL	<p>Employed individuals</p> <p>Recently employed individuals</p> <p>Under employed individuals- not having enough paid work or not doing work that makes full use of their skills and abilities.</p> <p>Individuals in education or training for up to 4 consecutive months.</p> <p>Non-Custodial Parents who are employed.</p>

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
Transportation Transit Pass, Mileage reimbursement to and from work or school, Transportation Allowance, Gas Card.	TANF Purpose: 1 and 2	Limited to contracted amount. <u>Transit tickets are the preferred option.</u> Transit tickets capped at 60 days for newly employed individuals. OR Gas Cards- Limited to 4 Gas Cards issued either Weekly or Bi-Weekly dependent on proof of mileage by applicant in the amount of \$50.00 per card not to exceed a \$200.00 total disbursement. Uncapped for active OWF/TANF Work Activity participants	Parents with minor children and all other household members Specified relatives with minor children and all other household members Non-custodial parent who lives in the state, but does not reside with his/her minor child(ren) and is cooperating with CSEA.	At or below 200% FPL	Employed individuals Unemployed Individuals in education or training for 4 consecutive months. OWF Work Activity Participants

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
Child Care Registration Fee This benefit is for full and part-time employment to assist with any required Child Care Registration Fees. OWF/TANF Work Activity Participants, no cap.	TANF Purpose: 1 and 2	Not to exceed \$200.00 per family. Non-recurrent short-term benefits to be provided as defined above once within a 12-month period.	Parents with minor children and all other household members Specified relatives with minor children and all other household members	At or below 300% FPL	Employed Individuals Victims of Domestic Violence Relatives caring for minor children

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Ohio Youth to Work Program <i>Eligibility</i> - An Ohio Youth Works program funded through PRC shall only serve persons from a TANF-eligible family. The types of persons that may be served are:</p> <ul style="list-style-type: none"> • Youth ages 14-15, as long as the youth is in a needy family and is in school. <p>The youth served may be non-custodial parents as long as they are considered "needy" and have a minor child. "Needy" is not specifically defined by state or federal regulation but may be no greater than income at 200% of the federal poverty level.</p> <p><i>Family</i> is defined in federal and state law and regulations as follows: a minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met); a pregnant individual with no other children; or a non-custodial parent who lives in the state, but does not reside with his/her minor child(ren).</p> <p><i>Foster Care</i>: Youth in a foster care setting age 14 to 15 years of age if they are a full-time student in a secondary school may be served</p>	<p>TANF Purpose: 1 and 2</p>	<p>Hourly wage capped at \$10.00 per hour.</p> <p>Services not to exceed agency TANF grant amount.</p>	<p>Parents with minor children and all other household members</p> <p>Specified relatives with minor children and all other household members</p>	<p>At or below 200% FPL</p>	<p>Youth age 14-15, as long as the youth is a minor child in a needy family and is in school.</p> <p>Youth age 16-24 or 16-24 who have a minor child and are considered needy, will be served under the CCMEP Program.</p>

**SECTION VI
WCDJFS EMPLOYMENT RELATED
SERVICES AND BENEFITS**

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group	Verifications
<p>Transitional Benefit for Full Time Employment</p> <p>This benefit is not available for work assignments made through temporary staffing agencies until individual is hired by the placement company.</p> <p>This program is only available to participants who are experiencing a termination or reduction in TANF/OWF benefits as a result of securing full time employment.</p> <p>The Transitional Benefit Program provides benefits for up to 2 months from the start of employment. The transitional benefit is not considered assistance as defined in 45 C.F.R. 260.31.</p> <p>If a participant is transitioning off of the TANF/OWF Program to Full Time Employment they may receive their Full or Partial TANF/OWF Allotment at the time they leave the program for no more than 2 months. If the participant is receiving a reduction of TANF/OWF Benefits and not termination of full benefits, the transitional benefit amount will</p>	<p>TANF Purposes: 1 and 2</p>	<p>2-month Cap based on the last monthly allotment amount of OWF/TANF or at the difference if a reduced amount.</p> <p>Transitional Benefits are available for 2 new jobs within a 24 month period.</p> <p>**Cut Off- If employment is reported prior to agency cut off (adverse action) then the transitional benefit will be for 2 months following the month reported Example; If reported in prior to cut off in February AG will receive Transitional Benefit for March and April</p>	<p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian</p> <p>Pregnant individuals with no other children</p>	<p>At or below 200% FPL</p>	<p>Employed Individuals</p>	<p>Verification of Full Time Employment from Employer, full time employment means scheduled to work 30 hours or more each week.</p> <p>Current Pay Stubs, if available</p> <p>**Cut Off- if employment reported after cut off (adverse action) AG will receive full benefit month following and transitional benefit the month after that. Example; if reported at end of February after cut off client will receive normal benefit in March and Transitional benefit in April.</p>

be for the difference between the monthly allotment amounts at the time of full time employment minus the amount it is reduced to. Below are two examples for guidance;

Termination of OWF/TANF due to full time employment

Example; current allotted amount of OWF/TANF is \$582.00 per month. If approved for Transitional Benefit Program the recipient would receive that monthly benefit for 2 months after beginning full time employment to assist with the transition time.

Reduction of OWF/TANF due to full time employment

Example; current allotted amount of OWF/TANF is \$582.00 per month, amount will be reduced to \$382.00 as a result of new full time employment. The Transitional Benefit amount will be \$200.00 for the 2 months to assist with the transition time.

The participants of the Transitional Benefit Program are still eligible to receive the New Employment Bonus for Full Time Employment in addition to the Transitional Benefit. Participants must apply for each program separately.

Transitional Benefits are not countable income for public assistance programs, they are intended to assist the participant in moving toward self-sufficiency.

<p>If participant leaves employment during the two month period without good cause the agency will seek measures to re-coup the Transitional Benefit Amount.</p>						
<p>New Employment Bonus for Full Time Employment</p> <p>This benefit is not available for work assignments made through temporary staffing agencies until individual is hired by the placement company.</p> <p>Employment Bonus is available after the verified completion of 4 weeks (30 days) of full-time employment.</p> <p>The PRC Application must be received within 30 days of when the bonus is available.</p>	<p>TANF Purposes: 1 and 2</p>	<p>\$100.00 after 30 days of full-employment,</p> <p>Cannot exceed more than 2 <u>new</u> jobs in a 36 month period</p>	<p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian</p> <p>Pregnant individuals with no other children</p> <p>Non-custodial parent who lives in the state, but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	<p>At or below 200% FPL</p>	<p>Employed Individuals</p>	<p>Verification of Full Time Employment from Employer, full time employment means scheduled to work 30 hours or more each week.</p> <p>Current Pay Subs, if available</p>
<p>Employment Retention Bonus for Full Time Employment</p> <p>This benefit is not available for work assignments made through temporary staffing agencies until individual is hired by the placement company.</p> <p>Employment Bonus is available after the verified completion of 90 days (3 months) or 180 days (6 months) of full-time employment.</p> <p>The PRC Application must be received within 30 days or after the</p>	<p>TANF Purposes: 1 and 2</p>	<p>\$150.00 after 90 days</p> <p>\$300.00 after 180 days</p> <p>Cannot exceed more than 2 <u>new</u> jobs in a 36 month period</p>	<p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian</p> <p>Pregnant individuals with no other children</p> <p>Non-custodial parent who lives in the state, but does not reside with his/her minor</p>	<p>At or below 200% FPL</p>	<p>Employed Individuals</p>	<p>Verification of Full Time Employment from Employer, full time employment means scheduled to work 30 hours or more each week.</p> <p>Current Pay Stubs, if available</p>

completion of the 90 th day or the 180 th day of verified job retention.			child(ren) and is cooperating with CSEA.			
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SECTION VII
WCDJFS DISASTER SERVICES AND BENEFITS

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Disaster Assistance Benefits to assist with the damage or loss sustained as a result of natural disaster upon declaration by County Commissioners, identified by the Red Cross, or otherwise identified. All families are potentially eligible for this category of assistance regardless of OWF sanction status. PRC issued in this category will not apply toward the yearly cap per family. If the applicant has homeowners insurance that can address the emergent need, it must be accessed prior to the issuance of PRC. The following list is not all inclusive.</p> <ul style="list-style-type: none"> ➤ <i>Shelter Assistance</i> <ul style="list-style-type: none"> • Rent/Rent Deposits • Mortgage Payments • Emergency shelter/temporary shelter (excluding hotel charges) • Payment of moving expenses ➤ <i>Utility Assistance</i> <ul style="list-style-type: none"> • Payments for initial hook up • Purchase bulk fuel destroyed or damaged by disaster • Installation or repair of telephone (when medically necessary with Doctor Statement) • Home repair or replacements affecting basic structure (provided to the homeowner only) • Appliances or fixture repair or replacements • Repair or purchase of furnace, air conditioning, or water heater (provided to the homeowner only) • Purchase or replace essential household contents ➤ <i>Personal items</i> <ul style="list-style-type: none"> • Essential clothing for members of the Assistance Group • Essential non-consumable products, excluding tobacco products and alcohol ➤ Vehicle repair for damage caused by the disaster provided the automobile is necessary for employment or medical condition 	<p>TANF Purpose: 1</p>	<p>Determined by State or County, not to exceed \$1,500 per family.</p> <p>All Disaster Benefits are dependent on available PRC funding.</p>	<p>Parents with minor children and all other household members</p> <p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian</p> <p>Pregnant individuals with no other children</p> <p>Non-custodial parent who lives in the state, but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	<p>Determined by State Declaration</p> <p>or</p> <p>At or below 200% FPL</p>	<p>Families sustaining disaster related damage or loss</p>

Service or Benefit	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Disaster Relief for Adults and Disabled Not eligible for TANF Plan</p> <p>Benefits to assist with damage or loss sustained because of natural disaster upon declaration of Governor</p>	<p>TANF Purpose: 1</p>	<p>Determined by State or County, not to exceed \$750 per family.</p> <p>Disaster Relief for Adults and Disabled are dependent on available PRC funding.</p>	<p>Age 55 or over with no minor children</p> <p>OR</p> <p>No minor children but in receipt of disability payments such as SSI, Social Security Disability, VA Disability, PERS or STERS Disability, Railroad Retirement Disability, Black Lung Benefits.</p>	<p>Determined by State Declaration</p> <p>or</p> <p>At or below 200% FPL</p>	<p>Adults over age 55 with no minor children</p> <p>Disabled Adults</p>

SECTION VIII
SERVICES AND BENEFITS
SUBGRANTED OR CONTRACTUAL PRC

A. Subgranted and Contractual PRC

Subgranted or Contractual PRC benefits and services are provided with local TANF/PRC allocations or State designated TANF pass-through programs and are administered by entering into agreements with other public, private non-profit, and private for-profit vendors. Eligibility for subgranted or contractual PRC services may have different eligibility standards from the in-house PRC services if specified in the agreement or as noted in the List of Services & Benefits in this document. There is no dollar cap for sub granted or contractual services.

All PRC subgrants and contracts must still address the connection of the service being provided to one or more of the four (4) purposes of TANF.

Unless otherwise documented as categorically eligible, eligibility for subgranted/contractual services is accomplished using the **Self-Declaration Application for TANF/Title XX Services**. Applicants for subgranted/contractual services will be notified of approvals, denials, and terminations using the Decision of Your Application for TANF/Title XX Services.

The use of subgranted/contractual PRC services will not prohibit an assistance group from being eligible for other PRC services (in-house or other subgranted/contractual services) noted in the list of services section of this plan.

Services/Benefits	TANF Purpose	CAP	Assistance Group	Economic Need Standard	Targeted Group
<p>Interfaith Hospitality Network (INH) Services for homeless children and families. Primary focus is to address the needs of homeless families. The goal of IHNWC is to assist homeless families as they seek to build a better life through education, employment and self-sufficiency.</p>	TANF Purpose 1, 2, 4	Contracted Amount	Parents with minor children and all other household members Minor child who resides with a parent, specified relative, legal guardian or legal custodian Pregnant individuals with no other children	At or below 200% of FPL	Families and Children Victims of Domestic Violence
<p>Abuse and Rape Crisis Shelter of Warren County (ARCS) ARCS will provide 24/7, trauma-informed, family focused advocacy and case management to survivors and children of domestic violence with the primary goal of ensuring safety, healing and empowerment, while increasing batterer's accountability for their abuse behavior.</p>	TANF Purpose 1, 2, 4	Contracted Amount	Parents with minor children and all other household members Minor child who resides with a parent, specified relative, legal guardian or legal custodian Pregnant individuals with no other children	At or below 200% of FPL	Families and Children Victims of Domestic Violence
<p>Educational Service Center- Resource Coordinator Program for Schools The Resource Coordinator program provides supports and resources to needy families with academically and otherwise at-risk children. Resource Coordinators focus on low-income students and their families who have been identified within the school system. Resource Coordinators help identify, create, and maintain resources for families.</p>	TANF Purpose 1, 2, 4	Contracted Amount	Parents with minor children and all other household members Minor child who resides with a parent, specified relative, legal guardian or legal custodian	At or below 200% FPL	Families with Children
<p>Workforce Development Training & Curriculum Employment Related Short-Term Training Services Provides Training needed to gain, maintain, or advance in the workforce. (ASPIRE) Provides Assessments and planning as recommended by Workforce Development Staff or Sub-Grant Recipients.</p>	TANF Purpose 1 & 2	No Cap for Services	Parents with minor children and all other household members Minor child who resides with a parent, specified relative, legal guardian or legal custodian Pregnant individuals with no other children	At or below 200% FPL	Families with Children

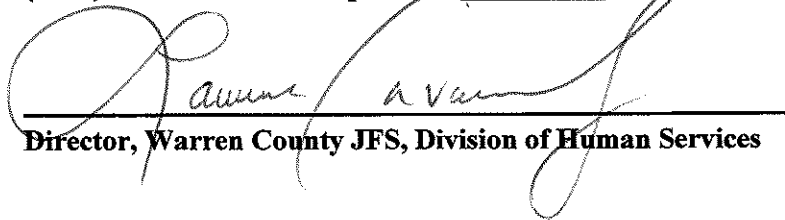
			Non-custodial parent who lives in the state, but does not reside with his/her minor child(ren) and is cooperating with CSEA.		
<p>Workforce Services TANF Administration/Eligibility, Case Management, Work Activities, Education and Training, Work Subsidies/Subsidized Employment</p> <p>TANF Workforce Services provide an opportunity for Warren County Job & Family Services to partner with Ohio Means Jobs of Warren County to provide services to assist in TANF Administration/Eligibility, Case Management, Work Activities, Education & Training, and Work Subsidies/Subsidized Employment.</p>	TANF Purpose 1 & 2	No Cap for Services	<p>Parents with minor children and all other household members</p> <p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian</p> <p>Pregnant individuals with no other children</p> <p>Non-custodial parent who lives in the state, but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	At or below 200% FPL	Families with Children
<p>Children Services Provided to families at risk of child abuse and or/neglect, as determined by the Children Services Division for the purpose of providing assistance to needy families so that child may be cared for in their own homes or in the homes of relatives while reducing the inappropriate use of out-of-home care.</p>	TANF Purposes 1	Contracted Amount	<p>Kinship Relative and Non-Relative Families caring for children with open/active cases in the Children Services Division</p> <p>Parents or specified relatives with minor children</p> <p>Pregnant Women</p>	At or below 200% FPL	<p>Kinship Caregivers caring for children with open/active cases in the Children Services Division</p> <p>Families with open active cases in Children's Protective Services System</p>

**SECTION XI.
APPROVAL**

INTERPRETATION

In instances of ambiguity or lack of clarity in the provisions of this Plan, the determination of the WCDJFS as to the meaning and interpretation shall be final and binding. The WCDJFS will be the final authority for all decisions regarding eligibility for PRC benefits and services and for the allocation of PRC funds to support benefits and services to the public.

Warren County Job and Family Services, Division of Human Services agrees to implement this Prevention, Retention and Contingency (PRC) Plan on Revised September 10, 2018.



Director, Warren County JFS, Division of Human Services

9/10/2018

Date

**SECTION X.
EXHIBITS**

Application A- WCDJFS PRC Application

WARREN COUNTY JOB & FAMILY SERVICES
DIVISION OF HUMAN SERVICES

WARREN COUNTY PRC APPLICATION

NAME: _____
ADDRESS: _____
CITY/ST./ZIP _____
PHONE: _____ DATE: _____

FOR AGENCY USE
CASE # _____

COMPLETE THE CHART FOR EVERY PERSON LIVING IN YOUR HOUSEHOLD, INCLUDING YOURSELF.

Name	Relationship to Applicant	SSN	Age	Source of Income	Monthly Income
					\$
					\$
					\$
					\$
					\$
					\$

- Have you or anyone in the household received any type of assistance from any county in Ohio or any other state this month or in the past 3 months? YES NO. If "yes" please explain _____

- Explain what you are needing and why you are needing it _____

- Explain your household plan to address this need in the future: _____

- Is anyone in your household currently ineligible for or disqualified from any programs of assistance?
 Yes No Explain _____

WARREN COUNTY JOB & FAMILY SERVICES
DIVISION OF HUMAN SERVICES

5. Has anyone in your household quit a job, refused a job, or significantly reduced hours of employment in the last 60 days?
 Yes No Explain _____
6. Do you pay Rent or a Mortgage? YES NO, if "yes", monthly amount: \$ _____
7. List the Utilities you pay and the average monthly amount: \$ _____
8. Are you and your family: In a Shelter Have a court ordered eviction Homeless
9. Is anyone in the household pregnant? Yes No If "yes" please list who _____

DOES ANYONE IN THE HOME HAVE RESOURCES? SUCH AS;

Resource	Person with Resource	Amount of Resource
<input type="checkbox"/> Cash on Person		\$
<input type="checkbox"/> Checking Account		\$
<input type="checkbox"/> Savings Accounts		\$
<input type="checkbox"/> Stocks/Bonds		\$
<input type="checkbox"/> Other		\$

If Other, Please Specify: _____

BENEFIT OR PROGRAM YOU ARE REQUESTING ASSISTANCE FOR (MAY ONLY SELECT ONE PER APPLICATION):

PROGRAM SERVICES AND BENEFITS

- | | |
|--|--|
| <input type="checkbox"/> Automobile Repairs
<input type="checkbox"/> Child Care Registration Fee
<input type="checkbox"/> Contingency Services
<input type="checkbox"/> Employment Training
<input type="checkbox"/> Other (Explain) _____ | <input type="checkbox"/> Rent Assistance or Security Deposit
<input type="checkbox"/> Transportation Assistance
<input type="checkbox"/> Utility Disconnect or Deposit |
|--|--|

EMPLOYMENT RELATED BENEFITS

TRANSITIONAL BENEFIT PROGRAM

- Transitional Benefit Program- Verification of employment is required for this benefit category

EMPLOYMENT BONUS/RETENTION PROGRAM

- New Employment Bonus (\$100.00) after first 30 days of Verified Employment
 Employment Retention Bonus (\$150.00) after first 90 days of Verified Employment
 Employment Retention Bonus (\$300.00) after first 180 days of Verified Employment

WARREN COUNTY JOB & FAMILY SERVICES
DIVISION OF HUMAN SERVICES

PRC Verification Checklist

REQUIRED VERIFICATIONS FOR ALL PRC PROGRAM SERVICES AND/OR BENEFITS

- Verification of Social Security Numbers for EVERYONE in the household
- ID for all ADULTS in the Household
- Verification that resources do not exceed \$500 (checking, savings acct, etc.)
- Verification of ALL household income for the past 30 days (earned and unearned; ex: pay stubs, child support, and social security)

****Please supply appropriate verifications based on the one program you apply for:**

RENT OR SECURITY DEPOSIT:

- Verification form signed by the landlord verifying they will accept a voucher
- Landlord's form to return deposit to WCDHS
- Eviction notice.

NOTE: You CANNOT move into an apartment BEFORE you receive our voucher.
YOU are responsible for taking the voucher to the Landlord.

UTILITY BILLS (when HEAP is NOT in operation):

- Shut off notice bill (must be in applicant's name and for applicant's current address)
- Assistance Group must have made at least one payment within the past 3 months

NOTE: This is not available during the HEAP season November - March 31st

AUTO REPAIRS/TIRES:

- Valid Driver's License
- Proof of Auto ownership (must be in applicant's name)
- Proof of registration
- Proof of mileage
- Proof of insurance
- Two quotes are required from a certified mechanic. All vendors MUST actually SEE the vehicle.

Verification of employment 30 hours per week at minimum wage (or a guaranteed start date)

TRANSPORTATION ASSISTANCE/GAS CARDS

- Valid Driver's License
- Proof of insurance
- Verification of employment at 30 hours per week at minimum wage (or a guaranteed start date)

CHILD CARE REGISTRATION FEE

- Proof of Registration with Child Care Provider
- Proof of Full Time and/or Part-time employment or Work Required

TRANSITIONAL BENEFIT

- Proof of Employment

EMPLOYEE BONUS PROGRAM

- Proof of Employment

WARREN COUNTY JOB & FAMILY SERVICES
DIVISION OF HUMAN SERVICES

Note: Regardless of your eligibility for PRC Benefits/Services, you have the right to apply for all other programs of assistance offered by this agency, such as Medicaid, Food Assistance, Cash Assistance, and Child Care Assistance. If you wish to apply, please inquire. Also, if you wish to register to vote, please request a voter registration form.

Please use the back of this form as needed to provide the requested information.

Applicant Signature

Date

REV 02/2017

****Please Note**:** Applicants have 14 days from the date of application to submit all required payments toward the approved benefit. Failure to comply will result in denial of the approved application on the 15th day. Failure to cooperate during the eligibility process which results in a denial for PRC Services and/or Benefits, will result in the inability to re-apply for 30 days after the denial, unless the agency determines otherwise.

Application B
WCDJFS- TANF Summer Youth Employment Program Application

PRC Request for TANF Summer Youth Employment Program 2016



Instructions: Please complete Sections I, II, III and IV.
Incomplete applications will not be considered for this program.

Section I: Complete the Demographic Information Below

Parent or Guardian Name	Youth Name	
Social Security Number	Youth Social Security Number	Youth Age
Present Address	Present Phone Number	

Section II: List All Household Members:

Name	Date of Birth	Relationship to Youth	Does this person receive OWF, Food Assistance, or Medicaid?	
(YOUTH NAME)		SELF	<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No

(List any additional household members on the back of this form.)

Section III: Complete and answer all questions about income.

- Is your household actively receiving Food Assistance Benefits? Yes No
- Is your household actively receiving Medicaid? Yes No
- Is your household actively receiving Cash Assistance (OWF) Benefits? Yes No
- Does anyone in the household have an outstanding OWF overpayment? Yes No

Check the box to indicate your family income in the last 30 days and list each individual with income, type of income and monthly amount. Attach proof of income for each income type. (Note: If your family receives Ohio Works First cash assistance or food assistance, you will not need to provide verification of income but you will still be required to complete the section below.)

	List the Type of Income (Examples: Wage, Social Security, SSI, Child Support)	List the Monthly Amount of Income
<input type="checkbox"/> \$0 - \$1980		
<input type="checkbox"/> 1981 - 2670		
<input type="checkbox"/> 2671 - 3360		
<input type="checkbox"/> 3361 - 4050		
<input type="checkbox"/> 4051 - 4740		
<input type="checkbox"/> 4741 - 5430		
<input type="checkbox"/> 5431 - 6122		
<input type="checkbox"/> 6123 - 6815		

PRC Request for TANF Summer Youth Employment Program 2016

If you are not registered to vote where you live now, would you like to apply to register to vote here?
 YES, I want to register to vote. NO, I do not want to register to vote.
 If you do not check either box, you will be considered to have decided not to register to vote at this time.

Section IV: Read and Sign the Application.

By my signature below, I agree that the above information is true and complete to the best of my knowledge. I also give consent for my information to be shared with Ohio Means Jobs - Warren County and Warren County Educational Service Center for any purpose related to the TANF Summer Youth Employment Program.

Parent / Guardian Signature	Date
Youth Signature	Date

How did you hear about this program? _____

FOR WCJFS USE ONLY	FOR WCJFS USE ONLY	FOR WCJFS USE ONLY
<input type="checkbox"/> Eligible	<input type="checkbox"/> Approval Letter Given	<input type="checkbox"/> Not Eligible <input type="checkbox"/> Denial Letter Sent/Given
<input type="checkbox"/> Eligibility determined by receipt of OWF, FA, or Medicaid verified through CRISE, OBWP, BIC or another reporting source.		
<input type="checkbox"/> age 16-17 minor child in needy family in school	<input type="checkbox"/> 18-24 in needy family with minor child	
<input type="checkbox"/> 18-24 with child and considered needy		
Signature of WCJFS Worker		Date

Additional Notes (If applicable):

Application C
WCDJFS- Winter Coat Program Application

**WARREN COUNTY HUMAN SERVICES PRC APPLICATION
WINTER COAT PROGRAM**

NAME: _____
 ADDRESS: _____
 CITY/ST./ZIP _____
 PHONE: _____ DATE: _____

FOR AGENCY USE
ARAD # _____
CASE # _____

Please list EVERY person in the home :

Last Name	First Name	SSN	Relationship	DOB	SEX	AGE	SIZE
			SELF				

Are you currently receiving any of the following: CASH ASSISTANCE FOOD ASSISTANCE

Is anyone in the home currently employed? Yes No (INCLUDE 4-6 WEEKS PAY)

	WHO	WHERE	HOURLY RATE	# HOURS PER WEEK
JOB 1				
JOB 2				

Unearned income: SSI Social Security Child Support Alimony Unemployment Other
 If yes

WHO	SOURCE	WHEN	AMOUNT

 Applicant Signature

 Date

APPROVED DENIED

 WORKER SIGNATURE

 Date

 SUPERVISOR SIGNATURE

 Date

Application D
TANF Child Welfare/Kinship Navigator Self- Declaration Application

WARREN COUNTY SELF-DECLARATION APPLICATION FOR TANF/CHILD WELFARE

Name:	For Agency Use Only
Social Security Number:	Subgrantee:
Present Address:	Worker:
Telephone/Contact Number:	Date received:

1. List EVERYONE living in your household, including yourself.

(If you are a non-custodial parent, list your children residing in Ohio.)

2. Circle your family size below.

Name	Relationship to Applicant	Age	Source of Income	Family Size	Monthly Gross Income at 200% of the Federal Poverty Level
1.				1	\$1980
2.				2	\$2670
3.				3	\$3360
4.				4	\$4050
5.				5	\$4740
6.				6	\$5430
7.				7	\$6122
8.				8	\$6815

3. Check one:

- I declare that my family's gross monthly income is at or below the standard listed.
 I declare that my family's gross monthly income is above the standard listed.

4. Please read this statement carefully and respond below:

I reside in Warren County and have a child younger than 19 years of age in Ohio. All members of my household are citizens or qualified aliens. I am not in debt to the Department of Job & Family Services for an OWF or PRC overpayment due to fraud. I am not an unmarried parent under 18 who is not attending school or not living in an adult-supervised living arrangement. No one in my household is a fleeing felon or probation/parole violator. No one in my household is failing to cooperate with the Child Support Enforcement Agency in establishing paternity or securing child support. No one in my household has been found to have fraudulently misrepresented their residence in order to obtain benefits in two or more states.

- YES, I agree with the above statement (it is correct/true for me).
 NO, I disagree with the above statement (it is not correct/true for me).

5. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

Signature of Applicant: _____ Date: _____

Voter Registration Notification: If you are not registered to vote where you live now, would like to register to vote at this time?

- Yes, I want to register to vote. No, I do not want to register to vote.
 (If you do not check either box, you will be considered to have decided not to register to vote at this time. This does NOT affect your application for benefits in any way.)

FOR AGENCY USE ONLY	
<input type="checkbox"/> Eligible <input type="checkbox"/> Decision Letter Given (retain copy)	<input type="checkbox"/> Not Eligible <input type="checkbox"/> Decision Letter Given (retain copy)
Signature of Worker	Date

Application E
Self-Declaration Application for TANF PRC/Title XX Services

WARREN COUNTY SELF-DECLARATION APPLICATION FOR ARCS TANF/PRC SERVICES

Name:	For Agency Use Only
Social Security Number:	Subgrantee:
Present Address:	Worker:
Telephone/Contact Number:	Date received:

1. List EVERYONE living in your household, including yourself.

(If you are a non-custodial parent, list your children residing in Ohio.)

2. Circle your family size below.

Name	Relationship to Applicant	Age	Source of Income	Family Size	Monthly Gross Income at 200% of the Federal Poverty Level
1.				1	\$1,980
2.				2	\$2,670
3.				3	\$3,360
4.				4	\$4,050
5.				5	\$4,740
6.				6	\$5,430
7.				7	\$6,122
8.				8	\$6,815

3. Check one:

- I declare that my family's gross monthly income is at or below the standard listed.
 I declare that my family's gross monthly income is above the standard listed.

4. Please read this statement carefully and respond below:

I reside in Warren County and have a child younger than 19 years of age in Ohio. All members of my household are citizens or qualified aliens. I am not in debt to the Department of Job & Family Services for an OWF or PRC overpayment due to fraud. I am not an unmarried parent under 18 who is not attending school or not living in an adult-supervised living arrangement. No one in my household is a fleeing felon or probation/parole violator. No one in my household is failing to cooperate with the Child Support Enforcement Agency in establishing paternity or securing child support. No one in my household has been found to have fraudulently misrepresented their residence to obtain benefits in two or more states.

- YES, I agree with the above statement (it is correct/true for me).
 NO, I disagree with the above statement (it is not correct/true for me).

5. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

Signature of Applicant: _____ Date: _____

Voter Registration Notification: If you are not registered to vote where you live now, would like to register to vote at this time?

- Yes, I want to register to vote. No, I do not want to register to vote.
 (If you do not check either box, you will be considered to have decided not to register to vote at this time. This does NOT affect your application for benefits in any way.)

FOR AGENCY USE ONLY			
<input type="checkbox"/> Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)	<input type="checkbox"/> Not Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)
Signature of Worker		Date	

WARREN COUNTY SELF-DECLARATION APPLICATION FOR TANF/TITLE XX SERVICES

Name:	For Agency Use Only
Social Security Number:	Subgrantee:
Present Address:	Worker:
Telephone/Contact Number:	Date received:

1. List EVERYONE living in your household, including yourself.

(If you are a non-custodial parent, list your children residing in Ohio.)

2. Circle your family size below.

Name	Relationship to Applicant	Age	Source of Income	Family Size	Monthly Gross Income at 200% of the Federal Poverty Level
1.				1	\$1980
2.				2	\$2670
3.				3	\$3360
4.				4	\$4050
5.				5	\$4740
6.				6	\$5430
7.				7	\$6122
8.				8	\$6815

3. Check one:

- I declare that my family's gross monthly income is **at or below** the standard listed.
 I declare that my family's gross monthly income is **above** the standard listed.

4. Please read this statement carefully and respond below:

I reside in Warren County and have a child younger than 19 years of age in Ohio. All members of my household are citizens or qualified aliens. I am not in debt to the Department of Job & Family Services for an OWF or PRC overpayment due to fraud. I am not an unmarried parent under 18 who is not attending school or not living in an adult-supervised living arrangement. No one in my household is a fleeing felon or probation/parole violator. No one in my household is failing to cooperate with the Child Support Enforcement Agency in establishing paternity or securing child support. No one in my household has been found to have fraudulently misrepresented their residence in order to obtain benefits in two or more states.

- YES, I agree with the above statement (it is correct/true for me).
 NO, I disagree with the above statement (it is not correct/true for me).

5. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

Signature of Applicant: _____ Date: _____

Voter Registration Notification: If you are not registered to vote where you live now, would like to register to vote at this time?

- Yes, I want to register to vote. No, I do not want to register to vote.

(If you do not check either box, you will be considered to have decided not to register to vote at this time. This does NOT affect your application for benefits in any way.)

FOR AGENCY USE ONLY			
<input type="checkbox"/> Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)	<input type="checkbox"/> Not Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)
Signature of Worker		Date	

Resolution

Number 18-1473

Adopted Date September 25, 2018

APPROVE AGREEMENT AND ADDENDUM WITH BELLEFAIRE JEWISH CHILDREN'S BUREAU AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

WHEREAS; due to a clerical error, the agreement for 2017 was overlooked and needs approval; and

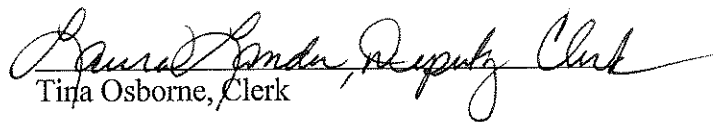
NOW THEREFORE BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into an agreement and addendum with Bellefaire Jewish Children's Bureau, on behalf of Warren County Children Services, for calendar year 2017, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a – Bellefaire Jewish Children's Bureau
Children Services (file)

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

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

This Agreement is between

a Title IV-E Agency, hereinafter "Agency," whose address is

hereinafter "Provider," whose address is:

Collectively the "Parties."

IV-E Agency Name Warren County Children Services		
Street/Mailing Address 416 S East St		
City Lebanon	State OH	Zip Code 45036

and

Provider Bellefaire Jewish Children's Bureau		
Street/Mailing Address 22001 Fairmount BLVD		
City Shaker Heights	State OH	Zip Code 44118

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2017** through **12/31/2017**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan including participation in case reviews and/or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider.
- B. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02).
 - 1) Emergency situations include but are not limited to the following:
 - a. Absent Without Leave (AWOL)
 - b. Child Alleging Physical or Sexual Abuse / Neglect
 - c. Death of Child
 - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
 - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
 - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
 - g. School Expulsion / Suspension (formal action by school)
 - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
 - i. Victim of assault, neglect, physical or sexual abuse
- F. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1) The filing of any law enforcement report involving the child
 - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based school or vocational/job skills training, community service activities, *independent living skills if age 14 or older*, monitoring and supporting community adjustment.
- I. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- L. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.

- M. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5101:2-42-65 of the Administrative Code.
- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) business days prior to the occurrence.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIII of this Agreement.
- D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
 - 1) that it has adequate funds to meet its obligations under this Agreement;
 - 2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$50,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for

payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

- 1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIII.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VI. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
- 1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2) If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3) All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of the Agency's child and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about and generated under this Agreement may fall within the public domain, the Provider shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of

1964.

- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1) Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3) Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with Ohio Revised Code section 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC rule 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC sections 5101.11, 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1) Rule 5101:2-47-11 of the OAC: "Reimbursement for foster care maintenance costs for child's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities".
 - 2) Rule 5101:2-47-26.1 of the OAC: "Public child services agencies (PCSA), private child placing agencies (PCPA): Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements".
 - 3) Rule 5101:2-47-26.2 of the OAC: "Cost Report Agreed Upon Procedures Engagement".
 - 4) JFS 02911 Single Cost Report Instructions.
 - 5) For Private Agencies: 2 CFR 225, Cost Principles for Non-Profit Organizations.
 - 6) For Public Agencies: 2 CFR 230, Cost Principles for State, Local and Indian Tribal Government.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

if to Agency, to

Warren County Children Services
416 S East St
Lebanon OH 45036

if to Provider , to

Bellefaire Jewish Children's Bureau
22001 Fairmount BLVD
Shaker Heights OH 44118

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees, currently have no, nor will they acquire, any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the conflicting interest will not participate in any activities related to this Agreement
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04 , 2921.42, 2921.43.

Article XX. INSURANCE

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

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

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

- 1) Additional insured endorsement;
- 2) Product liability;
- 3) Blanket contractual liability;
- 4) Broad form property damage;
- 5) Severability of interests;
- 6) Personal injury; and
- 7) Joint venture as named insured (if applicable).

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

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

- 1) Additional insured endorsement;
- 2) Pay on behalf of wording;
- 3) Concurrency of effective dates with primary;
- 4) Blanket contractual liability;
- 5) Punitive damages coverage (where not prohibited by law);
- 6) Aggregates: apply where applicable in primary;
- 7) Care, custody and control – follow form primary; and
- 8) Drop down feature.

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

E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.

F. The Provider further agrees with the following provisions:

- 1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
- 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
- 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1) Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2) Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3) Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
 - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
 - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
 - c. A current valid driver's license and vehicle insurance must be maintained.
- 2) In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. the individual has a condition which would affect safe operation of a motor vehicle;
 - b. the individual has six (6) or more points on his/her driver's license; or
 - c. the individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against child served by Agency.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List prohibits public agencies from awarding an Agreement for goods, services, or construction, paid for in whole or in part from federal, state and local funds, to an entity identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

The deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire," or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to and by executing this Agreement hereby does assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

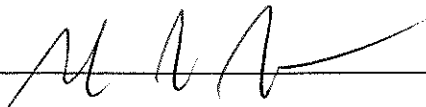
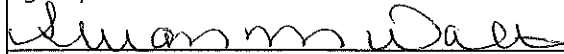
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

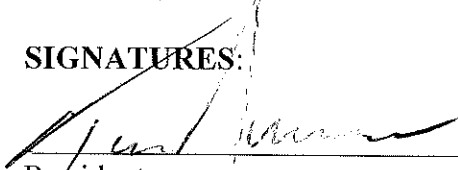
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider:		Date	5/9/18	
Printed Name	Bellefaire Jewish Children's Bureau			
Agency:				
Printed Name	Warren County Children Services		Date	9/17/18


IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 18-1473, dated 9/25/18.

SIGNATURES:



President
Warren County Board of Commissioners
9/25/18
Date

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

a Title IV-E Agency, hereinafter "Agency," whose address is

hereinafter "Provider," whose address is:

IV-E Agency Name Warren County Children Services		
Street/Mailing Address 416 S East St		
City Lebanon	State OH	Zip Code 45036

and

Provider Bellefaire Jewish Children's Bureau		
Street/Mailing Address 22001 Fairmount BLVD		
City Shaker Heights	State OH	Zip Code 44118

Contract ID : 14166413

Originally Dated :01/01/2017 to 12/31/2017

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	01/01/2017
Amendment End Date :	12/31/2017
Increased Amount:	\$0.00

Article Name:

Amendment Reason Narrative:

Addendum #1 attached. See Addendum #1 for details.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 07/06/2017

Provider / ID : Bellefaire Jewish Children's Bureau/ 24298

Contract Period : 01/01/2017 - 12/31/2017

Cost/Amendment Period :01/01/2017 -

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Intensive Residential Treatment (20324)	395628			\$360.98	\$0.00							\$360.98	01/01/2017	12/31/2017
Specialized Foster Care (30078)-Spec Need	107653			\$32.00	\$44.12							\$76.12	01/01/2017	12/31/2017
Specialized Foster Care Plus Level 3 (30345)-Spec Need	375634			\$39.00	\$61.17							\$100.17	01/01/2017	12/31/2017
Therapeutic Foster Care (30077)-Excpt Need	107652			\$50.00	\$114.34							\$164.34	01/01/2017	12/31/2017
Traditional Foster Care (30198)-FFH	375633			\$16.00	\$35.40							\$51.40	01/01/2017	12/31/2017
Transitional Open Treatment (20388)	393641			\$215.00	\$7.17							\$222.17	01/01/2017	12/31/2017

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

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

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

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapies, and recreational activities).”

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

WHEREAS, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services
416 S. East Street
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES

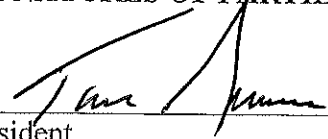
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

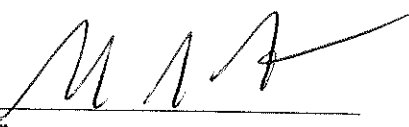
The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

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

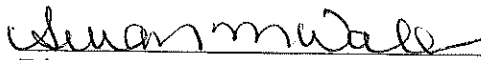
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 18-1473, dated 9/25/18, and by the duly authorized president of Bellefleur Jewish Children's Bureau [Provider].

SIGNATURES OF PARTIES:

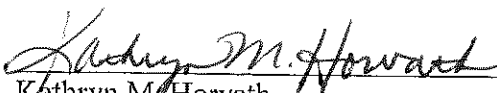

President
Warren County Board of Commissioners
Date 9/25/18


Provider
Date 5/9/18

Reviewed by:


Director
Warren County Children's Services

Approved as to Form:


Kathryn M. Horvath
Assistant Prosecuting Attorney

Resolution

Number 18-1474

Adopted Date September 25, 2018

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES THE MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY COMMUNICATIONS PASP AND THE LEBANON AND FRANKLIN POLICE DEPARTMENT PSAPS

WHEREAS, this Memorandum of Understanding (MOU) will serve as a formal agreement between the Public-Safety Answering Point (PSAP) agencies to continue to receive roll-over 9-1-1 calls, for any reason, in continued pursuit of the highest level of public safety to the respective service area, as possible. Further, this agreement shall satisfy the Ohio Administrative Code, 5507-1-05 [PSAP] Minimum Staffing requirements; and

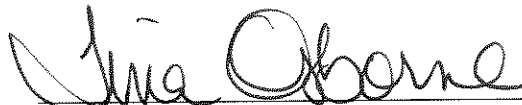
NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the PSAP Memorandum of Understanding on behalf of the Warren County Department of Emergency Services; copy of said agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
C/A – Lebanon Police Dept. (PSAP)
C/A – Franklin Police Dept./Communications Center (PSAP)

Memorandum of Understanding

Between

Lebanon Police Department (PSAP)

25 W. Silver St.

Lebanon, Ohio 45036

and

Warren County Communications (PSAP)

520 Justice Dr.

Lebanon, Ohio 45036

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Lebanon Communications Center and the Warren County Communications Center to receive and process roll over 9-1-1 calls to or from either agency, received from the service area.

Background

By design, calls that are not answered by either primary PSAP are forwarded, or rolled-over to the other primary PSAP, so that no inbound 9-1-1 call goes unanswered and unaddressed. Situations causing such roll-over calls are typically related to a significant event whether it be an act of God, technical problem, or any event causing an overwhelmingly high number of 9-1-1 calls to the PSAP. Both agencies herein have historically agreed in principle and action to act on each other's behalf in such circumstances, without a written agreement, so that the best interest of public safety is achieved.

Purpose

This MOU will serve as a formal agreement between the two agencies herein, to continue to receive roll-over 9-1-1 calls, for any reason, in continued pursuit of the highest level of public safety to our respective service areas, as possible. Further, this agreement shall satisfy the Ohio Administrative Code, 5507-1-05 [PSAP] Minimum Staffing requirements.

Funding

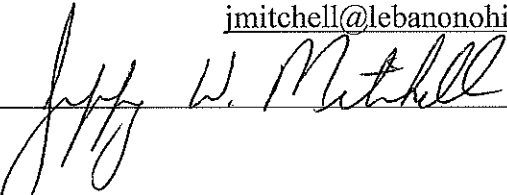
This MOU does not constitute a commitment of funds by either agency.

Duration

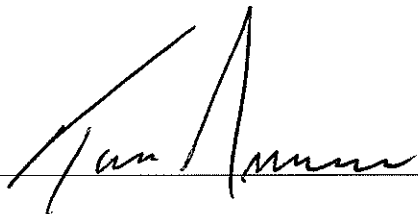
This MOU is at-will and may be modified by mutual consent of authorized officials from Warren County Communications or Lebanon Communications. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from either agency, this MOU shall be non-expiring.

Contact Information


Partner name: Lebanon Police Department/Communications Center (PSAP)
Partner representative: Jeff Mitchell
Position: Chief of Police
Address: 25 W. Silver Street, Lebanon, Ohio 45036
Telephone: 513-932-2010
Fax: 513-932-4006
E-mail: jmitchell@lebanonohio.gov

Signature:  Date: 9-17-18

Partner name:
Partner representative:
Position:
Address:
Telephone:
Fax:
E-mail:

Signature:  Date: 9/25/18

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Memorandum of Understanding

Between

Franklin Police Department / Communications Center (PSAP)

400 Anderson Street

Franklin, Ohio 45005

and

Warren County Communications (PSAP)

520 Justice Dr.

Lebanon, Ohio 45036

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Franklin Police Department and the Warren County Communications Center to receive and process roll over 9-1-1 calls to or from either agency, received from the service area.

Background

By design, calls that are not answered by either primary PSAP are forwarded, or rolled-over to the other primary PSAP, so that no inbound 9-1-1 call goes unanswered and unaddressed. Situations causing such roll-over calls are typically related to a significant event whether it be an act of God, technical problem, or any event causing an overwhelmingly high number of 9-1-1 calls to the PSAP. Both agencies herein have historically agreed in principle and action to act on each other's behalf in such circumstances, without a written agreement, so that the best interest of public safety is achieved.

Purpose

This MOU will serve as a formal agreement between the two agencies herein, to continue to receive roll-over 9-1-1 calls, for any reason, in continued pursuit of the highest level of public safety to our respective service areas, as possible. Further, this agreement shall satisfy the Ohio Administrative Code, 5507-1-05 [PSAP] Minimum Staffing requirements.

Funding

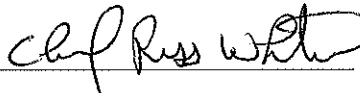
This MOU does not constitute a commitment of funds by either agency.

Duration

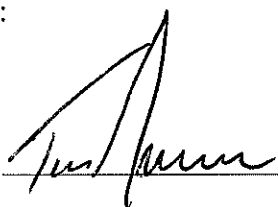
This MOU is at-will and may be modified by mutual consent of authorized officials from Warren County Communications or Franklin Police Department. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from either agency, this MOU shall be non-expiring.


Contact Information

Partner name: Franklin Police Department
Partner representative: Russ Whitman
Position: Chief of Police
Address: 400 Anderson Street, Franklin, Oh 45005
Telephone: 937 746 2882
Fax: 937 743 7750
E-mail: rwhitman@franklinohio.org

Signature:  Date: 9-17-18

Partner name:
Partner representative:
Position:
Address:
Telephone:
Fax:
E-mail:

Signature:  Date: 9/25/18

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 18-1475

Adopted Date September 25, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #09/18/2018 001, #09/18/2018 002, #09/18/2018 003, #09/18/2018 004, #09/18/2018 005, #09/18/2018 006, #09/20/2018 001, #09/20/2018 002, #09/20/2018 003, #09/20/2018 004, #09/25/2018 001, #09/25/2018 002, #09/25/2018 003, #09/25/2018 004, #09/25/2018 005, and #09/25/2018 006; said batches are attached hereto and made a part hereof.

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

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


Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1476

Adopted Date September 25, 2018

APPROVE VARIOUS REFUNDS

BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor vw
Refunds file

Resolution

Number 18-1477

Adopted Date September 25, 2018

APPROVE VARIOUS RECORD PLATS

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

- Taylors Ridge – Turtlecreek Township
- Haines Meadow Subdivision Section One – A – Wayne Township

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

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

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 18-1478

Adopted Date September 25, 2018

CREATE NEW FUNDS #431 FOR SOCIALVILLE FOSTERS BRIDGE & RETAINING WALL PROJECT AND #432 FOR EDWARDSVILLE ROAD BRIDGE PROJECT

NOW THEREFORE BE IT RESOLVED, to create Funds #431 for the Socialville Fosters Bridge & Retaining Wall Project and #432 for the Edwardsville Road Bridge Project.

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

Mr. Grossmann – yea


Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Establish Appropriation file
Engineer (file)
OMB

Resolution

Number 18-1479

Adopted Date September 25, 2018

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION INTO SEWER FUND NO. 575

WHEREAS, an Amended Certificate and supplemental appropriation are necessary to proceed with the Waynesville Regional WWTP Project; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from Warren County Budget Commission in the amount of \$2,293,000.00:

BE IT FURTHER RESOLVED TO approve the following supplemental appropriation:

\$ 2,293,000.00 into #575-XXXX-3300-320 (Sewer Contracts)

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jb

cc: Auditor 
Amended Certificate file
Supplemental Appropriation File
Water/Sewer (File)
OMB

Resolution

Number 18-1480

Adopted Date September 25, 2018

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION INTO CHILDREN SERVICES FUND #273

WHEREAS, the 2018 Anticipated Revenue for the Children Services Fund #273 should have been reduced due to the fact that the Board of Commissioners provided a portion of their 2018 financial support at the end of 2017; and

WHEREAS, said reduction requires an amended certificate by the Warren County Budget Commission; and

WHEREAS, at the same time additional appropriation is needed to meet year end placement costs; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission, decreasing the amount certified for the Children Services Fund #273 by \$1,823,903; as attached hereto and made a part hereof; and

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

\$822,000.00 into #273-5100-447 (Child Placement Specialized)

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

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


Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor 
Amended Certificate file
Supplemental App. file
Children Services (file)
OMB

Resolution

Number 18-1481

Adopted Date September 25, 2018

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #101-1112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the third quarter of their 2018 local share to their Fund #263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #101-1112 to the Child Support Enforcement Agency Fund #263:

\$57,000.00 from #101-1112-748-9000 (Commissioners Transfers - CSEA)
into #263-2560-450-9000 (CSEA - County Share)

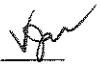
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Operational Transfer file
CSEA (file)
OMB

Resolution

Number 18-1482

Adopted Date September 25, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COGNITIVE INTERVENTION PROGRAM SUBSTANCE ABUSE MONITORING FUND
#284

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 15,000.00 into #284-2911-210 (Material & Supplies)

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

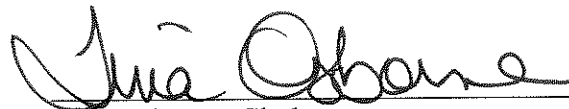
Mr. Grossmann – yea

Mr. Young – yea

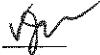
Mrs. Jones – yea

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1483

Adopted Date September 25, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR'S OFFICE
FUND #101-1150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$700.00	from	#101-1150-400	(Purchased Services)
	into	#101-1150-317	(Non Capital Purchases)

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

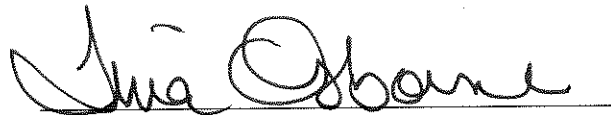
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

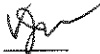
Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CSM/

cc: Auditor 
Appropriation Adjustment file
Prosecutor (file)

Resolution

Number 18-1484

Adopted Date September 25, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMON PLEAS COURT FUNDS
#101-1220, #101-1222, #101-1223, AND #101-1224 INTO #101-1220

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,000.00 from #101-1220-210 (Office Supplies - General)
 into #101-1220-317 (Non Capital Purchases)

\$3,000.00 from #101-1222-210 (Office Supplies – General)
 into #101-1220-317 (Non Capital Purchases)

\$3,000.00 from #101-1223-210 (Office Supplies – General)
 into #101-1220-317 (Non Capital Purchases)

\$2,000.00 from #101-1224-210 (Office Supplies – General)
 into #101-1220-317 (Non Capital Purchases)

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1485

Adopted Date September 25, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustments:

\$12,000.00	from #273-5100-820	(Health & Life Insurance)
	into #273-5100-210	(Materials & Supplies)
\$1,300.00	from #273-5100-114	(Overtime Pay)
	into #273-5100-447	(Child Placement Specialized)
\$2,000.00	from #273-5100-820	(Health & Life Insurance)
	into #273-5100-447	(Child Placement Specialized)
\$2,500.00	from #273-5100-811	(PERS)
	into #273-5100-447	(Child Placement Specialized)
\$4,000.00	from #273-5100-850	(Training/Education)
	into #273-5100-447	(Child Placement Specialized)
\$800.00	from #273-5100-871	(Medicare)
	into #273-5100-447	(Child Placement Specialized)
\$50,000.00	from #273-5100-910	(Other Expense)
	into #273-5100-447	(Child Placement Specialized)

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

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


Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

Resolution

Number 18-1486

Adopted Date September 25, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE FUND
#632

BE IT RESOLVED, to approve the following appropriation adjustment:

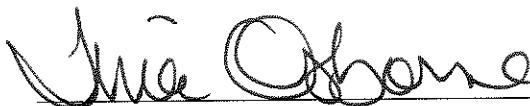
\$5,000.00	from	#632-0100-926	(Benefits – Insurance Premiums)
	into	#632-0100-910	(Benefits – Other Expense)

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


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

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Commissioners file
OMB

Resolution

Number 18-1487

Adopted Date September 25, 2018

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
SEPTEMBER 27, 2018

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
September 27, 2018.

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

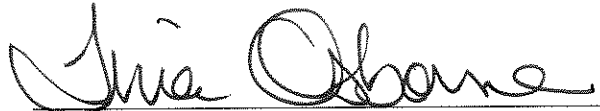
Mr. Grossmann – yea

Mrs. Jones – yea


Mr. Young – yea

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
All Departments
Commissioners file
Press

Resolution

Number 18-1488

Adopted Date September 25, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND #101-1111 AND APPROVE AN OPERATIONAL TRANSFER FROM GENERAL FUND #101-1111 INTO ARMCO PARK FUND #944

WHEREAS, this Board committed to funding the construction of a new concession building at Armco Park in 2015; and

WHEREAS, this Board previously transferred \$500,000 toward the project with the balance to be transferred in succeeding years; and

WHEREAS, it is now necessary to fund the remainder of the project including the sanitary sewer connection; and

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

\$93,275 Into #101-1111-784 (Commissioners, Grants – Park Board)

BE IT FURTHER RESOLVED, to approve the following operational transfer:

\$93,275 from #101-1111-784 (Commissioners, Grants – Park Board)
 into #944-2500-450 (Armco Park- COUNTY CONTRIBUTION)

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

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

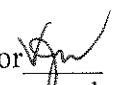
Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor 
Supplemental App. file
Operational Transfer file
Park Board (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 9-17-18

From: Warren County Board of DD

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: item was
replaced with an item that was more expensive

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
<u>205</u>		<u>6710</u>	<u>210</u>	<u>\$ 399.86</u>

VENDOR NAME Safeguard Business Systems, Inc

DESCRIPTION OF SERVICES promotional items, supplies for
agency events

DATE OF OBLIGATION 8/29/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 113,596.78 DATE 8/29/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 106,905.95 DATE 9/19/18

FUND BALANCE NOW \$ 43,920,826.26

CERTIFIED BY: Matt Nolan Jr

MATT NOLAN, WARREN COUNTY AUDITOR

Resolution

Number 18-1490

Adopted Date September 25, 2018

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN WARREN COUNTY HUMAN SERVICES FUND #203

BE IT RESOLVED, to approve the following supplemental appropriation.

\$150,000.00 into 203 5310 749 (Children Services)

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


Mr. Grossmann – yea


Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Supplemental App. file
Human Services (file)