

Resolution

Number 23-0781

Adopted Date June 20, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR CAMILLE HUGHES WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Camille Hughes, Water Distribution Worker II within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, and

NOW THEREFORE BE IT RESOLVED, to approve Camille Hughes' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$24.00 per hour effective pay period beginning June 17, 2023.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
C. Hughes' Personnel File
OMB – Sue Spencer

Resolution

Number 23-0782

Adopted Date June 20, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KYLE PURDY WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Kyle Purdy, Sewer Collections Worker II within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, and

NOW THEREFORE BE IT RESOLVED, to approve Kyle Purdy's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$24.00 per hour effective pay period beginning June 17, 2023.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
K. Purdy's Personnel File
OMB – Sue Spencer

Resolution

Number 23-0783

Adopted Date June 20, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR BO HARNER WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Bo Harner, Water Distribution Worker I within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, and

NOW THEREFORE BE IT RESOLVED, to approve Bo Harner's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$21.00 per hour effective pay period beginning June 17, 2023.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
B. Harner's Personnel File
OMB – Sue Spencer

Resolution

Number 23-0784

Adopted Date June 20, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SHERRY HOLLIDAY WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, Sherry Holliday, Administrative Assistant within the Warren County Emergency Services Department, has successfully completed a 365-day probationary period, and

NOW THEREFORE BE IT RESOLVED, to approve Sherry Holliday's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$20.17 per hour effective pay period beginning June 17, 2023.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
S. Holliday's Personnel File
OMB – Sue Spencer

Resolution

Number 23-0785

Adopted Date June 20, 2023

ACCEPT RESIGNATION OF KRISTIE HOWELL, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JUNE 14, 2023

BE IT RESOLVED, to accept the resignation, of Kristie Howell, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective June 14, 2023.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-0786

Adopted Date June 20, 2023

AUTHORIZE THE POSTING OF THE "ELIGIBILITY REFERRAL SPECIALIST I" 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 an opening for the "Eligibility Referral Specialist I" 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 I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 20, 2023.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
OMB-Sue Spencer

Resolution

Number 23-0787

Adopted Date June 20, 2023

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
JUNE 22, 2023

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, June 22, 2023.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓
Commissioners' file
Press ✓

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

Resolution

Number 23-0788

Adopted Date June 20, 2023

AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO SIGN A MASTER SERVICE AGREEMENT WITH BETHESDA HEALTHCARE INC FOR EMPLOYEE ASSISTANCE PROGRAM (EAP) THROUGH TRIHEALTH EFFECTIVE JULY 1, 2023

WHEREAS, the Warren County Board of Commissioners offers an Employee Assistance Program to employees eligible for the healthcare coverage; and

WHEREAS, it is the desire of the Board to enter into an agreement with Bethesda Healthcare Inc. for EAP services through TriHealth EAP effective July 1, 2023; and

NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to sign the Master Service Agreement with Bethesda Healthcare Inc. for services related to the provision of the Employee Assistance Program effective July 1, 2023; Agreement attached hereto and made a part hereof.

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


Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Bethesda Healthcare INC
Horan Assoc
Tammy Whitaker, OMB
Benefits File

MASTER SERVICE AGREEMENT

This Master Services Agreement (this "Agreement") is made by and between Bethesda Healthcare Inc. ("Bethesda") an Ohio nonprofit corporation with principal offices at 4665 Cornell Road, Suite 350, Cincinnati, OH 45241 and the Board of Warren County Commissioners("County") with principal offices at 406 Justice Drive, Lebanon, OH 45036.

WHEREAS, Bethesda provides a variety of corporate health services to employers and other organizations, including through the TriHealth EAP, the TriHealth Onsite Medical Services Program, Occupational Medicine, and the TriHealth Workplace Wellbeing and Fitness;

WHEREAS, County desires to engage Bethesda to provide such corporate health services as are specified herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE I

SERVICES AND FEES

1.01 Services. Bethesda shall provide services to County as specified in the TriHealth EAP Services Scope of Work attached hereto as Exhibit A (the "Services").

1.02 Fees. For the provision of the Services, County shall pay Bethesda all Fees described Exhibit A. Bethesda shall send an invoice to County on a monthly basis for such Fees. County shall pay invoices within thirty (30) days after receipt. In the event County questions or disputes any invoice or fees referenced in an invoice, County must notify Bethesda within ten (10) days after receipt of the invoice. Failure to dispute an invoice or any amount referenced in an invoice within such ten (10)-day period shall result in the waiver of County's right to dispute the invoice or any amount referenced in the invoice. Bethesda shall have the right to increase the Fees on an annual basis by no more than 4%.

1.03 County Responsibilities.

- (i) County shall designate an associate to act as the liaison between the parties in the day-to-day activities with respect to the Services being provided by Bethesda ("County Coordinator"). The County may change the Company Coordinator at anytime upon written notice to Bethesda. The initial Company Coordinator is:

Tammy Whitaker
406 Justice Drive
Lebanon, OH 45036
P: 513-695-1324
E: tammy.whitaker@co.warren.oh.us

- (ii) County shall provide such space, equipment and supplies as Bethesda and the County Coordinator mutually agree is reasonable to effectuate the provision of Services under this Agreement. Bethesda shall not be responsible for supplying space, equipment, or supplies except as is specifically set forth in an applicable Exhibit.

(iii) County shall provide internal County publicity and communications appropriate to support the provision of Services by Bethesda. Bethesda will provide recommendations as to such publicity and communications. Where Bethesda provides publicity and marketing materials, as specifically described in an applicable Exhibit, County shall distribute such materials.

1.04 Qualified Personnel. Bethesda warrants that it is qualified to perform the Services described in this Agreement and that all of the Services to be provided under this Agreement shall be provided by duly qualified employed or independent contractor personnel, and if required by law, such personnel shall be licensed or certified by the appropriate governing body.

ARTICLE II

FORMS AND RECORDS

2.01 County shall obtain all necessary authorizations, consents, or other permission from employees/participants as required by federal and State laws and regulations, in order to permit Bethesda to provide Services for County hereunder. County shall be solely responsible for compliance with any local, State or federal laws or requirements of licensing agencies as they may apply to County.

2.02 Notwithstanding the foregoing, Bethesda reserves the right to require employees/ participants to complete any additional intake, consent and/or authorization forms as Bethesda determines necessary or appropriate prior to providing Services (including, but not limited to, any preventive screening services) to such employees/ participants. Bethesda may, in its discretion and without breaching the terms of this Agreement, decline to provide Services to any employee/participant who refuses to complete such forms.

2.03 All employee/participant files created in connection with the provision of the Services described on Exhibit A shall be and shall remain the property of Bethesda or its contracted provider/counselor. Bethesda shall maintain the confidentiality and security of such records to the full extent required by applicable law. Upon the termination of this Agreement and subject to the conditions specified in the next sentence, Bethesda shall transfer to the successor service provider/company designated by County a copy of employee/participant identifiable information maintained by Bethesda in connection with the Services. Any such transfer must: (i) be requested by County in writing prior to the effective date of termination of this Agreement; (ii) occur in the timeframe mutually agreed upon by the parties and via the medium determined by Bethesda; (iii) be at the County's sole cost; (iv) be authorized in writing by the employees/participants; and (v) otherwise be permissible under applicable law and Bethesda policy and procedure. Notwithstanding the foregoing, both parties will comply with all applicable federal and State laws and regulations concerning confidentiality and the release of private medical information. This provision shall survive termination or expiration of this Agreement.

ARTICLE III

TERM AND TERMINATION

- 3.01 Term. The term of this Agreement shall commence on July 1, 2023 (the "Effective Date") and shall continue for a period of one (1) year thereafter (the "Initial Term") subject to the termination provisions below. Thereafter, this Agreement will not automatically renew and shall be extended for additional periods only upon the written agreement of Bethesda and the County.
- 3.02 Termination. This Agreement may be terminated by either party at any time for any or no reason upon sixty (60) days' written notice to the other party. Either party may terminate this Agreement in the event that the other party shall default in the performance of any material duty or obligation imposed upon it by this Agreement, and such default shall continue for a period of thirty (30) days after written notice thereof has been given to such party by the party not in default.
- 3.03 Continuing Obligation. In the event this Agreement is terminated, each party shall be relieved from any further obligations to the other party under this Agreement except for those duties and obligations that expressly survive termination of this Agreement. County agrees that its obligation to pay Bethesda for Services provided prior to and on the effective date of termination shall survive termination of this Agreement.

ARTICLE IV

STANDARD TERMS AND CONDITIONS

- 4.01 Insurance. Each party, at its sole cost and expense, shall procure and maintain for the term of this Agreement such policies, to include programs of self-insurance, of comprehensive general liability, workers' compensation coverage as required by law, and other insurance as shall be customary and commercially reasonable to maintain to insure such party against any claim or claims for damages arising as a result of injury to property or person. Upon reasonable request, each party shall submit to the other party a current certificate(s) of insurance prior to the commencement of this Agreement and upon reasonable request during the term of this Agreement.
- 4.02 Compliance with Law. The parties shall perform all obligations set forth in this Agreement in compliance with all applicable State, federal and local laws and regulations, including but not limited to, laws and regulations addressing confidentiality of health information. If there are changes in laws or regulations which affect this Agreement or if any portion of this Agreement is subject to laws or regulations from time to time adopted by any regulating agency, this Agreement shall be amended to conform to such laws, rules and regulations.
- 4.03 Compliance with Policy. Except as set forth below, Bethesda agrees to perform the Services in a manner consistent with the County's policies and/or procedures and protocols applicable to the provision of the Services pursuant to this Agreement (the "Policies"). The County shall provide Bethesda with a current and complete copy of the Policies prior to, or on the effective date of this Agreement and with updates throughout the term of this Agreement. Notwithstanding the foregoing, under no circumstances shall Bethesda perform the Services in a manner consistent with the Policies if doing so would be inconsistent with, or contrary to, (as Bethesda determines in its sole discretion), Bethesda's policies and procedures and applicable laws, regulations and

ethical standards, including but not limited to those promulgated by the State Medical Board of Ohio or the State of Ohio Board of Nursing.

- 4.04 Out-of-State Employees. The County agrees to notify Bethesda, in advance, of any County employee/participant residing outside the State of Ohio if the County desires for Bethesda to provide any Services specific to such employee/participant. The County acknowledges and agrees that, due to health care provider certification/licensure requirements of states other than Ohio, Bethesda may be unable to provide Services for County employees/participants that reside outside the State of Ohio. If Bethesda is unable to provide Services under the circumstances described in this Section 4.04 it shall timely notify the County and such inability shall not be deemed a breach of this Agreement by Bethesda.
- 4.05 Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or two (2) business days after it is mailed, certified, return receipt requested, postage prepaid to a party at its address listed on the first page of this Agreement. Either party may, from time to time, by written notice to the other party, designate a different address, which shall be substituted for the one specified above for such party.
- 4.06 Independent Contractors. The County and Bethesda are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. None of the benefits provided by the County to its employees, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance shall be provided by the County to any of Bethesda's employees.
- 4.07 Strike; Work Stoppage. The parties acknowledge and agree that notwithstanding anything to the contrary herein, Bethesda will not provide any Services pursuant to this Agreement during a strike, work stoppage, boycott or picket by County employees.
- 4.08 Governing Law; Venue. This Agreement will be governed by the laws of the State of Ohio. The parties hereby consent to the exclusive jurisdiction of the courts of the state of Ohio in Warren County and the United States District Court for the Southern District of Ohio and waive any contention that any such court is an improper venue for enforcement of this Agreement. This Section shall survive termination of this Agreement.
- 4.09 Participation Warranty. The Parties represents and warrant to each other that: (i) the party is not excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (ii) the party has not arranged or contracted (by employment or otherwise) with an employee, contractor, and/or agent that the party or its affiliates knew or should have known are excluded from participation in any federal health care program; and (iii) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against the party or any of its affiliates or to their knowledge against any employee, contractor, and/or agent engaged to provide items or services under this Agreement (collectively "Exclusions/Adverse Actions"). Each party during the term of this Agreement shall notify the other party of any Exclusions/Adverse Actions or any basis therefore immediately upon learning of any such Exclusions/Adverse Actions or any basis therefore. Either party shall have the right to terminate this Agreement immediately and without penalty upon the occurrence of an Exclusion/Adverse Action involving the other party.
- 4.10 Access to Books and Records. The parties to this Agreement acknowledge that they may be obligated to comply with Section 1861(v)(1)(l) of the Social Security Act, as amended, and

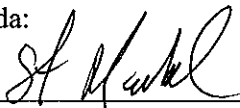
written regulations promulgated thereunder. Accordingly, the parties agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of any service rendered pursuant to this Agreement: (i) until the expiration of four (4) years after the furnishing of any Service pursuant to this Agreement, the County will make available, upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, or other data of the parties that are necessary to certify the nature and extent of cost incurred for such Service; and (ii) if either party carries out any of its duties under this Agreement through a sub-contract with a related organization involving a value or cost of \$10,000 or more over a twelve (12)-month period, such party will cause such sub-contract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Service pursuant to said sub-contract, the related organization will make available, upon written request, of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of said sub-contract and any books, documents, records, or other data of said related organization that are necessary to certify the nature and extent of such costs. This provision shall survive termination of this Agreement. If it should be determined by counsel for Bethesda or a competent administrative or judicial authority that Section 1861(v)(1)(1) of the Social Security Act, as amended, and the written regulations promulgated thereunder, do not apply to the Services rendered under this Agreement, then this Section shall be void.

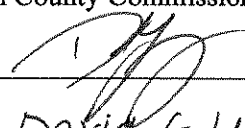
- 4.11 Assignment; Subcontractors. Neither party shall assign or transfer this Agreement without the prior written approval of the other party.
- 4.12 Non-Solicitation. The County agrees that at no time during the term of this Agreement or for a period of one (1) year immediately following the termination of this Agreement (for any or no reason) will it call upon or solicit any employees of Bethesda for the purpose of employing, hiring or otherwise interfering with the employment relationships of such employees; nor will it directly or indirectly (through an agency or otherwise) for itself or on behalf of or in connection with any other person, firm, partnership, corporation, association or facility solicit, hire, employ, utilize the services of or take away any such employee from Bethesda.
- 4.13 Intellectual Property. Any materials shared by Bethesda with the County, including, but not limited to, marketing information and presentations about Bethesda's services, programs and program materials, business operations, software, software escrow, and systems processes used by Bethesda and/or its subcontractors to provide the Services herein and any County feedback on the Services provided herein are the copyrighted, proprietary, and confidential property of Bethesda (collectively, the "Intellectual Property") and that as between Bethesda and the County, all right, title and interest in and to the Intellectual Property, including but not limited to all patent, copyright, trademark and trade secret rights, are owned by, belong to and remain with Bethesda and not the County. The County shall maintain the Intellectual Property in confidence and shall not permit any other person to, reproduce, distribute, sell, transfer, publish, disclose, rent, lease, sublicense, disassemble, decompile, reverse engineer, modify, translate, or create derivative works based on the Intellectual Property (and any copies thereof). The County shall use the Intellectual Property only for its own internal business use and only in compliance with this Agreement. The County shall be responsible for, and shall take appropriate steps to ensure compliance by, its employees and agents with respect to the County's obligations under this Agreement. Upon termination of this Agreement, the County shall, as directed by Bethesda, return or destroy the Intellectual Property.

Notwithstanding the foregoing, the parties acknowledge that the County is a public body subject to public records laws, and nothing herein shall be construed to limit the County's obligations pursuant to Ohio's Public Records and Open Meetings Acts.

- 4.14 Conditions and Limitations. The County agrees that it has retained Bethesda to provide only the services outlined in this Agreement. The County acknowledges that Bethesda has not and will not provide the County advice regarding any employment matters related to the Services, and that the County is solely responsible for any employment-related liability as it relates to the Services, including but not limited to, the substantive components of any wellness program, and any employment decisions made based on the information provided by Bethesda for the purposes of administering any wellness program and/or in providing the Services. The County shall be responsible for providing to employees/participants any notice which may be required by the Equal Employment Opportunity Commission's ("EEOC") final regulations regarding employer health related inquiries or medical examinations which are part of an employee health program. The EEOC has issued a model notice which may be found at: <https://www.eeoc.gov/laws/regulations/ada-wellness-notice.cfm>.
- 4.15 Third Parties. Nothing herein express or implied is intended to nor shall be construed to confer upon or give to any person other than the parties hereto and their successors or permitted assigns any right or remedies under or by reason of this Agreement.
- 4.16 Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement can be modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Bethesda:
By: 
Name: Steve Mombach
Title: SVP, Ambulatory Services & Network Development
Date: 6/19/2023

Warren County Commissioners Office
By: 
Name: David G. Yang
Title: Vice - President
Date: 6.20.23

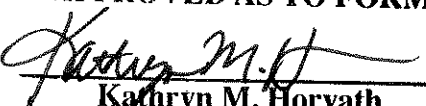
APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

EXHIBIT A

Scope of Work: TriHealth EAP

1. Base Fees.

A. For the provision of the TriHealth EAP, the County will compensate Bethesda at rate of \$2.17 per Eligible Employee per month as defined below. Additional Fees also apply for specific optional Services, as set forth below. Fees are subject to increase as set forth in Section 1.02 of this Agreement.. In no event shall the total amount payable under this contract exceed \$27,500 for any one (1) year contract term.

B. "Eligible Employees" shall mean such number of employees as the County shall designate in writing as eligible to receive services. The initial number of Eligible Employees shall be: 992. The number of Eligible Employees may be changed by the County if the County provides written notice on or before the 20th of the month prior to the month for which County desires such change to be effective. This written notice may be sent via electronic mail to: TriHealthEAP-CST@TriHealth.com.

2. Scope of Services.

A. Designated TriHealth EAP Contact. Bethesda will designate a Service Coordinator to work with the County day-to-day contact regarding the TriHealth EAP described in this Exhibit.

B. Eligible Participants. Eligible Participants shall include all Eligible Employees of the County and their covered family members. Covered family members shall include the following persons: spouse, unless or until legally separated; and children falling into at least one of the following categories: (i) all unmarried children under age 19; (ii) unmarried dependent children at least age 19 but under age 25, if such child depends wholly upon the Eligible Employee for support and maintenance; and (iii) all unmarried mentally or physically disabled children, if the disability occurred before the child reached age 25, unless and until the child recovers from the disability.

C. Web Site and Web Site Services. Eligible Participants are entitled to unlimited access to and use of the TriHealth EAP Web site, www.trihealthheap.com, and the Ask-A-Counselor, also accessed from www.trihealthheap.com. Users are requested to log in to the site by identifying the County as the eligible employer. This will permit tracking and reporting to the County of aggregate, non-individually-identifiable data on use of the web site and web site services by Eligible Participants.

D. Assessments: Self-referral. Eligible Participants are entitled to unlimited, confidential problem assessment services through self-referral to the TriHealth EAP. These services will be documented as a "Case" and reported to County only as aggregate utilization data. All assessments are conducted by a qualified behavioral health professional through in-person and/or telephone contact. Access to assessment services is made by calling Bethesda at (513) 891-1627 within the greater Cincinnati area or (800) 642-9794 outside the Cincinnati area or through the TriHealth EAP Web site at www.trihealthheap.com.

E. Assessments: Employer Referrals. The County is entitled to make unlimited referrals of Eligible Employees to Bethesda for assessment related to performance, fitness-for-duty and substance abuse issues. Substance abuse assessments will be conducted by appropriately qualified substance abuse professionals and will meet the requirements of Ohio Bureau of Worker's Compensation Drug-Free Safety Program and United States Department of Transportation regulations. The referred employee will

be notified that he/she is required to give written consent to release information to the County prior to the assessment if Bethesda is to confirm to the County that the employee complied with the referral. If the employee refuses to provide written consent or authorization to release information to the County, Bethesda may treat such assessment as a self-referral.

The County acknowledges and agrees that Bethesda's standard procedure shall be to obtain a drug screen on Eligible Employees referred for a fitness-for-duty assessment. All drug screens shall be obtained at the County's expense, and no part of the cost of such services is included in the Base Fee hereunder. Bethesda will coordinate the process of obtaining the drug screen and will pass the bill through to the County.

Bethesda may also recommend the employee be referred for an Independent Medical Evaluation (IME) as part of a fitness-for-duty assessment. Any such referral would only be made after authorization is obtained from the County. If the County authorizes the referral, Bethesda will coordinate the process of obtaining the IME and pass the bill through to the County.

F. Assistance and Counseling Services. Eligible Participants are entitled to receive up to 6 employee assistance counseling sessions each, including assessment sessions, for any Case where the identified problem is appropriate for short-term, outpatient counseling intervention. Sessions are available in-person, by phone, and through the internet, depending on the needs and preferences of the Eligible Participant. The appropriateness of the problem for intervention will be determined by the Bethesda clinician, in his/her sole discretion. If the problem is not appropriate for short-term, outpatient counseling, the Bethesda clinician will refer the Eligible Participant to a resource that is appropriate for the problem. This referral will be made with due regard to the requirements of the Eligible Participant's health care benefit plan, to the extent known to Bethesda, but Bethesda will advise the Eligible Participant that they, and not the County or Bethesda, shall be responsible for payment of any and all costs and fees not covered under their health care benefit plan.

G. Critical Incident Response Debriefing. Upon request by the County, Bethesda will provide on-site critical incident response debriefing services for employees affected by events such as workplace injury or violence, or the unexpected critical illness or death of a co-worker. Bethesda will consult with the County regarding the most therapeutic timing of such services. Critical incident response debriefing services outside the Greater Cincinnati Area are not included in the Base Fee, and the County shall pay Bethesda for each counselor \$160 per hour for time spent on-site, \$1,000 per full day, plus travel and expenses. "Greater Cincinnati Area" for this and all Services in this Exhibit shall mean Hamilton, Butler, Warren, Montgomery, Clermont and Brown counties in Ohio; Boone, Bracken, Campbell, Kenton, Gallatin, Grant and Pendleton counties in Kentucky; and Dearborn, Franklin and Ohio counties in Indiana. Outside the Cincinnati area, additional hours are billed at cost plus an administration fee.

H. Supervisor Training. Bethesda will provide up to 4 hours of on-site training in the Greater Cincinnati Area for employees designated by the County as supervisors, as part of the initial implementation of the TriHealth EAP. County-designated supervisors are also entitled to unlimited participation in any quarterly supervisor training provided by Bethesda at Bethesda's site. Additional on-site training is available in the Greater Cincinnati Area.

I. Employee Training. Bethesda will provide up to 4 hours of on-site training in the Greater Cincinnati Area for Eligible Employees as part of the initial implementation of the TriHealth EAP. Eligible Employees are also entitled to unlimited participation in quarterly Enrichment Series Presentations provided by Bethesda at Bethesda's site. Additional on-site training is available in the Greater Cincinnati Area.

J. Additional On-Site Training. Bethesda will provide an additional 2 hours of on-site training per year. This may be used for employee or supervisor training in the Greater Cincinnati Area at the County's request during the applicable contract year. The County may select from topical presentations listed in the Training Catalog that may be found on www.trihealthcap.com. Additional topical presentations are available in the Greater Cincinnati Area at \$165 per hour, \$1000 per full day plus travel and expenses

K. Management Consultation. Bethesda will provide reasonable consultation regarding the initial implementation and operation of services and employee referrals. This includes the provision of sample language for a Company Employee Assistance Program Policy Statement, consultation regarding violence in the workplace policy and fitness-for-duty. Additional on-site consultation is available in the Greater Cincinnati Area.

L. Program Promotion. Bethesda will provide standard brochures describing the TriHealth EAP for distribution by the County to all employee households as part of the implementation of services. Additional brochures will be provided for distribution at the workplace. Customized brochures are not included in the Base Fee, but are available at cost plus a small administrative charge.

Special promotional items such as Table Tents, Refrigerator Magnets, Pens, etc., are not included in the Base Fee, but are available at cost plus a small administrative charge.

Bethesda will make one staff member available, upon request, for up to 4 hours per year for on-site participation in the Greater Cincinnati Area in special events such as Health Fairs, Open Enrollment, etc. Additional on-site participation is available in the Greater Cincinnati Area.

M. Service Activity Report. Bethesda will provide an aggregate report of TriHealth EAP activities to the County on a quarterly basis. Such reports shall include a statistical analysis of the utilization of services, employee demographics, client problem categories, referral patterns, client satisfaction and problem outcome data, but shall not include any information from which the identity of applicable Eligible Participants could be determined unless pursuant to the Eligible Participant's execution of adequate authorizations and consents.

N. Providers. One or more of the above described TriHealth EAP programs may provide services through a panel of employed or independent contractor providers. All such providers shall be duly qualified and if required by law, licensed or certified by the appropriate governing body.

Resolution

Number 23-0789

Adopted Date June 20, 2023

ENTER INTO CONTRACT WITH ALLIED CONSTRUCTION, LLC FOR THE 2023 CHIP SEAL PROJECT

WHEREAS, pursuant to Resolution #23-0681, adopted May 30, 2023, this Board approved a Notice of Intent to Award Contract for the 2023 Chip Seal Project to Allied Construction, LLC, for a total contract price of \$381,727.52; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Allied Construction, LLC, for said project, for a total contract price of \$381,727.52. The total bid price will be the responsibility of the various townships listed in Exhibit A of the bid packet; as attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: c/a—Allied Construction, LLC
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 20 day of June, 2023, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Allied Construction, LLC, 720 East Main Street, West Union, Ohio 45693** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

RE-BID 2023 CHIP SEAL PROJECT

hereinafter called the project, for the sum of \$ **281,727.52, (Two Hundred Eighty-One Thousand, Seven Hundred Twenty- Seven Dollars and Fifty-Two Cents)** , and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by September 1, 2023. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

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

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

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


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

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


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


WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)


Shannon Jones, President

ATTEST:

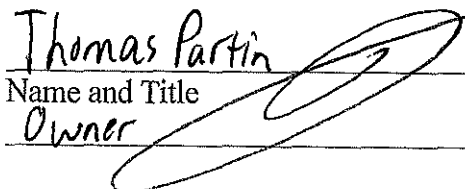

Name

(Seal)  COURTNEY DICKENS
Notary Public, State of Ohio
My commission expires
November 7, 2027



ALLIED CONSTRUCTION, LLC
(Contractor)

By:


Name and Title
Owner

Approved as to Form:


Assistant Prosecutor

Resolution

Number 23-0790

Adopted Date June 20, 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO SMITHCORP INC. FOR THE MORELAND ACRES WATER MAIN REPLACEMENT PROJECT

WHEREAS, bids were closed at 11:00 a.m., on June 8, 2023, and the bids received were opened and read aloud for the Moreland Acres Water Main Replacement Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Staff Engineer, SmithCorp Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to , SmithCorp Inc, 130 Novner Drive, Cincinnati, Ohio 45215 for a total bid price of \$607,119.80; and

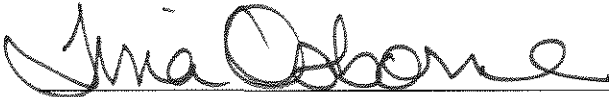
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 23-0791

Adopted Date June 20, 2023

APPROVE AND ENTER INTO A CONTRACT WITH LIFESPAN, INC. ON BEHALF OF
THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a contract with LifeSpan Inc., on behalf of Warren County Department of Human Services, for a total agreement amount of \$10,000.00 (\$121.00 per unit of service provided), for the time period beginning July 1, 2023 and terminating on June 30, 2024; contract attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Lifespan, Inc.
Human Services (file)

**CONTRACT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
LIFESPAN, INC**

This Contract is entered into by and between the Board of County Commissioners of Warren County through and on behalf of Warren County Department of Job and Family Services, Division of Human Services hereby known as WCDJFS and LifeSpan, Inc., ("Provider"), with its main office located at 1900 Fairgrove Avenue, Hamilton, Ohio 45011, whose telephone number is 513-868-3210, for the purpose of social services.

This instrument embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties of this contract.

1. **PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this Contract, and any attached exhibits, WCDJFS agrees to purchase from and the Provider agrees to provide Guardianship Services with specific details included in this contract.

The maximum amount payable for this Contract shall not exceed \$10,000 per SFY (\$20,000 total).

2. **CONTRACT PERIOD:** This contract will be effective from July 1, 2023 thru and including June 30, 2024, inclusive, unless otherwise terminated, but may be extended through June 30, 2025, if all parties agree and with Resolution passed by the Warren County Commissioners.
3. **AVAILABILITY OF FUNDS:** This Contract is conditioned upon the availability of Federal, State and local funds which are appropriated or allocated to WCDJFS. This Contract may be terminated immediately in the event there is a loss of funding. WCDJFS shall notify Provider at the earliest possible time of any service that may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of the services purchased and/or total Contract dollars. No penalty shall apply to WCDJFS in the event this provision is exercised. WCDJFS shall not be obligated nor liable for any future payments incurred by the Provider after the date of termination. The Provider shall be given a thirty (30) day notice prior to termination or reduction.
4. **COST AND DELIVERY OF SERVICES TO BE PERFORMED BY THE PROVIDER:** Provider agrees to provide the following services under this contract:
 - a. Provider agrees to accept referrals from Warren County Adult Protective Services for Guardianship Services.
 - b. Provider agrees to accept referrals from Warren County Adult Protective Services for Representative Payee Services.

FEE SCHEDULE

Guardianship Services

The unit rate for Guardianship Services provided by the Provider is a single unit rate and is valid for the next three years. A unit of service is defined as one hour of direct service. At a rate of \$121.00/unit, Provider will be able to provide 145 hours of service.

Unit Rate for Guardianship Services= \$121.00

Non-Guardianship Payee Services

Provider is not charging a fee for Payee Services. Once a representative payee is established and set up, Provider is able to absorb the cost of this service through a modest monthly client fee paid by the client's income (Social Security, Disability Income, or other source).

Unit Rate for Non-Guardianship Payee Services= \$0.00

The maximum amount payable for this Contract shall not exceed \$10,000 per contract year (\$20,000).

5. **PAYMENT FOR PURCHASED SERVICES:** Reimbursement under this Contract will be on a cost reimbursement method. The Provider will submit by the tenth (10th) working day of the month following the month the services were provided, an itemized statement which includes but is not limited to the participant's name, date(s) of service, and description of services. Reimbursement to Provider will be within 30 days from receipt of a correct invoice.

In the event the Provider receives an overpayment, or must comply with an audit exception, Provider agrees to repay the WCDJFS the full amount to which Provider was not entitled.

Provider agrees to provide Guardianship Services directly and not subcontract with any other agency.

6. **RESPONSIBILITY FOR AUDIT:** Provider agrees to have conducted an independent audit of expenditures at the cost of the Provider if there is evidence of misuse or improper accounting of claims or substantial errors. Copies of the audit and associated management papers shall be made available to the WCDJFS.
7. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to and/or complying/reimbursing any audit exception identified by appropriate State and/or Federal audit, directly related to the provisions of the Contract. Provider agrees to maintain compliance with Federal, State and local regulations which govern the provision of this service.
8. **RELATIONSHIP:** Nothing in this Contract is intended to, nor shall be deemed to constitute a partnership, association or joint venture with the Provider in the conduct of the provisions of this WCDJFS. The Provider, agents, and employees of the Provider will act in performance of this Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the WCDJFS.
9. **EQUAL OPPORTUNITY/NON-DISCRIMINATION:** Provider and WCDJFS agree that as a condition of this Contract there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and Executive Order 11246 entitled equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulation 41 CFR Part 60. It is further agreed that the Provider will comply with all appropriate Federal and State laws regarding such discrimination and the right to

and method of appeal will be made available to all persons served under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and to termination of this Contract.

10. **TERMINATION:** In the event that either the WCDJFS or Provider does not perform their responsibilities and/or obligations under this Contract, either party may initiate their intent to terminate the Contract by providing a thirty (30) day prior written communication to the other party. This Contract may be terminated immediately in the event there is a loss of funding, disapproval by Federal Administrative Agency or upon discovery of noncompliance with any Federal or State Laws, Rules or Regulations.
11. **MODIFICATION OR AMENDMENT:** No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment. Any amendment or modification must be in writing, signed by both parties and is not in effect until a Resolution is passed by the Warren County Board of Commissioners approving the amendment or modification.
12. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED CONSUMERS:** The Provider agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the Applicable Health and Human Services regulations (45 CAR 84) and all guidelines and Interpretations issued pursuant thereto. Any party failing to comply with this Paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
13. **GOVERNING LAW:** This Contract shall be constructed in accordance with, and the legal relations between the parties shall be governed by the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.
14. **COMPLIANCE:** Provider certifies that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of Federal laws and regulations, applicable Office of Management and Budget circulars, State statutes and the Ohio Administrative Code rules in the conduct of work hereunder.
15. **CONFIDENTIALITY OF INFORMATION:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standard of confidentiality that apply to the employees of either party and/or the State of Ohio. The terms of this section shall be included in any subcontract executed by either party for work under this Contract.
16. **RESOLUTION OF DISPUTES:** The agencies agree that the Directors of WCDJFS and Provider shall resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this Contract.

ENTIRE CONTRACT

This Contract contains the entire Contract between the Provider, WCDJFS and the Warren County Board of Commissioners with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understand or agreements not contained herein shall be of any force or effect.

Should any portion of this Contract be deemed unenforceable by an administrative or a judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other.

1. **INDEMNIFICATION:** Provider will defend, indemnify, protect and save WCDJFS harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by Provider, its agents, employees, licensees, contractors or subcontractors; (b) the failure of Provider, its agents, employees, licensees, contractors or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Provider, its agents, employees, licensees, contractors or subcontractors that result in injury to persons or damage to property.

NOTICE

All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

Warren County Job and Family Services, Division of Human Services

16 South East Street

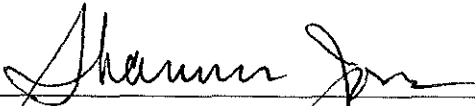
Lebanon, Ohio 45036

LifeSpan, Inc

900 Fairgrove Ave.


Hamilton, OH 45011

The terms of this Contract are hereby agreed to by all parties, as shown by the signatures of representatives of each:



President, Warren County Board of County Commissioners

6-20-23
Date



Director, Warren County JFS, Division of Human Services

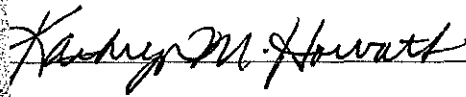
6/5/2023
Date



Provider and Title

5/30/2023
Date

APPROVED TO FORM:



Kathryn Horvath, Assistant Prosecutor

6/7/23
Date

Resolution

Number 23-0792

Adopted Date June 20, 2023

ENTER INTO CONTRACT WITH THE WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, MENTAL HEALTH RECOVERY BOARD SERVING WARREN AND CLINTON COUNTIES, WARREN COUNTY JUVENILE COURT, AND THE WARREN COUNTY EDUCATIONAL SERVICE CENTER FOR THE PURPOSE OF POOLING FUNDS TO PROVIDE CLINICAL COMMITTEE SERVICES TO MULTI-NEED CHILDREN IN WARREN COUNTY ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to enter into contract with the Warren County Board of Developmental Disabilities, Mental Health Recovery Board Serving Warren and Clinton Counties, Warren County Juvenile Court, and the Warren County Educational Service Center for clinical services to multi-need children in Warren County on behalf of Warren County Children Services; as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Board of Developmental Disabilities
c/a – Mental Health Recovery Board Serving Warren and Clinton Counties
c/a – Warren County Juvenile Court
c/a – Warren County Educational Service Center
c/a – Warren County Children Services
Educational Service Center (file)
Children Services (file)
Developmental Disabilities – Mary Smith (file)
Mental Health Recovery Board (file)
Juvenile Ct. (file)

/

CONTRACT FOR CLINICAL COMMITTEE POOLED FUNDING

This Agreement is made this 1st day of July, 2023, between Warren County Board of Commissioners on behalf of Warren County Children's Services (hereinafter referred to as "WCCS") with its offices located at 416 S. East Street, Lebanon, Ohio 45036; Warren County Board of Developmental Disabilities (hereinafter referred to as "BDD") with its offices located at 42 Kings Way, Lebanon, Ohio 45036; Mental Health Recovery Board Serving Warren and Clinton Counties (hereinafter referred to as "MHRB") with its offices located at 201 Reading Rd. Mason, Ohio 45040; Warren County Juvenile Court (hereinafter referred to as "Juvenile Court") with its offices located at 900 Memorial Drive, Lebanon, Ohio 45036; and Warren County Educational Service Center (hereinafter referred to "ESC") with its offices located at 1879 Deerfield Rd, Lebanon, Ohio 45036.

WHEREAS, pursuant to Section 121.37(B)(1) of the Ohio Revised Code, the Warren County Board of County Commissioners ("BOCC") has established the Warren County Family and Children First Council ("FCFC"); and

WHEREAS, pursuant to subsection 121.37(B)(5) of the Ohio Revised Code, the Warren County FCFC has designated the ESC as its administrative agent, to serve as the appointing authority and contracting authority for the FCFC; and

WHEREAS, pursuant to subsection 121.37(B)(2) of the Ohio Revised Code, one of the authorized purposes of the Warren County FCFC is to coordinate existing government and community services for families seeking assistance for their children; and

WHEREAS, certain Warren County government and community entities have previously established the Pooled Fund with the purpose of funding and/or reimbursement of respite services, mentoring, residential services, camps, mental health services, wraparound services, and coordination thereof, all of which benefit Warren County children, youth, and families in need of such services, fulfilling the statutory purposes of the FCFC; and

WHEREAS, the Warren County Board of Developmental Disabilities ("BDD") serves as fiscal agent for the Pooled Fund; and

WHEREAS, the Warren County Clinical Committee is a subcommittee of FCFC that manages the Pooled Fund; and

WHEREAS, the parties desire to renew the Contract for Coordinated Care Pooled Funding dated July 1, 2023 in order to again combine funds for the purpose of providing Clinical Committee services to high-risk Warren County children and youth in need of specialized services;

NOW, THEREFORE, that the parties agree to the following terms and conditions:

I. This Agreement hereby renews the parties' prior Agreement to fund the Pooled Fund for fiscal year 2023-2024. The Pooled Fund shall be funded by deposits from the following four Warren County government or community entities with a stakeholder interest in furthering the purposes of R.C. 121.37(B), among other statutory duties to assist children and families:

- A. Warren County Board of Developmental Disabilities;
- B. Warren County Board of County Commissioners on behalf of Warren County Children Services;
- C. Warren County Juvenile Court; and
- D. Mental Health Recovery Board Serving Warren and Clinton Counties

II. Each party listed in Section I shall annually deposit \$100,000 with the fiscal agent of the Pooled Fund.

III. **Fiscal Agent:**

- A. The Warren County BDD shall serve as fiscal agent for the Pooled Fund.
- B. Acting as Fiscal Agent for Pooled Fund, BDD will invoice WCCS, BDD, MHRB, and Juvenile Court for \$25,000.00 dollars per agency, invoiced on a quarterly schedule.
- C. Acting as Fiscal Agent for Pooled Fund, BDD will receive invoices from contracted Pooled Fund specialized service providers chosen by the Clinical Committee of the FCFC to provide respite, camps, mentoring services residential placements, service coordination, and/or wraparound services to individual or various children, youth, or families in need of such services.
- D. The BDD shall submit payment for services upon confirmation services were provided.

IV. **Administrative Agent:**

- A. The Warren County ESC, as Administrative Agent for the Warren County FCFC, of which the Clinical Committee is a subcommittee, shall provide Service Coordination in connection with its administrative duties pursuant to R.C. 121.37(B) to the FCFC and Clinical Committee
- B. The Clinical Committee shall arrange residential placements and services as needed for multi need youth with providers.
- C. The parties agree that Pooled Funds shall be used pursuant to direction from the Clinical Committee.

V. LENGTH OF CONTRACT:

This Contract shall become effective upon execution and shall remain in force and effect for one year, and shall be reviewed and renewed annually by the parties upon execution of renewal agreements.

VI. POLICY OF NON-DISCRIMINATION:

The parties and their staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

VII. RELATIONSHIP OF PARTIES:

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

All personnel or agents providing services pursuant to this Contract shall, for the purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of their respective employer or principal and not under the direction and control of any other party to this Contract, and their employer or principal shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of such personnel or agents. In the event of any claim or action arising from any circumstances to which this Contract applies, and whether or not a reservation of rights is made, the parties, as a condition of this Contract, shall give their full cooperation to any party defending such a claim or action.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (vii) the parties do not control the day-to-day operations and affairs of the other parties.

VIII. GOVERNING LAW AND VENUE:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

IX. PARTIES:

Whenever the terms "WCCS", "BDD", "MHRB", Juvenile Court, and "ESC" are used herein, those terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of each respective agency.

X. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations, pertaining to or regulating the provision of coordinated care residential services.

XI. ENTIRE CONTRACT:

This Contract contains the entire contract between the parties with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

XII. MODIFICATION OR AMENDMENT:

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

XIII. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

However, if the invalid, illegal or unenforceable provision materially affects this Contract, the contract may be terminated by either party on ten (10) days prior written notice to the other party hereto.

XIV. WAIVER:

No waiver by any party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of any party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XV. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

No party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other(s). Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVI. HEADINGS:

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret to construe this Contract.

XVII. NOTICES:

All notices required to be given herein shall be in writing and shall be sent by certified mail, return receipt requested, to the following respective addresses:

TO: Warren County Children Services
416 S. East Street
Lebanon, Ohio 45036
Telephone Number: (513) 695-1546

TO: Warren County Board of Developmental Disabilities
42 Kings Way
Lebanon, Ohio 45036
Telephone Number: (513) 228-6400

TO: Mental Health Recovery Board Serving Warren and Clinton Counties
201 Reading Rd.
Mason, Ohio 45036
Telephone Number: (513) 695-1695

TO: Warren County Juvenile Court
900 Memorial Drive
Lebanon, Ohio 45036
Telephone Number: (513) 695-1245

TO: Warren County Educational Service Center
1879 Deerfield Rd.
Lebanon, Ohio 45036
Telephone Number: (513) 695-2900 Ext. 2916

XVIII. TERMINATION:

This Contract may be terminated at any time with or without cause by either party upon thirty (30) days written notice to the other party.

If at any time any of the parties experiences a loss of funds, a disapproval of this Agreement by any administrative or State agency, or illegal conduct affecting the operation of this Agreement, that party may immediately withdraw from this Agreement. In the event of such a termination, the party shall send notice pursuant to each of the other parties, specifying the reason for the termination and the effective date of termination.

In the event that all parties agree to termination the Agreement and dissolve the Pooled Fund, funds shall be distributed pursuant to Section XXI.

XIX. ACCEPTANCE:

The parties acknowledge that they have read and understood this Contract. The parties, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Contract forming a mutually binding contractual agreement which cannot be amended without a writing executed by the parties.

XX. POWER AND AUTHORITY:

Each party ~~has~~ the power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

XXI. RETURN OF CARRY-OVER FUNDS AND DISSOLUTION OF FUND

Carry-Over funds will not exceed \$600,000.00. Carry-Over in excess of \$600,000.00 will be deducted equally from each funder's invoice for the 2nd quarter following the end of each state fiscal year. In the event, the Pooled Fund is dissolved, the balance of the account will be distributed to the contributing parties equally.

IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

By: Shannon Jones
Shannon Jones, President

Date: 6/20/23

Resolution No. 23-0792

WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

By: Megan K. Manuel
Megan Manuel, Superintendent

Date: 5/25/2023

Resolution No. 23-05-03

MENTAL HEALTH AND RECOVERY BOARD SERVING WARREN AND CLINTON COUNTIES

By: Colleen Chamberlain
Colleen Chamberlain, Executive Director

Date: 5/16/23

Resolution No. none required

WARREN COUNTY JUVENILE COURT

By: [Signature]
Judge Joseph Kirby

Date: 4-12-23

WARREN COUNTY EDUCATIONAL SERVICE CENTER

By: Tom Isaacs
Tom Isaacs, Superintendent

Date: 4/25/23

Reviewed By:

[Signature]
Kevin Stevens, Chairman, Warren County Clinical Committee

Approved as to Form:

Kathryn M. Howatt
Kathryn Howatt
Assistant Prosecuting Attorney

Resolution

Number 23-0793

Adopted Date June 20, 2023

APPROVE A GRANT AGREEMENT FOR THE FY 2024-2025 COMMUNITY CORRECTIONS ACT 2.0 GRANT THROUGH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION ON BEHALF OF THE WARREN COUNTY COMMON PLEAS COURT

BE IT RESOLVED, to approve a grant agreement on behalf of the Warren County Common Pleas Court, through the State of Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, for the FY 2024-2025 Community Corrections Act 2.0 Grant performance period July 1, 2023 to June 30, 2025, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Department of Rehabilitation and Correction the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm/

cc: c/a – ODRC
Community Corrections (file)
OGA (file)
Auditor's Office

**OHIO DEPARTMENT OF REHABILITATION AND
CORRECTION**

**COMMUNITY CORRECTIONS GRANT
AGREEMENT**

THIS GRANT AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as "Grantor"), located at 4545 Fisher Road, Suite D, Columbus, Ohio and Warren County Common Pleas Court Services (hereinafter referred to as "Grantee"), located at 500 Justice Drive, Lebanon, Ohio 45036. The Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and separately known as the "Party".

WHEREAS, the Grantee has submitted a grant application to the Grantor;

WHEREAS, the Grantor has authority pursuant to section 5149.30 et seq. of the Ohio Revised Code ("ORC"), to determine and award grants to assist local governments in community-based law enforcement services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows.

1. **Term:** This Agreement is effective as of the date indicated on the grant approval letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on **June 30, 2025**. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
2. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services set forth in the attached exhibit(s) CCA Exhibit A.
3. **Program Evaluation:** Pursuant to R.C. 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
 - A. Statistical records in the format and frequency as established by the Grantor. To determine if the Grantee is achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor, intake and termination data for each individual being served. The Grantee shall maintain internet access for the data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake and termination data at intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
 - B. Bi-annual and final expenditure reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph C of OAC 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The final report shall include financial information for expenditures that relate to services for the entire grant period and is due by **February 15, 2026**.

C. Grantee shall cooperate with Grantor and provide any additional information as may be required by Grantor in administering the grant program. Failure to comply with any of these report requirements or other instructions or requests for relevant information by the Grantee may result in the withholding of Funds until such time as Grantee so complies.

4. **Funding:** During the term of this agreement, Grantor shall provide funding as set forth in the attached exhibits. The total amount of funding for this agreement is **\$1,292,496.00**.
5. **Termination and Reduction of Funds:** Grantee may terminate Agreement only upon giving written notice of termination to Grantor by certified US Mail that includes a resolution to the same effect. The effective date of the termination shall be at the end of the state fiscal biennium, **June 30, 2025**. Upon termination, Grantee shall refund to the Grantor any Funds awarded to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

Grantor may terminate this Agreement or reduce Funds upon thirty (30) days prior written notice to the Grantee. Grantee shall have ten (10) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the Managing Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval. Upon disapproval of a petition, termination of this Agreement shall be effective as of the date of the disapproval notification writing.

Furthermore, the Funds may be reduced, or this Agreement terminated by the Grantor if either or both of the following circumstances apply:

- A. The quality and extent of the Program Services has materially changed from the level proposed in the Grantee's grant application;
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

6. **Staffing:** None of the persons who will staff and operate the Program Services, including those who receive a portion or the entirety of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
7. **Workers' Compensation:** Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.
8. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Deputy Director of Parole and Community Services for dispute resolution.
9. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the guidelines in the attached exhibits. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.

10. **Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, including RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.
11. **Extension of Expenditure Period:** Expenditure period is 30 months. Grantor may extend the expenditure period if a large amount of funds remain unspent at the end of the fiscal year due to unforeseeable circumstances. Unforeseeable circumstances include, but is not limited to, insurrection, riots, statewide health emergencies or depleted work force that is not caused by either party. Extension of the expenditure period will be communicated in a manner determined by Grantor.
12. **Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval" letter that such Funds are available to Grantee.

16. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.
17. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
18. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions RC 3517.13 are in full compliance.
19. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
20. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
21. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
22. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
23. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
24. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
25. **Execution:** This Agreement is not binding upon Grantor unless executed in full.
26. **Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli

Christopher Galli, Chief
Bureau of Community Sanctions

Roger Wilson

Roger Wilson, Deputy Director
Division of Parole & Community Services

FOR THE GRANTEE (Commissioners, County Executive or Mayor/City Manager):

** [Signature]* *6.20.23*

County Commissioner Date

County Executive Date

** [Signature]* *6.20.23*

County Commissioner Date

[Signature] *6.20.23*

County Commissioner Date

Mayor/City Manager Date

APPROVED AS TO FORM

[Signature]

Kathryn M. Horvath
Asst. Prosecuting Attorney

COMMUNITY CORRECTIONS ACT 2.0 GRANT

EXHIBIT A

- Purpose:** The Grantor is authorized pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.
- Funding:** The Grantor awards to the Grantee a maximum amount of **One Million Two Hundred Ninety Two Thousand Four Hundred Ninety Six Dollars and Zero Cents dollars (\$1,292,496.00)** (hereinafter referred to as "Funds"), to be paid in quarterly installments for the period beginning with the effective date of this agreement and ending **June 30, 2025**, subject to the terms and conditions of this agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended.

Program's tax identification number is 31-600058.

Fiscal Agency designated to act on behalf of the Grantee:

Agency Name: Warren County Treasurer's Office

Agency Contact: Cindy Prewitt

- Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for services provided by the Grantee. Grant funding shall be expended for Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue funds to the Grantee, pursuant to the process set forth in paragraph D of OAC 5120:1-5-07.
- Program Services:** The Grantee shall implement and be responsible for the program services as set forth in Grantee's application (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change, or such reduction is approved, the Grantor may make appropriate changes in the Funds.
- Pre-Sentence Investigation (PSI) Services:** If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:
 - The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS)

- b. All completed PSI reports must be emailed, within 30 days of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.

6. **Program Reporting:** The Grantee shall prepare and submit to the Grantor the following reports:

A. **Expenditure Reporting:** Expenditure reports shall be completed in accordance with the CCA 2.0 Grant Financial guidelines.

1. **Expenditure Report:** Bi-annual expenditure reports shall be completed in Intelligrants by the Grantee and submitted thirty (30) days after the end of each bi-annual period per the CCA 2.0 financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.
2. **Final Expenditure Report:** The final expenditure report shall be completed in intelligrants, reporting all grant funds expended during the grant period. The final expenditure report shall be submitted by **February 15, 2026**.

B. **Performance Reporting:** Performance reports shall be completed in accordance with the ODRC Community Corrections grant manual.

1. **Performance Reports:** Bi-annual performance reports shall be completed in Intelligrants by the Grantee and submitted thirty (30) days after the end of each bi-annual period per the ODRC Community Corrections grant manual. Performance reports shall indicate the measurable progress made toward achieving the established performance outcomes/goals approved in the FY24/25 grant application. The established performance-based standards for subsidized community corrections act programs are in accordance with OAC 5120:1-5-08.

The Grantee's level of achievement of those goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle. The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services.

7. **Standards:** The Grantee shall comply with the laws and rules for subsidy awards to municipal corporations and counties as set forth in RC 5149.31, RC 5149.36, and OAC rule 5120:1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision probation deviation cap shall be ten percent during the term of this Agreement and if said cap is impermissibly exceeded then Funds shall be reduced.

Resolution

Number 23-0794

Adopted Date June 20, 2023

AUTHORIZE PUBLICATION OF A NOTICE OF PUBLIC REVIEW FOR WARREN COUNTY'S CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) RELATIVE TO THE WARREN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ENTITLEMENT PROGRAM

WHEREAS, Community Development Block Grant (CDBG) Entitlement Communities are required to annually develop a CAPER, which reviews the activities, accomplishments, and expenditures of HUD Entitlement Program funds; and

WHEREAS, each entitlement community is required to give citizens an opportunity to comment on said CAPER; and

NOW THEREFORE BE IT RESOLVED, to authorize and direct the Clerk to publish a Notice of Public Review for Warren County's CAPER for Program Year 2022 relative to the Community Development Block Grant (CDBG) Entitlement Program; said publication to appear in Today's Pulse newspaper on June 25, 2023.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)

Resolution

Number 23-0795

Adopted Date June 20, 2023

RESCIND RESOLUTION #23-0768, ADOPTED JUNE 13, 2023, AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A CLASSROOM TRAINING AGREEMENT WITH HOBART INSTITUTE OF WELDING ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

WHEREAS, pursuant to Resolution # 23-0768, this Board authorized the County Administrator to enter into a Classroom Training Agreement with Hobart Institute of Welding on behalf of OhioMeansJobs Warren County; and

WHEREAS, said agreement is in need of revision and will be resubmitted at a later date; and


NOW THEREFORE BE IT RESOLVED, to rescind Resolution #23-0768, adopted June 13, 2023, authorizing the county administrator to enter into a classroom training agreement with Hobart Institute of Welding on behalf of OhioMeansJobs Warren County.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—OhioMeansJobs Warren County
c/a—Hobart Institute of Welding
OhioMeansJobs (file)

Resolution

Number 23-0796

Adopted Date June 20, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE AREA 12/WORKFORCE DEVELOPMENT SYSTEM MEMORANDUM OF UNDERSTANDING

WHEREAS, to meet the requirements of the Ohio Department of Job and Family Services, a Memorandum of Understanding (MOU) is required between all OhioMeansJobs partners, in accordance with the Federal Workforce Innovation and Opportunity Act of 2014; and

WHEREAS, said MOU will be effective July 1, 2022, to June 30, 2023; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Memorandum of Understanding for the Area 12 Workforce Development System, copy of said agreement attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Butler County
c/a – Clermont County
Workforce Development Board (file)
Executive Director, BCW/Workforce

**Memorandum of Understanding
for
Local Workforce Area 12
Workforce Development System**

Integrated service delivery is the cornerstone of the local workforce development system, through which workforce development, educational, and other human resource services are made available to individuals and employers at the OhioMeansJobs centers. Management of the local workforce development system is to be shared among states, local workforce development boards, core Workforce Innovation and Opportunity Act (WIOA) programs, required partners, additional partners, and OhioMeansJobs center operators.

The Ohio Department of Job & Family Services (ODJFS), through the Office of Workforce Development (OWD) is recognized by the United States Department of Labor (DOL) as the State Workforce Agency responsible for administration and oversight of Ohio's workforce development systems.

This MOU documents the roles, responsibilities, and funding commitments the parties negotiated and mutually agreed upon for the operation and funding of the local workforce development system and the OhioMeansJobs center(s) in the local workforce area (LWA). All parties understand that this MOU is not a legally enforceable agreement.

The Workforce Development Board – Butler | Clermont | Warren (WDBBCW, Area 12 WDB), which is the local workforce development board (LWDB), Butler County Commissioner Donald Dixon, Clermont County Commissioner David Painter, Warren County Commissioner Shannon Jones, which are the local workforce area Chief Elected Officials (CEOs), the Warren County Board of Commissioners, which is the fiscal agent for purposes of this MOU, and the local required and additional partners (identified below and referred to collectively as "partners") enter into this Memorandum of Understanding (MOU).

Required Partners – Per WIOA Section 121(b)(1)(B)

WIOA Title I Adult and Dislocated Worker (*Section 131*)
OhioMeansJobs | Butler Clermont Warren

WIOA Title I Youth (*Section 126*)
Easterseals

WIOA Title III Wagner-Peyser Act (*29 USC 49*)
Ohio Department of Jobs and Family Services

Jobs for Veterans Act (*38 USC 41*)
Disabled Veterans' Outreach Program (DVOP) and Local Veterans' Employment Representatives (LVER)
Ohio Department of Jobs and Family Services

Trade Act Title II, Chapter 2
Trade Adjustment Assistance (TAA) (*19 USC 2317*) and North American Free Trade Agreement (NAFTA) (*19 USC 2271*)
Ohio Department of Jobs and Family Services

Unemployment Insurance (UI) (*5 USC 85*)
Ohio Department of Jobs and Family Services

WIOA Title II Adult Education and Literacy (*Section 206*)
Butler County - Educational Services Center (Aspire)
Clermont County – SSCC Adult Opportunity Center
Warren County - Warren County Career Technical Center (Aspire)

Rehabilitation Act, Title I (*29 USC 720 et seq*)
Vocational Rehabilitation
Opportunities for Ohioans with Disabilities (OOD)

Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
Postsecondary Vocational Education
Butler County – Butler County Technical Career Training Center
Warren County – Warren County Career Center

Older Americans Act Title V (42 USC 3056)
Senior Community Service Employment Program (SCSEP)
Butler County – Vantage
Clermont County – Vantage
Warren County - AARP Foundation

Social Security Act Title IV-A (42 USC 601. Subject to Subparagraph (C))
Temporary Assistance to Needy Families (TANF)
Butler County - Butler County Department of Job and Family Services
Clermont County - Clermont County Department of Job and Family Services
Warren County - Warren County Department of Job and Family Services Human Services Division

Community Services Block Grant Employment & Training Programs (42 USC 9901 et seq)
Butler County - Support to Encourage Low Income Families (SELF)
Warren County – Warren County Community Services

Department of Housing and Urban Development (HUD) – Employment and Training Programs
Community Development Professionals

WIOA Title I Migrant and Seasonal Farm Worker Programs (Section 167)
N/A

WIOA Title I Native American Programs (Section 166)
N/A

Second Chance Act Programs (42 USC 17532)
N/A

WIOA Title I Job Corps (Section 141)
Job Corps/Insights Training Group, LLC

WIOA Title I Youthbuild (Section 171)
N/A

Additional Partners – WIOA Section 121(b)(2)

Clermont - Greater Cincinnati Behavioral Health (GCBH)

Definitions

- A. **Additional Partner:** An entity that carries out a workforce development program not identified as required under WIOA that is approved by the LWDB and the CEOs to be included as a partner in the local workforce development system. WIOA Section 121 (b)(2) outlines the entities that may serve as additional partners.
- B. **Affiliate Center:** A site that makes available one or more of the required or optional programs, services, and activities to job seekers and employers in a LWA.
- C. **Career Services:** Services that must be provided through the local workforce development system as authorized under each partner's program. Services are listed and defined in Attachment A to this MOU.

- D. **Chief Elected Officials:** When used in reference to a LWA, the chief elected executive officers of the units of general local government in a LWA. The CEOs are responsible for the selection of the LWDB members, the development of by-laws for LWDB structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).
- E. **Common Costs:** Per WIOA Section 121(l), is the costs shared by partner programs that may include costs for basic career services, such as initial intake, assessment of needs, basic skills assessment, identification of appropriate services, referrals by one partner to another partner's program, and other similar services that may be chargeable to more than one program. Common costs and methodologies for cost sharing are included in the cost-sharing portion of this MOU.
- F. **Comprehensive Center:** A physical site where services and activities under all required programs are made available to local job seekers and employers.
- G. **Cost Allocation:** Measurement of actual costs in relation to the benefit received to determine each partner's proportionate share of local workforce development system operating costs.
- H. **Fiscal Agent:** An entity appointed by CEOs to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development programs activities in the LWA.
- I. **Individuals with Barriers to Employment:** Defined in WIOA Section 3(24) as member of one or more of the following populations:
- Displaced homemakers.
 - Low-income individuals.
 - Indians, Alaska Natives, Native Hawaiians.
 - Individuals with disabilities (including youth).
 - Older individuals.
 - Ex-offenders.
 - Homeless individuals.
 - Youth that are in, or have aged out of, the foster care system.
 - Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
 - Eligible migrant and seasonal farmworkers.
 - Individuals within two years of exhausting lifetime eligibility under Title IV of the Social Security Act.
 - Single parents—including single pregnant women.
 - Long-term unemployed individuals.
- J. **Infrastructure Costs:** Per WIOA Section 121(h)(4), the costs necessary for the general operation of OhioMeansJobs (aka "One-Stop") centers to be shared by a LWA and partners. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), technology to facilitate access to the center, and may include planning and outreach activities.
- K. **Local Workforce Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- L. **Local Workforce Development Board (LWDB):** The board appointed by a LWA's CEO(s) to be certified by the Governor or designee per WIOA Section 107. The LWDB is responsible for administration and oversight of the local workforce development system in agreement with the CEO(s) and in collaboration with required and additional partners.

- M. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which career services; employment and training programs and activities; partner programs and activities; related support; and specialized services are made available to workers and employers in a LWA.
- N. **OhioMeansJobs:** The common identifier or brand for the Ohio workforce development system. ORC Section 6301.08 requires all local workforce areas to use this common identifier. Per WIOA Section 121(e)(4), and Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) 16-07, the OhioMeansJobs logo and brand must be used in conjunction with the Department of Labor's logo with the tagline "a proud partner of the American Job Center network".
- O. **OhioMeansJobs Center:** Referred to in WIOA as "One-Stop" centers, it is the term used collectively under the Ohio workforce system brand, "OhioMeansJobs" for the comprehensive, affiliate, and specialized centers that operate in a LWA and make WIOA programs, services, and activities available to job seekers and employers.
- P. **OhioMeansJobs Center Operator:** One or more entities competitively selected in accordance with WIOA Section 121(d) to operate an OhioMeansJobs center and to coordinate OhioMeansJobs service delivery in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.
- Q. **Proportionate Share:** The portion of local workforce development system operating costs to be contributed by each partner in proportion to the benefits the partner's program receives from participation in the local workforce development system.
- R. **Required Partner:** An entity that carries out one or more of the programs or activities identified in WIOA Section 121(b)(1) that must be made available through the local workforce development system.
- S. **Resource Sharing:** The cash and/or resources each partner will contribute to fund its proportionate share of costs for operation of the local workforce development system.
- T. **Shared Services:** For purposes of this MOU, it is a shared function or activity that benefits more than one partner program. Partners contribute staff time rather than cash or other resources to fund their proportionate share of these types of costs.
- U. **Specialized Center:** A site in a LWA that provides services to address specific needs, including those of dislocated workers, youth, or key industry sectors/clusters, and includes a process to make referrals to the comprehensive and affiliate OhioMeansJobs centers.
- V. **State Infrastructure Funding Mechanism:** The formula that will be implemented by the state to calculate required partners' proportionate shares of infrastructure costs when consensus agreement cannot be reached among a LWDB and required partners in a LWA. The method is described in Article VI of this MOU.
- W. **Training Services:** Persons deemed unable to obtain or retain employment through career services are eligible to receive training services, which include, but are not limited to: occupational skills training, on-the-job training, programs that combine workplace training with related instructions, private-sector training programs, skills upgrades, entrepreneurial training, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- X. **WIOA:** The Workforce Innovation and Opportunity Act of 2014, which supersedes the Workforce Investment Act of 1998 (WIA) and serves to align and continuously improve workforce, education,

and economic development systems and more effectively address the employment and skill needs of workers, jobseekers, and employers.

Article I: Local Workforce Development System Description

- A. **Overview & General Description:** The local workforce development system includes Butler, Clermont, and Warren Counties, 1 Comprehensive OhioMeansJobs center(s), 2 Affiliate centers as identified in the table below.

Local Workforce Area OhioMeansJobs Centers				
Center Code	OhioMeansJobs Center Name	Address	Counties Served	Hours of Operation
1.	OhioMeansJobs Butler County (Comprehensive)	4631 Dixie Highway Fairfield, OH 45014	Butler	8 AM to 4:30 PM (Resource Room closes at 4 PM)
2.	OhioMeansJobs Clermont County (Affiliate)	2400 Clermont Center Dr. Batavia, OH 45103	Clermont	8 AM to 4:30 PM
3.	OhioMeansJobs Warren County (Affiliate)	300 East Silver Street Lebanon, Ohio 45036	Warren	8 AM to 5 PM Resource Room 8:30 AM to 4:30 PM

B. **Administrative Structure**

- Chief Elected Officials (CEOs): Donald Dixon, Butler County Commissioner, 315 High St, Hamilton, Ohio 45011; David Painter, Clermont County Commissioner, 101 East Main St, Batavia, Ohio 45103; Shannon Jones, Warren County Commissioner, 406 Justice Dr, Lebanon, Ohio 45036. The CEOs are responsible for the selection of the LWDB members, the development of by-laws for LWDB structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).
- Local Workforce Development LWDB (LWDB): Workforce Development Board – Butler | Clermont | Warren (WDBBCW): 406 Justice Drive Lebanon, Ohio 45036.
- Fiscal Agent: Warren County Board of Commissioners: 406 Justice Drive, Lebanon, Ohio 45036. The Warren County Board of Commissioners contract the Fiscal Agent responsibilities to Salvatore Consiglio, CPA, Inc.
- Comprehensive OhioMeansJobs Center Operator(s): OhioMeansJobs | Butler is the comprehensive center (Location Code 1). For purposes of this MOU, the Operator is the party responsible for tracking shared local workforce development system costs, collection of partners' financial data and documentation needed for reconciliation, completion of reconciliations, adjusting budgets to actual costs, invoicing, and collecting payments from partners, and distributing adjusted budgets to partners in accordance with this MOU.
- Affiliate OhioMeansJobs Center Operator: The affiliate centers are OhioMeansJobs | Clermont (location code 2) and OhioMeansJobs | Warren (location code 3). For purposes of this MOU, the Operator is the party responsible for tracking shared local workforce development system costs, collection of partners' financial data and documentation needed

for reconciliation, completion of reconciliations, adjusting budgets to actual costs, invoicing, and collecting payments from partners, and distributing adjusted budgets to partners in accordance with this MOU.

6. Specialized OhioMeansJobs Center Operator: N/A

Article II: Agreement Period

- A. This MOU will be in effect from July 1, 2022, until June 30, 2023, unless an extension is granted per Section B of this Article.
- B. This MOU will be renewed at the end of the MOU period identified in Section A of this Article, above. The parties agree to review the information in this MOU, note any necessary changes, and enter into good faith negotiations for the renewal MOU that will be effective July 1, 2023.

Article III: Partner Responsibilities

WIOA identifies the following minimum responsibilities for required partners in each local workforce development system. For consistency, each partner, including each additional partner, will assume the responsibilities identified below, unless otherwise specified in this Article.

- A. Provide access to partner programs and activities through the local workforce development system.
- B. Use a portion of funds made available for partner program and activities to provide career services through the local workforce development system and to maintain the local workforce development system, including costs for infrastructure, in accordance with Article VI of this MOU.
- C. Continue as a party to this MOU and enter into renewal MOUs for as long as participating as a partner in the local workforce development system.
- D. Participate in the operation of the local workforce development system consistent with the terms of this MOU, the federal laws that authorize partners program or activities, and all applicable state and local laws.
- E. Collaborate with the LWDB to establish a local priority of service policy and will ensure priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
- F. Ensure the programmatic accessibility of facilities, programs, services, technology, and materials to individuals with disabilities per WIOA Section 188.
- G. Notify the LWDB and OWD of any changes to the rules governing partner's program that impact the partner's performance and/or proportionate share under this MOU. The LWDB will communicate the changes to the CEOs, Fiscal Agent, OhioMeansJobs center operators, and other partners and will initiate the process to amend this MOU if necessary.
- H. Ensure staff members assigned OhioMeansJobs centers comply with policies and procedures at those locations. Should a conflict exist between the OhioMeansJobs personnel policies and a partner's personnel policies, the more restrictive policy will prevail.
- I. Cooperate with efforts to implement the use of an integrated, technology-based intake and case management information system as required under WIOA.

- J. Participate and cooperate in data collection and reporting and other activities to track and evaluate performance of the local workforce development system using state and local performance accountability measures.

Article IV: Coordination of Programs, Services, & Activities

All parties acknowledge that cooperation among the partners is key to successful service delivery through the local workforce development system, including cooperation among all partner staff assigned to work in the OhioMeansJobs center(s). The parties further acknowledge that although the OhioMeansJobs center operator will make best efforts to maintain cooperation among all partner staff, each party has the responsibility to communicate to their staff the expectation for each to be courteous and professional in their interactions with customers and with other partners' staff.

- A. **Shared Service Delivery**– Services are defined in the Career Services document, included as Attachment A to this MOU. Workflow diagram(s) are included as Attachment B to this MOU. Both Attachments A and B are hereby incorporated. All parties agree that services will be shared among the partners as described in Attachment A and will ensure staff functions or shared services will be covered in the event of staff leave or call off.
- B. **Accessibility** – The partners will implement the strategies described in Attachment A to ensure that access to services provided through the local workforce development system effectively meets the needs of workers, youth, and individuals with barriers to employment—including individuals with disabilities.

Article V: Methods of Referral

The parties agree that referral of individuals between the OhioMeansJobs center operator(s) and the partners for the services and activities described in Article IV, Attachment A, between the OhioMeansJobs center operator(s) and partner programs will be made as follows:

1. Electronic referral
2. Sharing of needs assessment and basic registration information, provided customer has signed a release of information statement
3. Direct referral to on-site partner (phone or in person)
4. Written documentation (referral form)

Article VI: Cost Sharing/Infrastructure Funding

Each partner agrees to pay its allocable share of infrastructure and additional costs in proportion to use and the benefit received as negotiated and described herein. All parties agree to the allocation methods that will be used to determine each partner's proportionate share of costs. Partner costs are detailed and calculated in the County Finance Information System (CFIS). A copy of the Budget, (CFIS Report CT-611), is included as Attachment C to this MOU and hereby incorporated.

- A. **Identification of Shared Costs** – The parties agree that the costs listed below are beneficial to more than one partner program and therefore must be shared by the partners in proportion to the benefit received or use by each partner program.
 1. **Infrastructure** – Shared non-personnel costs necessary for the general operation of the OhioMeansJobs Centers.

Shared Cost Items - Infrastructure		
Cost	Description/Function	Benefit to Partners
Rent	#1 - 19708 sq. ft. of office space, conference rooms, youth and adult resource rooms, computer lab, storage rooms, restrooms, employer services #2- Includes 6000 square feet @ \$8.34 per sq. ft. #3- 1589 sq. ft. of Resource Room, lab and office space @ \$10 sq. ft.	Accessible and usable space to meet participants and refer to services; partner usage for daily duties, functions and services to customers; free parking in lighted lot with snow and ice removal
Utilities	#1-Gas, electric, trash removal, etc. #2#2 Additional cost added under cost sharing agreement #3-Gas, electric (covered under Building Use Fee)	Ability for have functional office space and have facilities able to have public access
Maintenance	#1Janitorial services, accessibility to county maintenance staff. #2- included in cost of lease/rent #3-Janitorial service, basic upkeep and facility repair (covered under Building Use Fee)	Ability for have functional office space and have facilities able to have public access; daily cleaning service for workspace as well as common space
Equipment	#1 (2) Copiers, (2) Fax Machines, (2) ADA and (18) Public Access PC Workstations, (2) Scan Stations, (12) Training P.C's, (4) Check in Kiosk's,(3) Public Printers #2- Copier, fax machine, - public access PC's, 3 printers #3-Copier, fax machine, 20- public access PC's, 3 printers	Give partners and customers ability to have reasonable functionality on job search and information access.
Supplies	#1, #2, #3- Resume and copy paper, toner, pens, pencils memo pads, paper clips, flash drives, and other assorted office supplies.	The ability to have participants fax, print, develop professional resumes, and for staff to maintain day to day operations
Communication	#1 Service contracts to assure dependable office equipment operations such as phone services, internet provider, email accessibility, (3) public phone banks, (1) lobby guest phone, (6) conference room phones, (24) partner phones at office or cube work area. Also, the daily use of social media such as Facebook and Twitter #2- 1 phone line in resource room, 1 TAA 2 lines at front to receive partner calls - and 1 fax line: postage meter for mail communication #3- 4 phone lines (1 resource room, main phone line, 2 office space phones for partner -one regular and one TAA- or employer use) and 1 fax line; postage for mail communication	The ability to maintain open communications; for employers to use the space for interviewing and for participants to have the ability to contact employers, set up interviews or to contact ODJFS Unemployment
Assessment Software/System	#1, #2, #3 -Access to TABE testing and to multiple practice tests through connectivity to partner services and OhioMeansJobs.com	Ability to assist customers in determining appropriate career paths
Website Maintenance	#1 Butler County OMJ Website is supported and maintained by Butler County IT staff. Web content is maintained through a software program called Site Manager updated daily by OMJ Business Services staff	Partners can remain in touch with public and disseminate information on programs or job openings

	#2- OMJCC website is updated and maintained by county staff at no cost to partners. #3- OMJWC website is updated and maintained by county staff at no cost to partners; however, virus protection and internet protection software is paid by partners	
Tools/Software to support accessibility	#1, #2, #3 - PCs equipped with JAWS and Zoom Text and one handicapped accessible workstation	Ability to serve individuals with limited access to other resources
Assistive Technology for individuals with disabilities	#1- Public access to (2) ADA Software equipped workstations in resource rooms for adults and youth, (1) with adjustable height workstation desk and (2) ergonomic adjustable secretary chairs #2, #3 - 1 ADA accessible workstation	Ability to serve individuals with limited access to other resources

2. **Additional Costs** – Shared costs beneficial to more than one partner program that relate to the operation of the local workforce development system, including costs for the provision of career services that are not funded with staffing resources per Article IV, and other common costs that are not considered “infrastructure” costs as defined in WIOA Section 121(h).

Shared Cost Items - Additional		
Cost	Description/Function	Benefit to Partners
Workshops	#1, #2, #3 Job search and employment retention with training given in a workshop format Additional job-search classes for those with legal challenges are also provided by on-site partners.	Access to free job search and employment retention workshops; computer basics, all accessible to partner clients at no cost.
Media/Outreach and Advertising	#1, #2, #3 - Payment for news ads, social media ads, participation in community business expos, job fairs, hiring events, subscriptions, etc. #2 – Use of Clermont’s media consultant at no extra fee. Consultant assists in outreach to the press and OMJ social media platform.	To perform effective outreach about OMJ Center services and partners to increase outcome of participation for events and services offered by the OMJ Centers
#3 - Manager (.25 FTE)	#1, #2, #3- Manage and schedule staffing needs and center operations, negotiate with partners; proper opening/closing and daily operations of facility.	To assure smooth operations and services to customers and partners
#3 - Fiscal staff (.125 FTE)	#1, #2, #3- Track expenses, accounts/receivable/payable, and reconcile partner share	Assure fair and equitable billings within WIOA regulations; assure that services necessary to operate are being paid.
#3 - Receptionist/Data entry (.25 FTE)	#1, #3 - Greet guests coming into center, direct to appropriate partner, take phone calls, perform data entry; perform data entry for mandatory WIOA reporting databases. 2- WIOA funded staff greet and direct all public to kiosk for registration and arranges for an OMJ introduction and tour.	Assure that participants are properly being directed and screened and phone calls appropriately directed; data tracking; assure proper and professional treatment
#3 - Greeter (.5 FTE)	#1-OMJ customers will be greeted, directed to the check-in kiosk, assisted	Assuring the partner customers in the resource room are being assisted in a timely manner.

	<p>them with registration in CFIS and OMJ.COM</p> <p>#2- WIOA funded staff greet and direct all public to kiosk for registration and arrange for an OMJ Introduction tour.</p> <p>#3- Title V - SCSEP participant will greet individuals in resource room, direct to kiosk and assist with registration</p>	
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B. Reconciliation

All parties agree that a quarterly reconciliation of budgeted to actual costs will be completed in accordance with the following process to ensure compliance with federal Uniform Guidance and Cost Principles.

1. Upon receipt of cost information and documentation of the actual costs for the quarter, the Fiscal Agent or designee will compare budgeted costs to actuals and will apply agreed upon allocation methods to determine the actual costs allocable to each partner.
2. The Fiscal Agent or designee will update the budget in CFIS to reflect cost adjustments and will prepare an invoice for each partner with the actual costs allocable to each partner for the quarter.
3. Fiscal Agent, or designee, will submit the invoices to the partners and send a copy of the updated CFIS CT-611 budget to all parties no later than 45 days after the end of each quarter. The partners understand that the timeliness of preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each partner in providing Fiscal Agent or designee the necessary cost information. For partners that advance funds to the LWA, the Fiscal Agent need only send a copy of the updated budget.
4. Upon receipt of the invoice and adjusted budget, each partner will review both documents and will submit payment to the Fiscal Agent or designee no later than 30 days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For partners that advance funds to the LWA, funds for quarterly payments may be drawn down upon approval via email of the reconciled budget.
5. Partners will communicate any disputes with costs in the invoice or the adjusted budget to the Fiscal Agent, or designee, and LWDB in writing. The Fiscal Agent will review the disputed cost items and respond accordingly to the partner and LWDB within 30 days of receipt of notice of the disputed costs. When necessary, the Fiscal Agent or designee will revise the invoice and the adjusted budget upon resolution of the dispute.
6. In the event of a situation where construction, emergency repairs, outages (water, power, telephone, internet), or other unexpected situation requires the relocation of partner staff for more than 10 working days from an OhioMeansJobs Center to another site, reconciliation will include calculations of any additional costs incurred and/or reduced costs as appropriate for the circumstances (e.g., increases due to leasing alternative space or increased insurance; reduced costs due to reduction in utilities or reduced income). Costs to partners will be adjusted in accordance with the allocation base negotiated in this MOU. Such calculations will be documented in a spreadsheet and shared with all partners.

C. State Infrastructure Funding Mechanism

1. All parties acknowledge that consensus agreement on shared infrastructure costs must be achieved by May 31 of the last year of the MOU period listed in Article II.

2. All parties further acknowledge that WIOA Section 121(h)(2) requires the State to implement a state infrastructure funding mechanism to calculate each required partner's proportionate share of infrastructure costs when consensus agreement cannot be achieved by the stated deadline.
 3. When necessary, ODJFS, on behalf of the Ohio Governor, will implement the state infrastructure funding mechanism, incorporated here by reference as WIOAPL 16-06. If implemented, the state-calculated infrastructure budget with the partners' proportionate share of costs will be included in this MOU as Attachment D. The state infrastructure funding mechanism will be implemented for a period consistent with the MOU period in Article II, Section A, unless the parties reach a consensus agreement on infrastructure funding prior to the end of the MOU period.
- D. **Budget** – as state, CFIS Report CT-611, included as Attachment C, captures the costs negotiated for this MOU and includes the cost pools, expense types, and allocated costs for each partner. Cost allocation and reconciliation will be calculated and documented in the Budget. Quarterly adjustments to the budget as a result of reconciliation will not require an amendment to this MOU.

Article VII: Termination/Separation

- A. **MOU Termination:** This MOU will remain in effect until the end date specified in Article II, Section A, unless:
1. All parties mutually agree to terminate this MOU.
 2. WIOA and the corresponding regulations are repealed; or
 3. LWA designations are changed.
- B. **Partner Separation** – Any non-required partner may terminate its participation as a party to this MOU upon 60 days written notice to the LWDB. In such an event:
1. LWDB will provide written notice to all remaining partners and to OWD Grants Management.
 2. The LWDB and Fiscal Agent will review the budget to determine where adjustments can be made that will prevent an increase in the remaining partners' shared cost amounts.
 3. The LWDB will amend this MOU per Article VIII and the Fiscal Agent will prepare a revised budget document.
 4. All parties must agree to the revised budget or reconvene to negotiate a new budget within 60 days of the date notice was received from the separating partner.
- C. **Effect of Termination**
1. **Required Partners** – Each required partner understands that participation as a party to this MOU is required under WIOA Section 121(b)(1)(A)(III) and any required partner that opts to terminate its participation as a party to this MOU:
 - a. Is still obligated as a required partner to provide access to program activities and services through a direct linkage with a comprehensive OhioMeansJobs Center.

- b. Will be subject to and will cause all other required local partners to be subject to, the state infrastructure funding mechanism.
 - c. Will be required to pay its proportionate share of infrastructure costs as determined under the state infrastructure funding mechanism.
 - d. Must be reported to OWD Grants Management and to the state agency that administers the partner program, as applicable. For required partners that get program funds directly from the DOL, the DOL will be notified.
 - e. May be subject to sanctions by the state and/or federal agency that administers the partner program.
 - f. Must make best efforts to find another entity that will fulfill the required partner role and/or will make recommendations to the LWDB and Fiscal Agent on budget adjustments or other means to defray a cost increase to the remaining partners.
 - g. Will send written notice of the intent to separate to OWD Grants Management and to the state agency that administers the partner program, as applicable, prior to submitting written notice of the separation to the LWDB. Required partners that receive funds directly from the DOL must send written notice to the DOL Grant Officer assigned to the partner in addition to OWD Grants Management.
2. Any non-required partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local workforce development system. However, referrals may be made between the terminating partner and the remaining parties as necessary to ensure customers receive all available services needed.

Article VIII: Amendment

- A. This MOU and budget may be amended upon mutual agreement of the parties as allowable under applicable federal, state and local laws. This MOU must be amended when one or more of the following occurs:
- 1. The addition or removal of a partner from this MOU.
 - 2. A change of OhioMeansJobs center operator, the administrative structure, or the physical location of an OhioMeansJobs center.
 - 3. A change that significantly alters negotiated terms to this MOU—including, but not limited to—changes in shared services, service delivery, referral methods, costs or cost sharing.
 - 4. Any other change that will impact shared costs, which does not include updates to the budget as a result of quarterly reconciliation.
- B. All parties agree that amendments involving changes with no impact on shared services, cost-sharing, or other negotiated terms need only be signed by authorized representatives of the LWDB, the CEOs, and the affected partner(s). All other amendments will require the signatures of all parties. All amendments will involve the following process:
- 1. The party seeking an amendment will submit a written request to the LWDB that includes:
 - a. The requesting party's name.
 - b. The reason(s) for the amendment request.

- c. Each Article and Section of this MOU that will require revision.
 - d. The desired date for the amendment to be effective.
 - e. The signature of the requesting party's authorized representative.
2. If the request is approved, the LWDB will notify the remaining partners of the intent to amend and will allow 30 days from the date of the notice (unless another timeframe is specified in the notice) for the remaining partners to review the requested changes and to submit a response to the LWDB. No response by a partner will be considered approval of the requested changes.
 3. Any partner with questions and/or concerns regarding the requested changes must be submitted to the LWDB in writing within the specified timeframe.
 4. The LWDB will provide a written response to the partner within 15 days of receipt of the partner's questions. The LWDB will have the discretion to share questions/concerns with other partners and/or to schedule a meeting to achieve consensus on a final amendment draft.
 5. The final, approved amendment draft will be signed by authorized representatives of the affected partners then submitted to the LWDB for the final signature unless it is an amendment that requires the signatures of all parties, in which case, LWDB must secure all local signatures and submit to ODJFS for final signature.
 6. The LWDB will distribute copies of the fully executed amendment to all parties and to OWD.
- C. This writing is the entire agreement among the parties with respect to each party's role and responsibilities in the local workforce development system. All parties agree that any amendments to applicable laws or regulations cited herein will result in the correlative modification of this MOU without a formal, written amendment.
 - D. All parties agree to communicate details of any amendments to their respective staff members whose responsibilities may be impacted by the changes and further agree to ensure that their staff members are referencing or utilizing the most current version of the MOU in the performance of their responsibilities.
 - E. Amendments that will require the signatures of all parties must be executed no later than 90 days prior to the end of the MOU period. Amendments that require only the signatures of the LWDB, the chief elected officials, and the affected partner(s) must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

Article IX: Confidentiality

All parties acknowledge that program participant information and certain other types of information are confidential under federal and state law and that service delivery and other activities conducted by the parties' staff members under this MOU will involve the use of confidential information for more than one partner program. All parties further understand and expressly agree that this MOU does not authorize the use and/or disclosure of confidential data among partner programs.

- A. Each partner agency has the sole authority to grant access to its data and will follow the laws and regulations applicable to its data when granting such access. In most cases, a separate data-sharing agreement must be executed between partner programs before staff members of one partner program may access the confidential data of another partner program.

- B. Each party will ensure that its staff members who will deliver services through the local workforce development system and in the OhioMeansJobs Centers are informed of the requirements, restrictions, and penalties pertinent to confidential partner program data. All parties will further ensure their staff members are properly trained on the use, protection, disclosure, and disposal of any and all confidential data they will be authorized to access as well as on the procedures, outlined in Section C, below.
- C. All parties will implement the following safeguards, which are common across federal and state confidentiality laws:
1. Identifying the staff members who will be authorized to access confidential data in the performance of their work under this MOU.
 2. Authorizing access to such staff members in a written statement to be signed by the staff member and his/her immediate supervisor that at a minimum:
 - a. Identifies each source of confidential partner program data, the partner program that owns the data, and the partner staff member who will serve as the custodian of the data;
 - b. Describes the system that contains the data, the allowable uses of the data, the procedures for safeguarding the data; and
 - c. Lists the requirements, restrictions, and the civil and criminal penalties for misuse under applicable federal and state confidentiality laws.
 3. Storing confidential data in an area that is physically safe from access via computer, remote terminal or any other means during duty hours, non-duty hours, or when not in use.
 4. Segregating each partner program's confidential data from other data.
 5. Applying federal encryption standards to any data that is kept in a portable format or emailed.
 6. Restricting access of confidential data to only authorized employees and officials of the parties to this MOU who must access the data in the performance activities under this MOU.
 7. Processing confidential data and records created from the information under the immediate supervision and control of authorized personnel to ensure that the data will be processed and utilized in a manner that will protect the confidentiality of the information.
 8. Prohibiting disclosure of any confidential data to a third party without prior written permission from the authorized representative of the partner program responsible for the data.
 9. Limiting collection and use of any information, systems, or records that contain personal identifying data to purposes that support programs and activities under this MOU, and, when possible, de-identifying data and presenting it in aggregate form for purposes such as evaluation or reconciliation.
- C. The LWDB will allow partner representatives to make onsite inspections to ensure compliance with federal and state data-protection laws, regulations, and standards.
- D. In the event of any suspected or actual breach or violation of confidentiality laws or regulations for a particular program, the staff member who first discovers the suspected/actual breach or violation must immediately notify the LWDB, which will ensure that the custodians of the partners that own

the data involved are immediately notified of the incident. The partner's data custodian will provide instruction on the actions to take under the federal and/or state laws applicable to their data.

E. Federal and State laws and regulations regarding the use and disclosure of confidential information under WIOA and the partner programs include:

1. 29 USC 2935(a)(4) WIOA Reports, Recordkeeping, Investigation.
2. The Privacy Act (5 USC 552a).
3. The Family Educational and Privacy Rights Act (20 USC 1232g), also referenced in WIOA Section 136(f)(3).
4. 42 USC 602(a)(1)(A)(iv) and 42 USC 608(a)(9)(B) regarding information on TANF recipients.
5. 7 USC 2020(e)(8) and 7 CFR 272.1(c) regarding information on recipients of Supplemental Nutrition Assistance Program (SNAP) benefits.
6. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
7. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
8. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
9. ORC 4141.21 and 4141.22 regarding use and disclosure of Unemployment Compensation records.
10. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
11. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
12. Sections 5101: 9-22-15 and 5101: 9-22-16 of the Ohio Administrative Code (OAC) regarding release of and access to confidential personal information.
13. OAC 5101:1-1-03 regarding disclosure of information on recipients of: disability financial assistance; Ohio Works First; or Prevention, Retention, and Contingency programs under ORC Chapters 5115, 5107 and 5108, respectively.
14. OAC 4141-43-01 and 4141-43-02 regarding disclosure of Unemployment Compensation information.
15. OAC 3304-2-63 regarding use of information relative to applicants or participants of programs administered by Opportunities for Ohioans with Disabilities.
16. Department of Labor, Training and Employment Guidance Letter (TEGL) 39-11 regarding handling and protection of personally identifiable information.

F. The LWDB or its designee will maintain a current list of staff members who are authorized to access personal confidential information for each partner program under this MOU and will identify the types of data and data systems that the authorized staff members are permitted to access.

Article X: Dispute Resolution

- A. For purposes of this MOU and for other issues relevant to participation in the local workforce development system, each party expressly agrees to participate in good faith negotiations to reach a consensus on the terms and conditions in this MOU. However, should a dispute arise among any or all of the parties, all parties agree to take the steps listed below and make a good-faith effort to resolve the dispute.
1. A written document detailing the impasse will be submitted to WIBBCW.
 2. WIBBCW staff and/or Fiscal Agent will convene a meeting with OMJ | BCW and the affected partner (s) to then attempt to resolve the issue. The partner(s) should document the negotiations and efforts that have taken place to resolve the issue.
 3. Impasses involving state level partners will have the participation of the respective Executive Director/Administrator, or their designees, in all resolution activities.
 4. If the impasse is not resolved, WIBBCW will appoint a special committee to review and attempt resolution of the impasse.
 5. In the event an agreement cannot be reached, the WIBBCW Chair or designee will meet with the local elected official(s) and/or the partner(s) and/or the OMJ | BCW and /or other site managers in the county in which the impasse occurred and, based on the nature of the impasse, try to resolve the issue and make a recommendation within thirty (30) working days of receiving the dispute. The entire process should be completed within ninety (90) days.
 6. This procedure does not apply to performance standards governed by contractual agreements or program requirements that are separate and apart from this MOU.
 7. In the event that all reasonable attempts to resolve the impasse at the local level are unsuccessful, the WIBBCW will report the impasse to OWD, which will intervene with the parties to resolve the disputed issue(s).
- B. The LWDB and/or partners may ask ODJFS and the other state agencies responsible for oversight of partner programs to participate in the in the dispute resolution process.
- C. Should all reasonable attempts to resolve the dispute at the local level be unsuccessful, the LWDB will report the dispute to OWD, which will intervene with the parties to resolve the disputes.
- D. If the parties cannot reach a consensus agreement on infrastructure costs by May 31 of the current state fiscal year, OWD is required initiate the state infrastructure funding mechanism outlined in WIOAPL 16-06 to ensure that infrastructure costs are paid.
- E. For all other disputed terms and costs, if OWD intervention does not help resolve the dispute, OWD is required to notify the DOL and the federal agencies responsible for oversight of the partner programs that LWDB and partners have failed to execute an MOU.

Article XI: Safety and Security

- A. All parties acknowledge that the staff members who will deliver services or conduct activities in OhioMeansJobs Centers must be provided with a safe and healthy working environment that is compliant with the Occupational Safety and Health Administration (OSHA) standards and the Ohio Public Employment Risk Reduction Program (PERRP), as applicable.

- B. At a minimum, LWDBs will ensure that local OhioMeansJobs center operators maintain facilities in a manner that will ensure the safety of all staff members working in those locations, which includes, but is not limited to;
- Implementation of Responsible Protocols for Getting Ohio Back to Work posted by the Ohio Department of Health to minimize staff and customer risk of exposure to COVID-19, which includes: Requiring face coverings for staff and recommending them for customers; conducting daily self-assessments for symptoms; encouraging good hygiene and hand-washing; cleaning and sanitizing workspaces; and limiting capacity.
 - Maintenance of insurance against loss or damage by fire or other casualties normally covered by standard fire and extended coverage policies for not less than eighty percent of actual replacement value through responsible insurance carriers licensed to do business in Ohio.
 - Maintenance of a good state of repair at each OhioMeansJobs center, including, but not limited to: exterior walls; roof; structural portions of the building; windows and sashes; entrance doors; fire escapes; restrooms; sprinkler systems and controls; heating, ventilation, and air conditioning systems; inside stairways and elevators; electrical and plumbing facilities; desks/cubicles and chairs; and custodial services.
 - Posted diagrams of fire exits and tornado safe rooms as well as emergency action plans.
 - Routine fire and tornado drills.
 - Installation of locks on the doors of offices assigned to staff members, who will each be provided a key for each lock. LWDBs and/or OhioMeansJobs center operator(s) will further ensure that no additional copies of the keys will be kept by local staff members to ensure the protection of any confidential data that may be maintained by partner staff members.
 - Maintenance of heating and air conditioning.
 - Maintenance of hot and cold running water and provide safe drinking water.
 - Maintenance of proper lighting at all workstations and in all offices.
 - Completion of preventive maintenance for the OhioMeansJobs center mechanical systems.
 - Timely removal of snow and ice from sidewalks and parking areas on or adjacent to OhioMeansJobs centers.
- C. All parties will ensure that their staff members are effectively trained on policies and procedures relevant to workplace safety and workplace conduct.
- D. Each party with staff assigned to work in the local OhioMeansJobs Centers will identify a contact person at each party's administrative office who will be notified of any safety or personnel concerns.
- E. Each party will ensure staff assigned to work in local OhioMeansJobs centers will follow and adhere to the weather emergency of related policies for each site.

Article XII: Limitation of Liability

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

Article XIII: General Provisions

All parties agree to follow all federal, state and local laws and regulations as applicable under this MOU, including those listed below, which are generally applicable to WIOA, most federally funded partner programs, and to parties that provide programs and services on behalf of the State of Ohio.

- A. **Jobs for Veterans Act** – As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- B. **Americans with Disabilities** – Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. **Pro-Children Act** – If any activities under this MOU call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
- D. **Drug-Free Workplace.** Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. **Fair Labor Standards and Employment Practices**
 - 1. Each party hereby affirms compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - 2. Pursuant to WIOA Section 188, in carrying out this MOU, each party affirms that it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of pay, or eligibility for in-service training programs.
 - 3. Each party agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - 4. Each party agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188.
- F. **Civil Rights Assurance.** All parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).
- G. **Work Programs.** Each party agrees not to discriminate against individuals who have or are participating in any work program administered by any County Department of Job and Family Services under ORC Chapters 5101 or 5107.

- H. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
- I. **Conflict of Interest** – All parties agree to comply with the following, as applicable:
- a. All parties agree that they, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of functions and responsibilities under this MOU. If any party, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, the party will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. The parties further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS, in collaboration with other state partners and, if necessary, the Ohio Attorney General's office, determines that participation would not be contrary to public interest.
 - b. Each party will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- J. **Qualifications to Conduct Business** – Each party affirms that it and any and all subrecipients and subcontractors that will perform under this MOU have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the MOU period any party or its subrecipients or subcontractors for any reason, become disqualified from conducting business in the Ohio, the affected party will notify LWDB in writing and will take measures to ensure that the disqualified party immediately ceases performance of activities hereunder.

Article XIV: Partial Invalidity

This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unallowable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the unallowable provision(s).

Article XV: Counterpart

This agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

*Signature page follows
Remainder of page intentionally left blank*

Memorandum of Understanding for Local Workforce Area 12 - 2023

Signature Page

By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.

Local Workforce Area 12 Workforce Development Board

Chairperson

Ron Rohlfing, President

Ron Rohlfing
Printed Name & Title

Ron Rohlfing 6/16/22
Signature Date

Local Area 12 MOU Signature

Butler Tech
Vocational Education

Nick Linberg, Executive Director of Strategic Programming

Printed Name & Title

Nick Linberg 5/10/22
Signature Date

Rebecca Ehling, Executive Director

Rebecca Ehling
Printed Name & Title

Rebecca Ehling 6/17/22
Signature Date

Local Area 12 MOU Signature

Community Development Professionals

Mindy Muller, President/CEO

Printed Name & Title

Mindy Muller 5/10/22
Signature Date

Ohio Department of Job and Family Services
Required Partner for Wagner-Peyser, Trade Act, Disabled
Veterans' Outreach Program, Local Veterans' Employment
Representative, and Unemployment Insurance

Jill Witt, Assistant Deputy Director,
Office of Workforce Development
Workforce Program Administration and Delivery

Jill Witt 6/1/22
Signature Date

Local Area 12 MOU Signature

Easterseals of Greater Cincinnati
WIOA Title I Youth

Pamela Green, President and CEO

Printed Name & Title

Pamela Green 05/23/2022
Signature Date

Local Area 12 MOU Signature

AARP Foundation

Senior Community Service Employment Program

Demetri Antzoulatos, VP Finance, Grants Operation

Printed Name & Title

DocuSigned by:
Demetri Antzoulatos

623F408E98E1430...

6/15/2022

Signature

Date

Local Area 12 MOU Signature

Job Corps/Insights Training Group, LLC

Anita Tomlinson, Director of Finance & Administration

Printed Name & Title

Anita Tomlinson 5/10/22
Signature Date

Local Area 12 MOU Signature

SELF

Jeffrey Diver, Executive Director

Printed Name & Title
Jeffrey Diver
Signature Date 5/11/22

Local Area 12 MOU Signature

Vantage
Senior Community Service Employment Program

Michael Cobper, Director

Printed Name & Title
Michael Cobper
Signature Date 6/3/22

Local Area 12 MOU Signature

Warren County Career Center
Vocational Education

Rick Smith, Superintendent

Printed Name & Title
Rick Smith
Signature Date 5/11/22

Local Area 12 MOU Signature

Warren County Aspire
Aspire

Karen Karnes, Director

Printed Name & Title
Karen Karnes
Signature Date 5-10-22

OhioMeansJobs | Warren County
WIOA Title I Adult and Dislocated Worker

Matt Fetry, Director

Printed Name & Title
Matt Fetry
Signature Date 5/10/22

Local Area 12 MOU Signature

Butler County Educational Services Center
ASPIRE

Chris Emerson, Superintendent
Printed Name & Title
Chris Emerson
Signature Date 5/10/22

Local Area 12 MOU Signature

Warren County Community Services, Inc.

Dawna Fogarty, Chief Executive Officer
Printed Name & Title

Dawna Fogarty
Signature Date 5/11/22

Director, Warren County Department of Job and Family Services
Human Services Division
TANF

Lauren Cavanaugh, Director

Printed Name & Title
Lauren Cavanaugh
Signature Date 6/7/2022

Local Area 12 MOU Signature

Greater Cincinnati Behavioral Health Services

Jeff O'Neil, President/CEO

Printed Name & Title
Jeff O'Neil
Signature Date 6/8/22

Local Area 12 MOU Signature

Opportunities for Ohioans with Disabilities
Vocational Rehabilitation

Kevin L. Miller, Executive Director

Printed Name & Title
Kevin Miller
Signature Date 06/10/2022

Local Area 12 MOU Signature

Job Works/Education & Training Systems

Tom Kavanagh

Printed Name & Title
Tom Kavanagh
Signature Date 5/31/22

Local Area 12 MOU Signature

SSCC Adult Opportunity Center

Susan Armstrong, Director

Printed Name & Title
Susan Armstrong
Signature Date 06/06/2022

**Local Workforce Area 12 MOU
Signature Page
ODJFS Administration**

The signature below affirms that the content of this MOU and attachments is compliant with the requirements set forth in WIOA Section 121(c) and the corresponding regulations in 20 CFR 678.

<u><i>Matt Damschroder</i></u>	<u>7/11/2022</u>
Matt Damschroder, Director	Date

Ohio Department of Job and Family Services

Attachment A

**Attachment A Local Area 12 Career Services
July 01, 2022 through June 30, 2023
Affiliate: Warren**

Attachment A

Partnering Name	Program	Services	Populations Served	Check if Your Agency Can Provide Services to Universal Customers	Number of FTE(s)
WIOA	Adult/Dislocated	Basic 1-11, Individual 1-11	Low income and dislocated adults	Yes	7
CDJFS	TANF	Basic 2-6, 9 Individual 1-11	TANF and Snap eligible families	Yes	1
Easterseals	WIOA Youth	Basic 1,2,3,4,5,6,7,8,9,11 Individual 1,2,5,6,7,8,9 Business Services 5,9,11,12,14,15,16,17,18,19,20,21,28	WIOA In School youth 14-21, WIOA Out of School youth 16-24	For Basic services 4, 5, 6, 11	2
Aspire - WCCC	Title II Adult Education & Literacy Entity	Basic - 2,3,5,7,9 Individual Serics - 11	Adults with limited English proficiency, adults lacking a high school credential, adults seeking to transition to post-secondary education or training and employment	Yes	2
ODJFS	Wagner Peysner	All Basic, Individual and Business Services	All-directly or through referrals	Yes	0
ODJFS	Disabled Veterans (JVSG)	Basic and Individual services for Vets	veterans with SBEs	No	1
Warren County Career Center	Perkins Act Voc. Ed.	Basic 2,3,4,5,8,10,11 Individual 1,4,6 Business 2,3,4	Universal and Post Secondary Education students	Yes	1
OOD	WIOA Title IV	Basic Career Services (1-11); Individualized Services (1-11); Follow Up Services; Business Services 1, 2, 3, 4, 7, 10, 11, 12, 15, 17, 18, 19, 22, 26	Individuals with Disabilities	No	2
AARP	Older America Title V	Eligibility Determination; Outreach, Intake, & Orientation; Initial Assessment; Referrals; Labor Market Information; Supportive Services; IEP; Individual Counseling; Short-Term Prevocational Services; Follow-Up Services; Transitional Jobs	Low-income individuals 55 and over	No	0.5

**Attachment A Local Area 12 Career Services
July 01, 2022 through June 30, 2023
Affiliate: Clermont**

Partnering Name	Program	Services	Populations Served	Check If Your Agency Can Provide Services to Universal Customers	Number of FTE(s)
WIOA	Adult/Dislocated	Basic 1-11, Individual 1-11	Low income and dislocated adults	Yes	5
Business Services		Business 1-30	Business Community	Yes	1
JFS Operations	OMJ Operations	oversight of WIOA/TANF/SNAP/CCMEP	OMJ Partners and public	Yes	1
TANF/SNAP	Work activities	Basic 2-6, 9 Individual 1-11	TANF and Snap eligible families	Yes	4
CCMEP	Youth Services	Basic 1-11, Individual 1-11	Eligible youth ages 14-24	Yes	3
Easterseals	CCMEP-WIOA	Basic 1,2,3,4,5,6,7,8,9,11 Individual 1,2,5,6,7,8,9 Follow-up Business Services 5,9,11,12,14,15,16,17,18,19,20,21,28	WIOA In School youth 14-21, WIOA Out of School youth 16-24	For Basic services 4, 5, 6, 11	4
Greater Cincinnati Behavioral Health Services	Work Initiative Network	Basic Career- 1, 2,3,4, 5,6,8,9,11 Individualized Services 1,2,4,5, 6,8,9 Follow Up Services Business Services 2,5,6,7,9,10,22,27,	Program serves individuals with disabilities who have Mental Health or SUD issues with specialized evidenced based employment services	No	1
ODJFS	Wagner Peyser	All Basic, Individual and Business Services	All-directly or through referrals	Yes	1
ODJFS	Disabled Veterans (JVSG)	Basic and Individual services for Vets	veterans with SBES	No	1
OOD	Opportunities for Ohioans with Disabilities	Basic Career Services (1-11); Individualized Services (1-11); Follow Up Services; Business Services 1, 2, 3, 4, 7, 10, 11, 12, 15, 17, 18, 19, 22, 26	Individuals with Disabilities	No	2
JobWorks	RESEA	RESEA client services and workshops	RESEA		1
VANTAGE Aging	Senior Community Service Employment Program	IS:2,5,6,7,8,10,11	low-income individuals 55 and over	No	0.5
SSCC Adult Opportunity Center	ASPIRE	16-17 year old underage students without an HSE	16-17 year old underage students without an HSE		2
		Adult Secondary Education/High School Equivalency preparation	adults without an HSE		
		Transition to post-secondary or employment	students with college readiness needs		
		Career pathways exploration	students with disabilities		
		Distance Education	students with barriers to employment		
		Soft skills for the workplace	low literacy students		
		Life skills	students with digital literacy needs		
			displaced workers		
			adult learners		

IN KIND?

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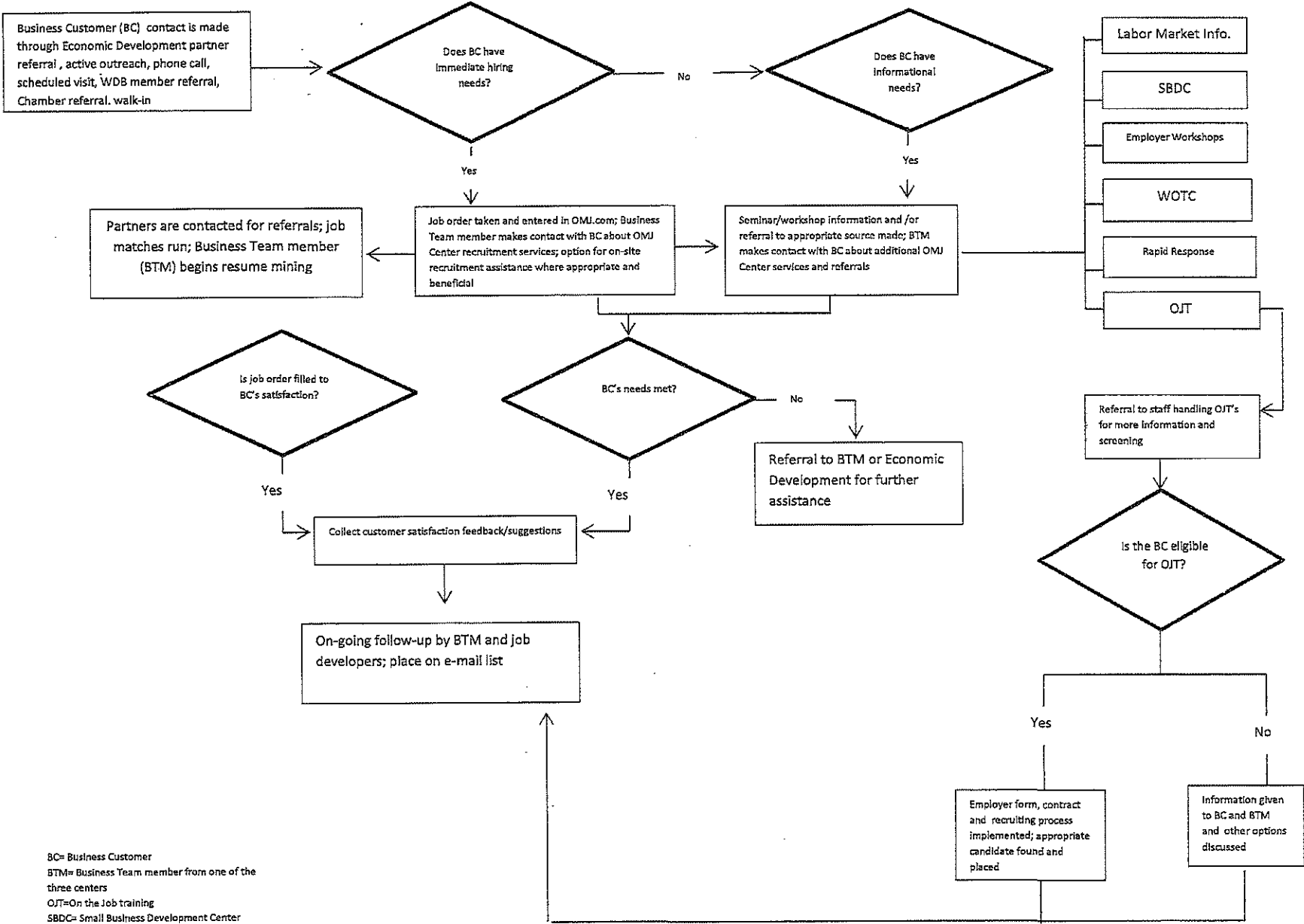
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Attachment A Local Area 12 Career Services
July 01, 2022 through June 30, 2023
Affiliate: Warren

Partnering Name	Program	Services	Populations Served	Check If Your Agency Can Provide Services to Universal Customers	Number of FTE(s)
WIOA	Adult/Dislocated	Basic 1-11, Individual 1-11	Low income and dislocated adults	Yes	7
CDJFS	TANF	Basic 2-6, 9 Individual 1-11	TANF and Snap eligible families	Yes	1
Easterseals	WIOA Youth	Basic 1,2,3,4,5,6,7,8,9,11 Individual 1,2,5,6,7,8,9 Business Services 5,9,11,12,14,15,16,17,18,19,20,21,28 Follow-up	WIOA In School youth 14-21, WIOA Out of School youth 16-24	For Basic services 4, 5, 6, 11	2
Aspire - WCCC	Title II Adult Education & Literacy Entity	Basic - 2,3,5,7,9 Individual Serices - 11	Adults with limited English proficiency, adults lacking a high school credential, adults seeking to transition to post-secondary education or training and employment	Yes	2
ODJFS	Wagner Peyser	All Basic, Individual and Business Services	All-directly or through referrals	Yes	0
ODJFS	Disabled Veterans (JVSG)	Basic and Individual services for Vets	veterans with SBES	No	1
Warren County Career Center	Perkins Act Voc. Ed.	Basic 2,3,4,5,8,10,11 Individual1,4,6 Business 2,3,4	Universal and Post Secondary Education students	Yes	1
OOD	WIOA Title IV	Basic Career Services (1-11); Individualized Services (1-11); Follow Up Services; Business Services 1, 2, 3, 4, 7, 10, 11, 12, 15, 17, 18, 19, 22, 26	Individuals with Disabilities	No	2
AARP	Older America Title V	Eligibility Determination; Outreach, Intake, & Orientation; Initial Assessment; Referrals; Labor Market Information; Supportive Services; IEP; Individual Counseling; Short-Term Prevocational Services; Follow-Up Services; Transitional Jobs	Low-income individuals 55 and over	No	0.5

Attachment B

Area 12 OMJ System
Business Customer Flow



BC= Business Customer
 BTM= Business Team member from one of the three centers
 OJT=On the Job training
 SBDC= Small Business Development Center
 WOTC= Work Opportunity Tax Credit

Area 12 OMJ Center System

Customer Flow

Customers (job seekers) enter the OMJ Center locations in Butler, Clermont or Warren Counties either on-site or through phone contact. Those making phone contact will be given requested information but be encouraged to come into the OMJ Center

The customer is greeted as he/she enters the OMJ Center and asked to check in on the CFIS kiosk or by paper:

- If the customer came into the OMJ Center to see a specific partner staff person, then the customer is referred to that person.
- If the customer came into the OMJ Center for information and/or a job, the front desk staff refers the customer to the Resource Room staff who will refer the customer to basic information and possibly complete a needs assessment.
- Staff on duty in the Resource Room will engage the customer to determine his/her needs and make appropriate referrals or direct them to the appropriate resources.
- Depending on what the universal customer needs, the Customer Advocate will give him/her information about each item checked. General topics of interest include: *Job Search, Education/Training, Support Services, Veterans Services, Rehabilitation Services and Business Services.*
- Customers may choose to use self-service options or may choose to receive assistance from Resource Room staff.
- If the universal customer is seeking employment, then he/she is encouraged to register on OhioMeansJobs.com. He/She will be given information on additional job openings as well any on-site recruitments that are taking place or will take place in the near future
- If the universal customer indicates interest in or needs services from another OMJ Center partner or agency, then a referral is made to that partner or agency. In many cases, they may be taken directly to that partner by on-duty staff.

- If the universal customer needs additional help, the Career Services Consultant will provide it.
- The universal customer will be encouraged to complete a Customer Satisfaction Survey. The OMJ Centers will take any customer comments and/or suggestions into consideration when addressing continuous improvement.
- The goal for all job seeking customers is employment. The OMJ Center system will make every effort to help the customer attain that goal. Some customers will only need access to the Resource Room while others will need many services from several of the partners. Services will be customized depending on the customer's wants and needs.

Business Customer Flow

Business customers may enter through a number of different ways. Members of the business team may meet businesses at Chamber events, community expos, through referral from economic development entities, WDB member referral or similar means, or a business may see one of the websites that channel customers to OMJ Centers.

When a business customer contacts the OMJ Center, they will be surveyed about their most immediate needs. If they have a hiring need, they will be assisted with entering a job order into OhioMeansJobs.com. They may also be given instruction on how to enter future job orders into the system. They will also be given options on recruitment tools such as on-site recruitment, job fairs and similar methods of recruitment. They may also be asked for additional information so that the job order can be referred to a staff member for resume mining. This has proven to be very effective. It goes much deeper into the OhioMeansJobs.com database and performs individual resume review.

When the most immediate need is met, a member of the business team will follow up for additional offers of service. If a visit has not already taken place, the business will be asked if they would like a visit from a member of the Business Team. This can take place onsite at the OMJ Center, at the company site or at another location. At that time the business will be given a packet of information on OMJ Center services and their needs workforce will be assessed. That may mean the need to provide labor market information, connect the business with other entities such as

economic development, to provide information on employee training options such as on-the-job training or incumbent worker training and many more options. It will be the responsibility of the Area 12 business team maintain contact with the employer to assure that their on-going needs are being met.

Should the business find the need to downsize, they will be referred to the Rapid Response team and all efforts will be made to assist the business as well as the impacted workers.

Businesses will then be contacted periodically to see if they have additional information needs or direct service needs. Once contact is made, the business will be given on-going services as needed.

Attachment C

Workforce Development Area 12
Budget Period 7/1/22 - 6/30/23
BUTLER - Cost Sharing Agreement

Facilities/Rec	DDJFS	ODJFS (WP, TRADE, UIC)	WIOA	CDJFS	ESC - Aspire	Perkins Act	OOD	SELF	Easter Seals	JobWorks	Cincinnati Job Corps Center	Control			
Shared Cost Item	Veteran Srvc	Wagner Peyser	Adult & DLW	TANF	Title II Adult Education and Literacy Entity	Perkins Act Vocational Ed Entity	WIOA Title IV	CSBG E&T	WIOA Youth	HUD Grant		Total			
	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall			
	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%			
Lease Cost (includes common area)	\$ 171,000.00	\$ 4,697.80	\$ 21,140.11	\$ 14,093.41	\$ 65,769.23	\$ 4,697.80	\$ 999.56	\$ 4,697.80	\$ 7,046.70	\$ 14,093.41	\$ 23,489.01	\$ 939.56	\$ 4,697.80	\$ 4,697.80	\$ 171,000.00
Utilities	\$ 31,000.00	\$ 851.65	\$ 3,892.42	\$ 2,554.95	\$ 11,928.08	\$ 851.65	\$ 170.33	\$ 851.65	\$ 1,277.47	\$ 2,554.95	\$ 4,258.24	\$ 170.33	\$ 851.65	\$ 851.65	\$ 31,000.00
Maintenance - Janitorial Service	\$ 30,000.00	\$ 824.18	\$ 3,708.79	\$ 2,472.53	\$ 11,538.46	\$ 824.18	\$ 164.84	\$ 824.18	\$ 1,286.26	\$ 2,472.53	\$ 4,120.88	\$ 164.84	\$ 824.18	\$ 824.18	\$ 30,000.00
Maintenance - Building (repairs, upkeep, Extermination)	\$ 1,400.00	\$ 38.46	\$ 173.08	\$ 115.38	\$ 538.46	\$ 38.46	\$ 7.69	\$ 38.46	\$ 57.69	\$ 115.38	\$ 192.31	\$ 7.69	\$ 38.46	\$ 38.46	\$ 1,400.00
Sub-Total	\$ 233,400.00	\$ 6,412.09	\$ 28,854.40	\$ 19,236.26	\$ 89,769.23	\$ 6,412.09	\$ 1,282.42	\$ 6,412.09	\$ 9,618.13	\$ 19,236.26	\$ 32,960.44	\$ 1,282.42	\$ 6,412.09	\$ 6,412.09	\$ 233,400.00
Shared Cost Item	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall			
One-Stop Operator/Manager (1/3)	\$ 31,925.54	\$ 877.08	\$ 3,946.84	\$ 2,631.23	\$ 12,279.05	\$ 877.08	\$ 175.42	\$ 877.08	\$ 1,315.61	\$ 2,631.23	\$ 4,385.38	\$ 175.42	\$ 877.08	\$ 877.08	\$ 31,925.54
Receptionist/Greeter (1/3)	\$ 35,284.99	\$ 969.37	\$ 4,362.16	\$ 2,908.10	\$ 13,571.15	\$ 969.37	\$ 193.87	\$ 969.37	\$ 1,454.05	\$ 2,908.10	\$ 4,845.84	\$ 193.87	\$ 969.37	\$ 969.37	\$ 35,284.99
Data Entry Support Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fiscal Support Staff	\$ 8,311.74	\$ 228.34	\$ 1,027.55	\$ 685.03	\$ 3,196.82	\$ 228.34	\$ 45.67	\$ 228.34	\$ 342.52	\$ 685.03	\$ 1,141.72	\$ 45.67	\$ 228.34	\$ 228.34	\$ 8,311.74
Technology Support Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 75,522.27	\$ 2,074.79	\$ 9,336.54	\$ 6,224.36	\$ 29,047.03	\$ 2,074.79	\$ 414.96	\$ 2,074.79	\$ 3,112.18	\$ 6,224.36	\$ 10,373.94	\$ 414.96	\$ 2,074.79	\$ 2,074.79	\$ 75,522.27
Shared Cost Item	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall			
Computer Equipment (Hardware)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Computer Equipment (Software)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Fax and Fax Machine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Virtual Environment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Internet Access	\$ 4,500.00	\$ 123.63	\$ 556.32	\$ 370.88	\$ 1,730.77	\$ 123.63	\$ 24.73	\$ 123.63	\$ 185.44	\$ 370.88	\$ 618.13	\$ 24.73	\$ 123.63	\$ 123.63	\$ 4,500.00
Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audio-Visual Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies (Paper, Materials, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (i.e. ADA Equipment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 4,500.00	\$ 123.63	\$ 556.32	\$ 370.88	\$ 1,730.77	\$ 123.63	\$ 24.73	\$ 123.63	\$ 185.44	\$ 370.88	\$ 618.13	\$ 24.73	\$ 123.63	\$ 123.63	\$ 4,500.00
Shared Cost Item	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall	Overall			
Telephone System/Equipment	\$ 1,900.00	\$ 52.20	\$ 234.89	\$ 156.59	\$ 730.77	\$ 52.20	\$ 10.44	\$ 52.20	\$ 78.30	\$ 156.59	\$ 260.99	\$ 10.44	\$ 52.20	\$ 52.20	\$ 1,900.00
Copier and Copier Maintenance	\$ 2,100.00	\$ 57.69	\$ 259.62	\$ 173.08	\$ 807.69	\$ 57.69	\$ 11.54	\$ 57.69	\$ 86.54	\$ 173.08	\$ 288.46	\$ 11.54	\$ 57.69	\$ 57.69	\$ 2,100.00
Fax and Fax Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies (Paper, Materials, etc.)	\$ 3,700.00	\$ 101.65	\$ 457.42	\$ 304.95	\$ 1,423.08	\$ 101.65	\$ 20.33	\$ 101.65	\$ 152.47	\$ 304.95	\$ 508.24	\$ 20.33	\$ 101.65	\$ 101.65	\$ 3,700.00
Common Tracking System Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (i.e. ADA Equipment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 7,700.00	\$ 211.54	\$ 951.92	\$ 634.62	\$ 2,961.54	\$ 211.54	\$ 42.31	\$ 211.54	\$ 317.31	\$ 634.62	\$ 1,057.69	\$ 42.31	\$ 211.54	\$ 211.54	\$ 7,700.00
Facilities/Rec	\$ 233,400.00	\$ 6,412.09	\$ 28,854.40	\$ 19,236.26	\$ 89,769.23	\$ 6,412.09	\$ 1,282.42	\$ 6,412.09	\$ 9,618.13	\$ 19,236.26	\$ 32,960.44	\$ 1,282.42	\$ 6,412.09	\$ 6,412.09	\$ 233,400.00
Personnel/Rec	\$ 75,522.27	\$ 2,074.79	\$ 9,336.54	\$ 6,224.36	\$ 29,047.03	\$ 2,074.79	\$ 414.96	\$ 2,074.79	\$ 3,112.18	\$ 6,224.36	\$ 10,373.94	\$ 414.96	\$ 2,074.79	\$ 2,074.79	\$ 75,522.27
Equipment & Supplies/Rec (Pratic Use)	\$ 4,500.00	\$ 123.63	\$ 556.32	\$ 370.88	\$ 1,730.77	\$ 123.63	\$ 24.73	\$ 123.63	\$ 185.44	\$ 370.88	\$ 618.13	\$ 24.73	\$ 123.63	\$ 123.63	\$ 4,500.00
Equipment & Supplies/Rec (Pratic Use)	\$ 7,700.00	\$ 211.54	\$ 951.92	\$ 634.62	\$ 2,961.54	\$ 211.54	\$ 42.31	\$ 211.54	\$ 317.31	\$ 634.62	\$ 1,057.69	\$ 42.31	\$ 211.54	\$ 211.54	\$ 7,700.00
Sub-Total	\$ 321,122.27	\$ 8,821.05	\$ 39,739.20	\$ 26,476.12	\$ 128,512.57	\$ 8,821.05	\$ 1,760.01	\$ 8,821.05	\$ 13,226.95	\$ 26,476.12	\$ 44,347.41	\$ 1,760.01	\$ 8,821.05	\$ 8,821.05	\$ 321,122.27

Equipment & Supplies/Rec (Pratic Use)

Workforce Development Area 12 Budget
Period 7/1/22 - 6/30/24
CLERMONT - Cost Sharing Agreement

	ODJFS	ODJFS (WP, TRADE, LIC)	WIOA	CDJFS (TANF, SNAP, CCMEP Youth)	OOD	Vantage (Mature Services)	GCBS	Easter Seals	Business Services	JobWorks	SSCC Adult Opportunity Center	Control
Shared Cost Item	Veteran Srvc	Wagner Peysor	Adult & DLW	TANF	WIOA Title IV	Older America Title V	Greater Cincinnati Behavioral Health	WIOA Youth		RESEA	ASPIRE	Total
Personnel Cost												
Shared Cost Item												
Count												23.5
% of Overall Total	4.26%	4.26%	4.27%	34.04%	8.51%	2.13%	4.26%	17.02%	4.26%	4.26%	4.26%	100%
Lease Cost (includes common area)	\$ 37,714.00	\$ 1,604.85	\$ 1,604.85	\$ 4,814.55	\$ 12,838.81	\$ 3,209.70	\$ 802.43	\$ 1,604.85	\$ 6,419.40	\$ 1,604.85	\$ 1,604.85	\$ 37,714.00
Utilities	\$ 13,218.00	\$ 562.47	\$ 562.47	\$ 1,687.40	\$ 4,499.74	\$ 1,124.94	\$ 281.23	\$ 562.47	\$ 2,249.87	\$ 562.47	\$ 562.47	\$ 13,218.00
Maintenance - Janitorial Service												\$ -
Maintenance - Building (repairs, upkeep, Extermination)	\$ 15,519.00	\$ 660.38	\$ 660.38	\$ 1,981.15	\$ 5,283.06	\$ 1,320.77	\$ 330.19	\$ 660.38	\$ 2,641.53	\$ 660.38	\$ 660.38	\$ 15,519.00
Sub-Total	\$ 66,451.00	\$ 2,827.70	\$ 2,827.70	\$ 8,483.11	\$ 22,621.62	\$ 5,655.40	\$ 1,413.85	\$ 2,827.70	\$ 11,310.81	\$ 2,827.70	\$ 2,827.70	\$ 66,451.00
Resource Room Support												
Shared Cost Item												
% of Overall Total	4.26%	4.26%	4.27%	34.04%	8.51%	2.13%	4.26%	17.02%	4.26%	4.26%	4.26%	
One-Stop Operator/Manager (1/3)	\$ 44,859.00	\$ 1,908.89	\$ 1,908.89	\$ 5,726.68	\$ 15,271.15	\$ 3,817.79	\$ 954.45	\$ 1,908.89	\$ 7,635.57	\$ 1,908.89	\$ 1,908.89	\$ 44,859.00
Receptionist/Greeter (1/3)	\$ 24,027.00	\$ 1,022.43	\$ 1,022.43	\$ 3,067.28	\$ 8,179.40	\$ 2,044.85	\$ 511.21	\$ 1,022.43	\$ 4,089.70	\$ 1,022.43	\$ 1,022.43	\$ 24,027.00
Data Entry Support Staff	\$ 20,554.00	\$ 874.64	\$ 874.64	\$ 2,623.91	\$ 6,997.11	\$ 1,749.28	\$ 437.32	\$ 874.64	\$ 3,498.55	\$ 874.64	\$ 874.64	\$ 20,554.00
Fiscal Support Staff	\$ 14,797.00	\$ 629.66	\$ 629.66	\$ 1,888.98	\$ 5,037.28	\$ 1,259.32	\$ 314.83	\$ 629.66	\$ 2,518.64	\$ 629.66	\$ 629.66	\$ 14,797.00
Technology Support Staff	\$ 9,353.00	\$ 398.00	\$ 398.00	\$ 1,194.00	\$ 3,184.00	\$ 796.00	\$ 199.00	\$ 398.00	\$ 1,592.00	\$ 398.00	\$ 398.00	\$ 9,353.00
Sub-Total	\$ 113,590.00	\$ 4,833.62	\$ 4,833.62	\$ 14,500.85	\$ 38,668.94	\$ 9,667.23	\$ 2,416.81	\$ 4,833.62	\$ 19,334.47	\$ 4,833.62	\$ 4,833.62	\$ 113,590.00
Equipment/Supplies/Postage/Other												
Shared Cost Item												
% of Overall Total	4.26%	4.26%	4.27%	34.04%	8.51%	2.13%	4.26%	17.02%	4.26%	4.26%	4.26%	
Computer Equipment (Hardware)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Equipment (Software)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fax and Fax Machine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Virtual Environment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet Access	\$ 3,960.00	\$ 168.51	\$ 168.51	\$ 505.53	\$ 1,348.09	\$ 337.02	\$ 84.26	\$ 168.51	\$ 674.04	\$ 168.51	\$ 168.51	\$ 3,960.00
Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audio-Visual Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies (Paper, Materials, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (i.e. ADA Equipment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 3,960.00	\$ 168.51	\$ 168.51	\$ 505.53	\$ 1,348.09	\$ 337.02	\$ 84.26	\$ 168.51	\$ 674.04	\$ 168.51	\$ 168.51	\$ 3,960.00
Equipment/Supplies/Postage/Other												
Shared Cost Item												
% of Overall Total	4.26%	4.26%	4.27%	34.04%	8.51%	2.13%	4.26%	17.02%	4.26%	4.26%	4.26%	
Telephone System/Equipment	\$ 8,008.00	\$ 340.77	\$ 340.77	\$ 1,022.30	\$ 2,726.13	\$ 681.53	\$ 170.38	\$ 340.77	\$ 1,363.06	\$ 340.77	\$ 340.77	\$ 8,008.00
Copier and Copier Maintenance	\$ 2,305.00	\$ 98.09	\$ 98.09	\$ 294.26	\$ 784.68	\$ 196.17	\$ 49.04	\$ 98.09	\$ 392.34	\$ 98.09	\$ 98.09	\$ 2,305.00
Fax and Fax Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies (Paper, Materials, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Common Tracking System Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (i.e. ADA Equipment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 10,313.00	\$ 438.85	\$ 438.85	\$ 1,316.55	\$ 3,510.81	\$ 877.70	\$ 219.43	\$ 438.85	\$ 1,755.40	\$ 438.85	\$ 438.85	\$ 10,313.00
Facilities Support	\$ 66,451.00	\$ 2,827.70	\$ 2,827.70	\$ 8,483.11	\$ 22,621.62	\$ 5,655.40	\$ 1,413.85	\$ 2,827.70	\$ 11,310.81	\$ 2,827.70	\$ 2,827.70	\$ 66,451.00
Personnel Support	\$ 113,590.00	\$ 4,833.62	\$ 4,833.62	\$ 14,500.85	\$ 38,668.94	\$ 9,667.23	\$ 2,416.81	\$ 4,833.62	\$ 19,334.47	\$ 4,833.62	\$ 4,833.62	\$ 113,590.00
Resource Room Support	\$ 3,960.00	\$ 168.51	\$ 168.51	\$ 505.53	\$ 1,348.09	\$ 337.02	\$ 84.26	\$ 168.51	\$ 674.04	\$ 168.51	\$ 168.51	\$ 3,960.00
Equipment/Supplies/Postage/Other	\$ 10,313.00	\$ 438.85	\$ 438.85	\$ 1,316.55	\$ 3,510.81	\$ 877.70	\$ 219.43	\$ 438.85	\$ 1,755.40	\$ 438.85	\$ 438.85	\$ 10,313.00
Sub-Total	\$ 194,314.00	\$ 7,668.68	\$ 7,668.68	\$ 23,806.04	\$ 60,549.36	\$ 15,337.36	\$ 3,936.35	\$ 7,668.68	\$ 30,724.72	\$ 7,668.68	\$ 7,668.68	\$ 194,314.00

State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Center Personnel

Expense Type	Partner	Budget Amount
Center Operator/Manager - (OMJ Operator 1/3 cost)		
	BCESC - Attn: Aspire	877.08
	Butler Tech	175.42
	CDJFS	2,631.23
	CDJFS TANF	12,279.01
	Community Development Professionals	175.42
	Easter Seals Tristate	4,385.38
	Job Corps	877.08
	Mature Services	1,315.61
	ODJFS	3,946.84
	Opportunites for Ohioians with Disabilites (OOD)	877.08
	S.E.L.F.	2,631.23
	Veterans Services	877.08
	JobWorks, Inc	877.08
	Sub-Total:	31,925.54
Fiscal Support Staff - (Fiscal Support 10%)		
	BCESC - Attn: Aspire	228.34
	Butler Tech	45.67
	CDJFS	685.03
	CDJFS TANF	3,196.85
	Community Development Professionals	45.67
	Easter Seals Tristate	1,141.72
	Job Corps	228.34
	Mature Services	342.52
	ODJFS	1,027.55
	Opportunites for Ohioians with Disabilites (OOD)	228.34
	S.E.L.F.	685.03
	Veterans Services	228.34
	JobWorks, Inc	228.34
	Sub-Total:	8,311.74
Receptionist/Greeter - (OMJ Front Desk Staff 1/3 Cost)		
	BCESC - Attn: Aspire	969.37
	Butler Tech	193.87
	CDJFS	2,908.10
	CDJFS TANF	13,571.15
	Community Development Professionals	193.87
	Easter Seals Tristate	4,846.84
	Job Corps	969.37
	Mature Services	1,454.05
	ODJFS	4,362.16
	Opportunites for Ohioians with Disabilites (OOD)	969.37
	S.E.L.F.	2,908.10
	Veterans Services	969.37

CFIS Web
 O1209 - Butler - OMJ Center
 MOU Budget



State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Center Personnel

Expense Type	Partner	Budget Amount
	JobWorks, Inc	969.37
	Sub-Total:	35,284.99
	Total:	75,522.27

State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Equipment and Supplies (Partner Use)

Expense Type	Partner	Budget Amount
Office Equipment - Copier - (Copier Maintenance)		
	BCESC - Attn: Aspire	57.69
	Butler Tech	11.54
	CDJFS	173.08
	CDJFS TANF	807.69
	Community Development Professionals	11.54
	Easter Seals Tristate	288.46
	Job Corps	57.69
	Mature Services	86.54
	ODJFS	259.62
	Opportunities for Ohioians with Disabilities (OOD)	57.69
	S.E.L.F.	173.08
	Veterans Services	57.69
	JobWorks, Inc	57.69
	Sub-Total:	2,100.00
Office Supplies (paper, pencils, etc.) - (Partner estimated supplies cost)		
	BCESC - Attn: Aspire	101.65
	Butler Tech	20.33
	CDJFS	304.95
	CDJFS TANF	1,423.06
	Community Development Professionals	20.33
	Easter Seals Tristate	508.24
	Job Corps	101.65
	Mature Services	152.47
	ODJFS	457.42
	Opportunities for Ohioians with Disabilities (OOD)	101.65
	S.E.L.F.	304.95
	Veterans Services	101.65
	JobWorks, Inc	101.65
	Sub-Total:	3,700.00
Telephone System - (Phone and Equipment cost)		
	BCESC - Attn: Aspire	52.20
	Butler Tech	10.44
	CDJFS	156.59
	CDJFS TANF	730.76
	Community Development Professionals	10.44
	Easter Seals Tristate	260.99
	Job Corps	52.20
	Mature Services	78.30
	ODJFS	234.89
	Opportunities for Ohioians with Disabilities (OOD)	52.20
	S.E.L.F.	156.59
	Veterans Services	52.20

CFIS Web
O1209 - Butler - OMJ Center
MOU Budget



State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Equipment and Supplies (Partner Use)

Expense Type	Partner	Budget Amount
	JobWorks, Inc	52.20
		Sub-Total: 1,900.00
		Total: 7,700.00

State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Facilities

Expense Type	Partner	Budget Amount
Lease - (Annual Lease)	BCESC - Attn: Aspire	4,697.80
	Butler Tech	939.56
	CDJFS	14,093.41
	CDJFS TANF	65,769.24
	Community Development Professionals	939.56
	Easter Seals Tristate	23,489.01
	Job Corps	4,697.80
	Mature Services	7,046.70
	ODJFS	21,140.11
	Opportunites for Ohioians with Disabilites (OOD)	4,697.80
	S.E.L.F.	14,093.41
	Veterans Services	4,697.80
	JobWorks, Inc	4,697.80
	Sub-Total:	171,000.00
	Maintenance - Janitorial - (Annual Estimated Cleaning Cost)	BCESC - Attn: Aspire
Butler Tech		164.84
CDJFS		2,472.53
CDJFS TANF		11,538.43
Community Development Professionals		164.84
Easter Seals Tristate		4,120.88
Job Corps		824.18
Mature Services		1,236.26
ODJFS		3,708.79
Opportunites for Ohioians with Disabilites (OOD)		824.18
S.E.L.F.		2,472.53
Veterans Services		824.18
JobWorks, Inc		824.18
Sub-Total:	30,000.00	
Maintenance - Other - (Annual Estimated Building Extermination and Repair)	BCESC - Attn: Aspire	38.46
	Butler Tech	7.69
	CDJFS	115.38
	CDJFS TANF	538.48
	Community Development Professionals	7.69
	Easter Seals Tristate	192.31
	Job Corps	38.46
	Mature Services	57.69
	ODJFS	173.08
	Opportunites for Ohioians with Disabilites (OOD)	38.46
	Veterans Services	38.46

State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Facilities

Expense Type	Partner	Budget Amount
	JobWorks, Inc	38.46
		Sub-Total: 1,400.00
Utilities - (Annual Estimated Utilities cost)		
	BCESC - Attn: Aspire	851.65
	Butler Tech	170.33
	CDJFS	2,554.95
	CDJFS TANF	11,923.06
	Community Development Professionals	170.33
	Easter Seals Tristate	4,258.24
	Job Corps	851.65
	Mature Services	1,277.47
	ODJFS	3,832.42
	Opportunities for Ohioians with Disabilities (OOD)	851.65
	S.E.L.F.	2,554.95
	Veterans Services	851.65
	JobWorks, Inc	851.65
		Sub-Total: 31,000.00
		Total: 233,400.00

State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Resource Room

Expense Type	Partner	Budget Amount
Internet Access - (Internet Access)		
	BCESC - Attn: Aspire	123.63
	Butler Tech	24.73
	CDJFS	370.88
	CDJFS TANF	1,730.74
	Community Development Professionals	24.73
	Easter Seals Tristate	618.13
	Job Corps	123.63
	Mature Services	185.44
	ODJFS	556.32
	Opportunities for Ohioians with Disabilities (OOD)	123.63
	S.E.L.F.	370.88
	Veterans Services	123.63
	JobWorks, Inc	123.63
	Sub-Total:	4,500.00
	Total:	4,500.00
	OMJ Total:	321,122.27

State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Center Personnel

Expense Type	Partner	Budget Amount
Center Operator/Manager - (ONE STOP OPERATOR 1/3)		
	BUSINESS SERVICES - WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	1,910.99
	CDJFS (TANF)	15,256.57
	EASTER SEALS	7,635.00
	ODJFS VETS	1,910.99
	ODJFS WP/TRADE/UIC	1,910.99
	OLDER AMERICAN TITLE V (SCSEP)	955.50
	OPPORTUNITIES FOR OHIOANS WITH DISABILITIES - WIOA TITLE IV	3,817.50
	RESEA (JobWorks)	1,910.99
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	5,728.49
	WIOA TITLE II - ADULT EDUCATION & LITERACY ENTITY (ASPIRE)	1,910.99
	GREATER CINCINNATI BEHAVIORAL HEALTH	1,910.99
	Sub-Total:	44,859.00
Data Entry/Support Staff - (DATA ENTRY SUPPORT)		
	BUSINESS SERVICES - WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	875.60
	CDJFS (TANF)	6,990.41
	EASTER SEALS	3,498.29
	ODJFS VETS	875.60
	ODJFS WP/TRADE/UIC	875.60
	OLDER AMERICAN TITLE V (SCSEP)	437.80
	OPPORTUNITIES FOR OHIOANS WITH DISABILITIES - WIOA TITLE IV	1,749.15
	RESEA (JobWorks)	875.60
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	2,624.75
	WIOA TITLE II - ADULT EDUCATION & LITERACY ENTITY (ASPIRE)	875.60
	GREATER CINCINNATI BEHAVIORAL HEALTH	875.60
	Sub-Total:	20,554.00
Fiscal Support Staff - (FISCAL SUPPORT STAFF)		
	BUSINESS SERVICES - WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	630.35
	CDJFS (TANF)	5,032.47
	EASTER SEALS	2,518.45
	ODJFS VETS	630.35
	ODJFS WP/TRADE/UIC	630.35
	OLDER AMERICAN TITLE V (SCSEP)	315.18

State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Center Personnel

Expense Type	Partner	Budget Amount
	OPPORTUNITIES FOR OHIOANS WITH DISABILITIES - WIOA TITLE IV RESEA (JobWorks)	1,259.22
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	630.35
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	1,889.58
	WIOA TITLE II - ADULT EDUCATION & LITERACY ENTITY (ASPIRE)	630.35
	GREATER CINCINNATI BEHAVIORAL HEALTH	630.35
	Sub-Total:	14,797.00
Receptionist/Greeter - (RECEPTIONIST/GREETER 1/3)		
	BUSINESS SERVICES - WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	1,023.55
	CDJFS (TANF)	8,171.57
	EASTER SEALS	4,089.40
	ODJFS VETS	1,023.55
	ODJFS WP/TRADE/UIC	1,023.55
	OLDER AMERICAN TITLE V (SCSEP)	511.78
	OPPORTUNITIES FOR OHIOANS WITH DISABILITIES - WIOA TITLE IV RESEA (JobWorks)	2,044.70
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	1,023.55
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	3,068.25
	WIOA TITLE II - ADULT EDUCATION & LITERACY ENTITY (ASPIRE)	1,023.55
	GREATER CINCINNATI BEHAVIORAL HEALTH	1,023.55
	Sub-Total:	24,027.00
Technology Support Staff - (IT STAFF)		
	BUSINESS SERVICES - WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	398.44
	CDJFS (TANF)	3,180.94
	EASTER SEALS	1,591.88
	ODJFS VETS	398.44
	ODJFS WP/TRADE/UIC	398.44
	OLDER AMERICAN TITLE V (SCSEP)	199.22
	OPPORTUNITIES FOR OHIOANS WITH DISABILITIES - WIOA TITLE IV RESEA (JobWorks)	795.94
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	398.44
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	1,194.38
	WIOA TITLE II - ADULT EDUCATION & LITERACY ENTITY (ASPIRE)	398.44
	GREATER CINCINNATI BEHAVIORAL HEALTH	398.44
	Sub-Total:	9,353.00

State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Center Personnel

Expense Type	Partner	Budget Amount
		Total: 113,590.00



State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Equipment and Supplies (Partner Use)

Expense Type	Partner	Budget Amount
Office Equipment - Copler - (COPIER/MAINTENANCE)		
	BUSINESS SERVICES - WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	98.19
	CDJFS (TANF)	783.94
	EASTER SEALS	392.31
	ODJFS VETS	98.19
	ODJFS WP/TRADE/UIC	98.19
	OLDER AMERICAN TITLE V (SCSEP)	49.10
	OPPORTUNITIES FOR OHIOANS WITH DISABILITIES - WIOA TITLE IV	196.16
	RESEA (JobWorks)	98.19
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	294.35
	WIOA TITLE II - ADULT EDUCATION & LITERACY ENTITY (ASPIRE)	98.19
	GREATER CINCINNATI BEHAVIORAL HEALTH	98.19
	Sub-Total:	2,305.00
Telephone System - (TELEPHONE SYSTEM/EQUIPMENT)		
	BUSINESS SERVICES - WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	341.14
	CDJFS (TANF)	2,723.53
	EASTER SEALS	1,362.96
	ODJFS VETS	341.14
	ODJFS WP/TRADE/UIC	341.14
	OLDER AMERICAN TITLE V (SCSEP)	170.57
	OPPORTUNITIES FOR OHIOANS WITH DISABILITIES - WIOA TITLE IV	681.48
	RESEA (JobWorks)	341.14
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	1,022.62
	WIOA TITLE II - ADULT EDUCATION & LITERACY ENTITY (ASPIRE)	341.14
	GREATER CINCINNATI BEHAVIORAL HEALTH	341.14
	Sub-Total:	8,008.00
	Total:	10,313.00

State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Facilities

Expense Type	Partner	Budget Amount
Lease - (LEASE)		
	BUSINESS SERVICES - WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	1,606.62
	CDJFS (TANF)	12,826.51
	EASTER SEALS	6,418.92
	ODJFS VETS	1,606.62
	ODJFS WP/TRADE/UIC	1,606.62
	OLDER AMERICAN TITLE V (SCSEP)	803.31
	OPPORTUNITIES FOR OHIOANS WITH DISABILITIES - WIOA TITLE IV	3,209.46
	RESEA (JobWorks)	1,606.62
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	4,816.08
	WIOA TITLE II - ADULT EDUCATION & LITERACY ENTITY (ASPIRE)	1,606.62
	GREATER CINCINNATI BEHAVIORAL HEALTH	1,606.62
	Sub-Total:	37,714.00
Maintenance - Other - (REPAIRS)		
	BUSINESS SERVICES - WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	661.11
	CDJFS (TANF)	5,278.01
	EASTER SEALS	2,641.33
	ODJFS VETS	661.11
	ODJFS WP/TRADE/UIC	661.11
	OLDER AMERICAN TITLE V (SCSEP)	330.55
	OPPORTUNITIES FOR OHIOANS WITH DISABILITIES - WIOA TITLE IV	1,320.67
	RESEA (JobWorks)	661.11
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	1,981.78
	WIOA TITLE II - ADULT EDUCATION & LITERACY ENTITY (ASPIRE)	661.11
	GREATER CINCINNATI BEHAVIORAL HEALTH	661.11
	Sub-Total:	15,519.00
Utilities - (UTILITIES)		
	BUSINESS SERVICES - WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	563.09
	CDJFS (TANF)	4,495.43
	EASTER SEALS	2,249.70
	ODJFS VETS	563.09
	ODJFS WP/TRADE/UIC	563.09
	OLDER AMERICAN TITLE V (SCSEP)	281.54

State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Facilities

Expense Type	Partner	Budget Amount
	OPPORTUNITIES FOR OHIOANS WITH DISABILITIES - WIOA TITLE IV RESEA (JobWorks)	1,124.85
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	563.09
	WIOA TITLE II - ADULT EDUCATION & LITERACY ENTITY (ASPIRE)	1,687.94
	GREATER CINCINNATI BEHAVIORAL HEALTH	563.09
	Sub-Total:	13,218.00
	Total:	66,451.00

State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Resource Room

Expense Type	Partner	Budget Amount
Internet Access - (PUBLIC ACCESS PORTS)		
	BUSINESS SERVICES - WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	168.70
	CDJFS (TANF)	1,346.77
	EASTER SEALS	673.99
	ODJFS VETS	168.70
	ODJFS WP/TRADE/UIC	168.70
	OLDER AMERICAN TITLE V (SCSEP)	84.35
	OPPORTUNITIES FOR OHIOANS WITH DISABILITIES - WIOA TITLE IV	337.00
	RESEA (JobWorks)	168.70
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	505.69
	WIOA TITLE II - ADULT EDUCATION & LITERACY ENTITY (ASPIRE)	168.70
	GREATER CINCINNATI BEHAVIORAL HEALTH	168.70
	Sub-Total:	3,960.00
	Total:	3,960.00
	OMJ Total:	194,314.00

CFIS Web
 O1283 - Warren - OMJ Center
 MOU Budget



State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: CDJFS (TANF)

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One-Stop Manager)	1,080.66
	Data Entry/Support Staff - (GREETER)	421.42
	Fiscal Support Staff - (FISCAL SUPPORT)	222.20
	Sub-Total:	1,724.28
Equipment and Supplies (Partner Use)	Direct Telephone - (TELEPHONE)	104.27
	Office Supplies (paper, pencils, etc.) - (OFFICE SUPPLIES)	75.83
	Sub-Total:	180.10
Facilities	Lease - (Lease)	753.08
	Sub-Total:	753.08
Resource Room	Computer Equipment (Hardware) - (HARDWARE)	142.18
	Computer Equipment (Software) - (SOFTWARE)	65.40
	Internet Access - (INTERNET)	36.73
	Office Equipment - Copier / Scanner / FAX - (COPIER MAINT)	36.40
	Sub-Total:	280.71
	Total:	2,938.17

CFIS Web
 O1283 - Warren - OMJ Center
 MOU Budget



State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: Easter Seals

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One-Stop Manager)	2,161.33
	Data Entry/Support Staff - (GREETER)	842.84
	Fiscal Support Staff - (FISCAL SUPPORT)	444.39
	Sub-Total:	3,448.56
Equipment and Supplies (Partner Use)	Direct Telephone - (TELEPHONE)	208.53
	Office Supplies (paper, pencils, etc.) - (OFFICE SUPPLIES)	151.66
	Sub-Total:	360.19
Facilities	Lease - (Lease)	1,506.16
	Sub-Total:	1,506.16
Resource Room	Computer Equipment (Hardware) - (HARDWARE)	284.36
	Computer Equipment (Software) - (SOFTWARE)	130.81
	Internet Access - (INTERNET)	73.46
	Office Equipment - Copier / Scanner / FAX - (COPIER MAINT)	72.80
	Sub-Total:	561.43
Total:		5,876.34

CFIS Web
 O1283 - Warren - OMJ Center
 MOU Budget



State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: ODJFS (Vets)

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One-Stop Manager)	1,080.66
	Data Entry/Support Staff - (GREETER)	421.42
	Fiscal Support Staff - (FISCAL SUPPORT)	222.20
	Sub-Total:	1,724.28
Equipment and Supplies (Partner Use)	Direct Telephone - (TELEPHONE)	104.27
	Office Supplies (paper, pencils, etc.) - (OFFICE SUPPLIES)	75.83
	Sub-Total:	180.10
Facilities	Lease - (Lease)	753.08
	Sub-Total:	753.08
Resource Room	Computer Equipment (Hardware) - (HARDWARE)	142.18
	Computer Equipment (Software) - (SOFTWARE)	65.40
	Internet Access - (INTERNET)	36.73
	Office Equipment - Copier / Scanner / FAX - (COPIER MAINT)	36.40
	Sub-Total:	280.71
Total:		2,938.17

State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: Older American Title V (SCSEP)

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One-Stop Manager)	540.33
	Data Entry/Support Staff - (GREETER)	210.71
	Fiscal Support Staff - (FISCAL SUPPORT)	111.10
	Sub-Total:	862.14
Equipment and Supplies (Partner Use)	Direct Telephone - (TELEPHONE)	52.13
	Office Supplies (paper, pencils, etc.) - (OFFICE SUPPLIES)	37.91
	Sub-Total:	90.04
Facilities	Lease - (Lease)	376.54
	Sub-Total:	376.54
Resource Room	Computer Equipment (Hardware) - (HARDWARE)	71.09
	Computer Equipment (Software) - (SOFTWARE)	32.70
	Internet Access - (INTERNET)	18.36
	Office Equipment - Copier / Scanner / FAX - (COPIER MAINT)	18.20
	Sub-Total:	140.35
Total:		1,469.07

CFIS Web
 O1283 - Warren - OMJ Center
 MOU Budget



State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: OMJ Warren County

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One-Stop Manager)	3,782.32
	Data Entry/Support Staff - (GREETER)	1,474.98
	Fiscal Support Staff - (FISCAL SUPPORT)	777.68
	Sub-Total:	6,034.98
Equipment and Supplies (Partner Use)	Direct Telephone - (TELEPHONE)	364.93
	Office Supplies (paper, pencils, etc.) - (OFFICE SUPPLIES)	265.40
	Sub-Total:	630.33
Facilities	Lease - (Lease)	2,635.78
	Sub-Total:	2,635.78
Resource Room	Computer Equipment (Hardware) - (HARDWARE)	497.63
	Computer Equipment (Software) - (SOFTWARE)	228.91
	Internet Access - (INTERNET)	128.55
	Office Equipment - Copier / Scanner / FAX - (COPIER MAINT)	127.39
	Sub-Total:	982.48
Total:		10,283.57

State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: Perkins Act Voc. Ed. Entity

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One-Stop Manager)	1,080.66
	Data Entry/Support Staff - (GREETER)	421.42
	Fiscal Support Staff - (FISCAL SUPPORT)	222.20
	Sub-Total:	1,724.28
Equipment and Supplies (Partner Use)	Direct Telephone - (TELEPHONE)	104.27
	Office Supplies (paper, pencils, etc.) - (OFFICE SUPPLIES)	75.83
	Sub-Total:	180.10
Facilities	Lease - (Lease)	753.08
	Sub-Total:	753.08
Resource Room	Computer Equipment (Hardware) - (HARDWARE)	142.18
	Computer Equipment (Software) - (SOFTWARE)	65.40
	Internet Access - (INTERNET)	36.73
	Office Equipment - Copier / Scanner / FAX - (COPIER MAINT)	36.40
	Sub-Total:	280.71
Total:		2,938.17

CFIS Web
O1283 - Warren - OMJ Center
MOU Budget



State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: WIOA Title I (Adult/DW/Youth)

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One-Stop Manager)	7,564.65
	Data Entry/Support Staff - (GREETER)	2,949.97
	Fiscal Support Staff - (FISCAL SUPPORT)	1,555.35
	Sub-Total:	12,069.97
Equipment and Supplies (Partner Use)	Direct Telephone - (TELEPHONE)	729.84
	Office Supplies (paper, pencils, etc.) - (OFFICE SUPPLIES)	530.81
	Sub-Total:	1,260.65
Facilities	Lease - (Lease)	5,271.57
	Sub-Total:	5,271.57
Resource Room	Computer Equipment (Hardware) - (HARDWARE)	995.26
	Computer Equipment (Software) - (SOFTWARE)	457.82
	Internet Access - (INTERNET)	257.12
	Office Equipment - Copier / Scanner / FAX - (COPIER MAINT)	254.77
	Sub-Total:	1,964.97
Total:	20,567.16	

CFIS Web
 01283 - Warren - OMJ Center
 MOU Budget



State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: WIOA Title II (Adult Ed/Literacy)

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One-Stop Manager)	2,161.33
	Data Entry/Support Staff - (GREETER)	842.84
	Fiscal Support Staff - (FISCAL SUPPORT)	444.39
	Sub-Total:	3,448.56
Equipment and Supplies (Partner Use)	Direct Telephone - (TELEPHONE)	208.53
	Office Supplies (paper, pencils, etc.) - (OFFICE SUPPLIES)	151.66
	Sub-Total:	360.19
Facilities	Lease - (Lease)	1,506.16
	Sub-Total:	1,506.16
Resource Room	Computer Equipment (Hardware) - (HARDWARE)	284.36
	Computer Equipment (Software) - (SOFTWARE)	130.81
	Internet Access - (INTERNET)	73.46
	Office Equipment - Copier / Scanner / FAX - (COPIER MAINT)	72.80
	Sub-Total:	561.43
Total:		5,876.34

CFIS Web
 O1283 - Warren - OMJ Center
 MOU Budget



State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: WIOA Title IV (OOD)

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One-Stop Manager)	2,161.33
	Data Entry/Support Staff - (GREETER)	842.84
	Fiscal Support Staff - (FISCAL SUPPORT)	444.39
	Sub-Total:	3,448.56
Equipment and Supplies (Partner Use)	Direct Telephone - (TELEPHONE)	208.53
	Office Supplies (paper, pencils, etc.) - (OFFICE SUPPLIES)	151.66
	Sub-Total:	360.19
Facilities	Lease - (Lease)	1,506.16
	Sub-Total:	1,506.16
Resource Room	Computer Equipment (Hardware) - (HARDWARE)	284.36
	Computer Equipment (Software) - (SOFTWARE)	130.81
	Internet Access - (INTERNET)	73.46
	Office Equipment - Copier / Scanner / FAX - (COPIER MAINT)	72.80
	Sub-Total:	561.43
Total:		5,876.34

CFIS Web
 O1283 - Warren - OMJ Center
 MOU Budget



State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: Job Works

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One-Stop Manager)	1,080.66
	Data Entry/Support Staff - (GREETER)	421.42
	Fiscal Support Staff - (FISCAL SUPPORT)	222.20
	Sub-Total:	1,724.28
Equipment and Supplies (Partner Use)	Direct Telephone - (TELEPHONE)	104.27
	Office Supplies (paper, pencils, etc.) - (OFFICE SUPPLIES)	75.83
	Sub-Total:	180.10
Facilities	Lease - (Lease)	753.08
	Sub-Total:	753.08
Resource Room	Computer Equipment (Hardware) - (HARDWARE)	142.18
	Computer Equipment (Software) - (SOFTWARE)	65.40
	Internet Access - (INTERNET)	36.73
	Office Equipment - Copier / Scanner / FAX - (COPIER MAINT)	36.40
	Sub-Total:	280.71
Total:		2,938.17

CFIS Web
 O1283 - Warren - OMJ Center
 MOU Budget



State Fiscal Year:	SFY2023 - SA Fiscal Year 2023	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: WCCS

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One-Stop Manager)	108.07
	Data Entry/Support Staff - (GREETER)	42.14
	Fiscal Support Staff - (FISCAL SUPPORT)	22.22
	Sub-Total:	172.43
Equipment and Supplies (Partner Use)	Direct Telephone - (TELEPHONE)	10.43
	Office Supplies (paper, pencils, etc.) - (OFFICE SUPPLIES)	7.58
	Sub-Total:	18.01
Facilities	Lease - (Lease)	75.31
	Sub-Total:	75.31
Resource Room	Computer Equipment (Hardware) - (HARDWARE)	14.22
	Computer Equipment (Software) - (SOFTWARE)	6.54
	Internet Access - (INTERNET)	3.67
	Office Equipment - Copier / Scanner / FAX - (COPIER MAINT)	3.64
	Sub-Total:	28.07
	Total:	293.82
	OMJ Total:	61,995.32

Attachment D

Partner Commitments

Butler

All partners are funding their fair shares in the form of cash with the exception of the following partners:

The Title V - Older Americans Act service provider Vantage Aging will be providing a Job Seeker to train in receptionist duties by supplying 2 PT receptionist interns 4 days per week/5 hours per day on a T-F at a cost of \$9.30/hour thereby reducing their funding commitment amount by \$372 per week x 52 = \$19,344.

Perkins Act Vocational Education - Butler Tech will provide an instructor to perform an Introduction to Microsoft Excel Workshop twice per month for 90 minutes with 30 minutes Q&A per session @ \$428.50 per session totaling \$857.00 per month or \$10284.00 per year

Community Development Professionals will provide one professional development staff training to Area 12 OMJ.

Clermont

The Title V - Older Americans Act:

Partner will provide a PT assistant an average of 20.00 hours/week at a rate of \$9.30/hr to assist with the computer lab duties, thereby covering their funding commitment.

SSCC Aspire:

Partner will provide TABE Testing to universal and partner customers. Both the instructor proctoring and the cost of the materials will be contributed in kind. Testing sessions will occur at least monthly. These sessions will suffice as in-kind contribution covering the total fiscal requirements outlined in the budget.

Greater Cincinnati Behavioral Health (GCBH):

It was agreed that the Partner will provide four regional trainings per year to be held in the Spring and Fall for Region 12 OMJ (Clermont, Butler, Warren) on topics agreed upon by GCB and OMJ leadership. These four sessions will suffice as in-kind contribution covering the total fiscal requirements outlined in the budget.

Warren

All partners are funding their fair shares in the form of cash with the exception of the following partners:

The Title V - Older Americans Act service provider will be providing a portion of the receptionist duties by supplying a PT receptionist 18 hours a week @ \$9.50 per hour for a funding commitment of \$8892

The Title II (ABLE) partner will provide 2.5 hours of workshops/classes @ \$70 per hour for 50 weeks a year.

The TANF partner will provide 2 hours of classes a week @ \$70 per hour for 50 weeks for a commitment of \$7000

WCCS will provide financial literacy courses to cover their \$437.48 cost.

Attachment E

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WIOA Policy Letters >

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WIOAPL 16-06 (State Mechanism for Funding OhioMeansJobs Center Infrastructure Costs)

Workforce Innovation and Opportunity Act Policy Letter No. 16-06

November 10, 2016

TO: Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Boards (WDBs), Fiscal Agents, and OhioMeansJobs Center Operators

FROM: Cynthia C. Dungey, Director

SUBJECT: State Mechanism for Funding OhioMeansJobs Center Infrastructure Costs

I. Purpose

The purpose of this policy is to communicate guidance and parameters for implementation of the state infrastructure funding mechanism when required partners and the local workforce development boards (WDB) cannot reach consensus on funding OhioMeansJobs Center infrastructure costs through the local infrastructure funding mechanism.

II. Effective Date

Immediately

III. Background

Per section 121 (h) of the Workforce Innovation and Opportunity Act (WIOA), states are required to develop an infrastructure funding mechanism that will be implemented by the state to determine and collect each partner's proportionate share of funds for OhioMeansJobs center infrastructure costs when a WDB and local partners in a local workforce development area cannot reach a consensus on infrastructure funding through the local infrastructure funding mechanism.

The state infrastructure funding mechanism must take into consideration the number of centers in the area, the population served, and services provided. It must take into account each local partner's costs for administration of the local workforce development system that are not for purposes related to OhioMeansJobs centers, as well as the statutory requirements for each partner program, all other legal requirements, and the ability of each partner program to fulfill those requirements.

The Ohio Department of Job and Family Services (ODJFS), as the state workforce agency responsible for administration and oversight of WIOA, will provide guidance, technical assistance, and facilitation as needed to local WDBs, chief elected officials, and partners in determining equitable and stable methods of funding the infrastructure costs.

IV. Definitions

Cap on required contributions: The maximum dollar amount a local partner is mandated to contribute under the state infrastructure funding mechanism. Each partner's maximum cap is defined in section 121(h)(2)(D)(ii) of WIOA as a specific percentage of the partner's annual federal funding for workforce programs (i.e., education, employment, and training activities delivered using that funding.)

Infrastructure funding: Contributions to pay for nonpersonnel costs necessary to operate an OhioMeansJobs Center, including rent, utilities, maintenance, supplies, equipment, technology to facilitate access, and outreach activities.

Local Memorandum of Understanding (MOU): The agreement resulting from negotiations at the local level that describes the roles and responsibilities of the local WDB and local partners in the operation of the OhioMeansJobs Centers and participation in the local workforce development system. The MOU lists each local partner's proportionate share of infrastructure costs and the costs for shared services as well as other locally negotiated terms.

Non-required partner: An entity voluntarily participating in the local OhioMeansJobs Center system that is not carrying out any of the programs or activities that would mandate such participation under WIOA.

Participating area: A local workforce development area subject to the state infrastructure funding mechanism during a given program year; or an area in which the partners failed to complete the local MOU negotiation process for one or more OhioMeansJobs Centers in the area.

Partner: The collective term to reference both required and non-required partners.

Requested contribution: The aggregate annual state infrastructure costs allocable to a required partner based on the MOU budgets from all participating areas where the partner has a presence; or a partner's actual cost and benefit received from OhioMeansJobs Center participation within the areas participating in the state infrastructure funding methodology.

Required partner: An entity carrying out programs or activities listed in WIOA section 121(b)(1)(B) which mandates participation in the local OhioMeansJobs Center delivery system.

V. Requirements

A. Methods for Determining Infrastructure Costs

Section 121 (h) of WIOA provides two options for determining the partners' proportionate share of infrastructure costs for certified OhioMeansJobs centers located in the workforce development area:

Method 1: Local Funding Mechanism - A local funding methodology is agreed upon by the local board, chief elected official(s), and partners as defined in the local MOU.

Prior to the beginning of each program year, the partners in each local workforce development area will participate in a negotiation process to determine how to fund the costs of the area's certified OhioMeansJobs Center(s) in the upcoming program year. ODJFS will provide guidance and technical assistance to the partners to facilitate the MOU negotiation process. The MOU describing the locally-defined funding method and total costs signed by the partners, WDB, and chief elected official(s), must be submitted to the state workforce agency by May 31st for the subsequent program year beginning on July 1st.

Method 2: State Infrastructure Funding Mechanism - If no consensus agreement is reached using the local infrastructure funding method, the state infrastructure funding mechanism will be implemented.

When ODJFS receives notice from WDB that it, the chief elected official(s), and area partners are unable to reach consensus on the funding of infrastructure costs, ODJFS, in consultation with state-level partner agencies, will provide local mediation and negotiation assistance to help the area reach consensus under the local infrastructure mechanism. If consensus still cannot be reached, the state infrastructure funding mechanism will be implemented.

Areas that have not submitted a signed MOU for the upcoming state fiscal year (beginning July 1st) by May 31st, or have not notified ODJFS that consensus has been reached on funding the OhioMeansJobs Center costs by May 31st, will be considered to have failed the local infrastructure mechanism. These areas will be subject to the state infrastructure funding mechanism.

B. State Infrastructure Funding Formula

For each local workforce development area subject to the state infrastructure funding mechanism, ODJFS will calculate the total amount payable by each required partner in a participating area, using the following methodology:

1. **Identification of negotiated infrastructure costs:** ODJFS will identify the infrastructure costs and each partner's share of those costs from the most recent MOU successfully negotiated by the partners in the participating area.
2. **Infrastructure cost adjustments:** The budget associated with the most recent MOU will be adjusted as described below:
 - A. Personnel costs within the MOU budget will be subtracted from the total cost to be requested from the partners.
 - B. Costs charged to non-required partners and Native American programs will be subtracted from the total amount to be requested from the remaining partners.
 - C. Alternative funding that would defray the costs to partners will be subtracted from the total to be requested from the partners.
 - D. Infrastructure costs may be increased by up to three percent over the most recent MOU budget for each consecutive year the area participates in state infrastructure funding if such cost increases are supported by documentation.

3. **Partner funding requests:** Each required partner will be notified of its aggregate costs in all participating areas in which the partner has a presence. Each partner must notify ODJFS if the requested amount exceeds the cap on required contributions listed in section 121 (h)(2)(D)(ii) of WIOA.
4. **Calculation of allocations:** If any required partner's cap is exceeded and the partner will not voluntarily contribute the requested contribution, the state infrastructure allocations for all participating areas in which that partner has a presence will be reduced proportionately until the total allocations to the participating areas do not exceed the contributions from the required partners. ODJFS will notify each participating area of its final calculated annual state infrastructure funding allocation.

Attachment 1 to this policy - State Infrastructure Funding Methodology - contains more details about the above steps.

C. Allocation Process

Each participating area will receive quarterly allocations for OhioMeansJobs center infrastructure costs. To fund these awards, ODJFS will collect required contributions from each partner with a presence in participating areas at the beginning of each calendar quarter by invoicing the required partners for one-fourth of the partner's annual contribution. Once the funds are collected from the partners, the contribution from each partner will be divided among the participating areas according to the formula for state infrastructure funding, aggregated with the other required partner contributions to that participating area, and issued as a single allocation to the area's WIOA fiscal agent.

Participating areas may draw the allocated state infrastructure funds to pay for actual costs of OhioMeansJobs center operations for line items of expense identified by ODJFS as infrastructure costs in the most recently negotiated MOU. Actual costs must be reported against the allocations using financial system codes established by ODJFS. Participating areas must maintain records documenting their actual costs paid with state infrastructure funding dollars in accordance with the records retention schedule identified in the WIOA subgrant agreement. ODJFS will conduct monitoring to ensure costs are allowable and properly documented.

D. Completion of MOU Negotiation

Implementation of the state infrastructure funding mechanism does not relieve the WDB or partners from the responsibility to negotiate for other required aspects of the local MOU including provision of shared career services, common costs such as costs of intake, assessment, and appraisal of basic service needs, and methods of referral. Personnel costs are excluded from the state infrastructure funding calculation and will need to be negotiated separately among the partners and included along with the state infrastructure funding in the MOU budget.

If the state infrastructure funding allocation amount from a required partner will be less than the infrastructure costs originally budgeted in the MOU for a participating area, partners will be directed to reenter negotiations to resolve the shortage in a manner that is consistent with the laws and regulations that authorize each partner's program. Participating areas must submit a completed MOU signed by all parties and

containing all required elements including the resource sharing budget reflecting each partner's contribution under state infrastructure funding and any additional contributions by June 30th. Delaying the submission of the MOU may delay the issuance of the state infrastructure funding allocation.

E. Coordination of State Agency Required Partners

At the beginning of each biennium, the state agencies responsible for administration and oversight of required partner programs listed in section 121 (b)(1)(B) of WIOA (state partners) will execute an interagency agreement in which the state partners will ensure that program funds in an amount not to exceed the cap listed in section 121 (h)(2)(D)(ii) of WIOA will be available to pay required contributions in the event that the state infrastructure mechanism has to be implemented for one or more local workforce development areas. If the infrastructure funding mechanism is implemented in any local area, ODJFS will enter into a similar agreement at that time with any required partner receiving its funds directly from a federal agency rather than through a state agency pass-through.

If the infrastructure funding mechanism is implemented in any area, ODJFS will provide state partners with a list of all areas that successfully negotiated MOUs and those that will be subject to the state infrastructure funding mechanism along with the amounts of required contributions needed from each partner for each participating area.

F. Partner Appeals

Partners may appeal the determination of state infrastructure funding contributions on the basis that such determination is inconsistent with this policy or with any part of section 121(h) of WIOA. The appeals process is as follows:

- Within 21 calendar days from the date of receipt of the notice of state infrastructure funding determination, the partner(s) may file an appeal to the State in writing that clearly describes the reason(s) the partner is disputing the required contribution amount calculated under the state infrastructure funding mechanism.
- The State will review the request for appeal.
- The State will notify the partner of its actions in writing within 30 calendar days upon receipt of the appeal.

The flowchart in Attachment 2 illustrates the state infrastructure funding process graphically.

VI. Monitoring

Through the state's monitoring system, program monitors and auditors will review the area's MOU negotiation process during the annual onsite monitoring review for compliance with federal and state laws and regulations. Any issues will be handled through the state's monitoring resolution process.

VII. Technical Assistance

For technical assistance, you may send your request to the Office of Workforce Development: OWDGRANTS@jfs.ohio.gov.

VIII. References

Workforce Innovation and Opportunity Act, § 121, Public Law 113-128.

20 C.F.R. §§ 678.700 thru 678.760.

2 C.F.R. Parts 200 and 2900.

Attachments

Attachment 1: State Infrastructure Funding Methodology

Attachment 2: State Infrastructure Funding Process Flow

Attachment E-1

Attachment 1: State Infrastructure Funding Methodology

This methodology details the state infrastructure funding formula process summarized in the state policy on infrastructure funding for local workforce development areas that fail to reach a consensus with required partners on funding the infrastructure costs for the operation of OhioMeansJobs Centers. In June of each year, ODJFS, as the state workforce agency, will calculate the amount of infrastructure costs payable by each required partner through the state infrastructure funding mechanism as follows:

1. Identification of negotiated infrastructure costs

For each area subject to the state infrastructure funding mechanism (participating area), ODJFS will identify the infrastructure costs and each required partner's share of those costs from the most recent MOU that was successfully negotiated by the local workforce development boards (WDBs) and partners. This amount will serve as the base for how much will be allocated to the area, subject to adjustments identified below.

If the OhioMeansJobs Centers contained within a local area changes in the subsequent program year due to designation or re-designation of the area, the area's infrastructure costs and partner shares for the upcoming program year will be calculated by summing the most recently negotiated MOU costs in total and by partner for those OhioMeansJobs Center(s) that will be included in the area following designation or re-designation.

If an area wishes to increase infrastructure funding for its OhioMeansJobs Centers, such as by adding additional centers, enhancing service delivery at greater expense, or expanding facility square footage, the area will need to complete a local MOU negotiation with a budget agreed upon by the partners in order to implement such cost increases.

2. Infrastructure cost adjustments

The total infrastructure costs and partner shares identified in the previous step for each OhioMeansJobs Center in each participating area will be adjusted as follows:

- A. Costs of personnel, which are normally identified within the One-Stop Management Cost Pool in the MOU budget, will be subtracted from the state infrastructure funding to be requested from the partners. Personnel costs are not included in state infrastructure funding calculations and therefore must be negotiated separately and collected from partners using local invoicing processes.
- B. Costs charged to non-required partners and Native American programs will be subtracted from the total amount to be requested from remaining partners. Any partner that is providing services through the

OhioMeansJobs centers and therefore receiving a benefit from use of the centers must pay its proportionate share of infrastructure costs. Participating areas must collect payments from non-required partners and Native American programs using local invoicing processes. These contributions will be considered contributions beyond the funding amount allocated to the participating area as state infrastructure funding.

Any new required partners that did not participate in the most recent MOU identified above will be treated as non-required partners and excluded from the state infrastructure funding process until after the participating area successfully completes a local MOU negotiation to include the new partners. Participating areas should collect infrastructure costs from excluded new partners using local invoicing processes.

- C. By May 31st, the area shall notify ODJFS of any new alternative funding it plans to use to cover costs of its OhioMeansJobs Centers in the upcoming program year, such as contributions from a county general fund, non-federal funds, philanthropic organizations, fees or donations from private entities, or other financing options meant to defray partner infrastructure costs. ODJFS will reduce each required partner's share of the participating area's infrastructure costs proportionately by the total alternative funding the participating area plans to expend.
- D. For each year that the area participates in state infrastructure funding, the area may request an increase in allocation amount (and in each partner's calculated share) of up to three percent over the most recently negotiated MOU cost. The request for an increase in infrastructure funding must be submitted to the state workforce agency by May 31st for the upcoming state fiscal year and must include documentation of actual annual costs in excess of the current infrastructure funding. If the increase in state infrastructure funding causes any required partner to exceed its cap on required contributions, the partner will not be required to pay more than its statutory cap. The state workforce agency will review the area's request and notify the area of approval or denial of the cost increase amount.

3. Partner funding requests

If one or more local areas failed to complete the local MOU negotiation process, ODJFS will provide written notice to partners having a presence in the participating area(s) that the state will collect the partners' shares of infrastructure funding in the upcoming state fiscal year and will include each partner's required contribution in the notice.

Each required partner's cap on required contributions is defined in section 121(h)(2)(D)(ii) of WIOA as a specified percentage of the partner's workforce development funding used for education, employment, and training activities

(which may be less than the total federal funding received for the program.)
The maximum caps pertaining to each program are:

- For the WIOA youth, adult, or dislocated worker programs, no more than 3 percent of Federal funds provided to carry out the program.
- For the Wagner-Peyser Act, no more than 3 percent.
- For vocational rehabilitation programs funded under the Rehabilitation Act, no more than 0.75 percent of Federal funds provided in State Fiscal Year (SFY) 2016; 1.0 percent in SFY 2017; 1.25 percent in SFY 2018; and 1.5 percent thereafter.
- For other required partners, no more than 1.5 percent of Federal funds provided to carry out the education or employment and training program in the fiscal year.

If the required contribution exceeds a partner's cap, the partner must notify ODJFS within 30 days that its cap is exceeded. The partner must also provide federal award letters or other documentation verifying its current funding for workforce development activities funded from any programs listed in section 121(b)(1)(B) of WIOA that are administered by the partner. A partner may opt to contribute more than its cap on required contributions and, if this is the case, must notify the ODJFS of the dollar amount in excess of the cap that it will contribute.

ODJFS will also execute agreements with all required partners that have a presence in the participating area(s) other than Native American programs. For local partner programs administered by a state agency, ODJFS will execute an interagency agreement with the state agency, which will represent all local partners. If the infrastructure funding mechanism is implemented in an area, ODJFS will execute agreements with required local partners that receive funding directly from a federal agency or that are not under state-level oversight. The agreements will ensure that required partners will have funding available and will pay their required contributions if ODJFS must implement the state infrastructure funding mechanism for a local area.

Required partners participating in state infrastructure funding will be invoiced quarterly for one-fourth of the annual required contribution calculated for infrastructure costs. For most partners, other than those noted as exceptions in section 121(h)(2)(D)(i)(II) of WIOA, contributions made to state infrastructure funding must be provided only from the funds available for costs of administration under the program and shall be subject to any programmatic limitations on administrative expenditures.

4. Calculation of allocations

If a partner verifies that its cap on required contributions (plus any voluntary contribution) is less than the requested contribution, partners in each participating area will be directed to reenter negotiations to resolve the shortage in a manner that is consistent with the federal laws and regulations that authorize each partner's program.

The state infrastructure funding allocated to each participating area will be reduced proportionately to not exceed the partner's cap (plus voluntary contribution). Each affected area's reduction in state infrastructure funding will equal the total requested contribution in excess of the partner's cap (or cap plus voluntary donation) times the ratio of the area's requested contribution from that partner to the partner's total requested contribution.

For example, if the contribution requested from a partner exceeds the partner's cap plus voluntary donation by \$10,000.00 and a given area's requested infrastructure funding from the partner equals 30 percent of that partner's total requested contribution for all areas participating in state infrastructure funding, the example area's infrastructure funding will be reduced by 30 percent of \$10,000.00, or by \$3,000.00.

In short, the amount to be allocated to each area under this methodology will equal:

- The sum total of infrastructure costs negotiated by the partners in the most recent MOU for the OhioMeansJobs Centers to be included in the participating area in the upcoming year;
- Less the amount of any personnel costs listed in the most recent MOU (which must be negotiated separately and collected locally);
- Less costs attributed to non-required partners or Native American programs (which must be collected locally);
- Less planned alternative funding sources that will be used to defray partner costs;
- Plus an increase of up to 3 percent for each consecutive year the area participates in state infrastructure funding (if justified by actual cost data);
- Less the proportionate reductions in funding for any required partners whose requested contributions exceeded the cap on required contributions (plus voluntary donation, if any);
- Less any contributions that ODJFS is unable to collect from partners;
- Less the WIOA formula funds in support of local infrastructure funding which are already allocated to the area.

Resolution

Number 23-0797

Adopted Date June 20, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE AREA 12/WORKFORCE DEVELOPMENT SYSTEM MEMORANDUM OF UNDERSTANDING

WHEREAS, to meet the requirements of the Ohio Department of Job and Family Services, a Memorandum of Understanding (MOU) is required between all OhioMeansJobs partners, in accordance with the Federal Workforce Innovation and Opportunity Act of 2014; and

WHEREAS, said MOU will be effective July 1, 2023, to June 30, 2025; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Memorandum of Understanding for the Area 12 Workforce Development System, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Butler County
c/a – Clermont County
Workforce Development Board (file)
Executive Director, BCW/Workforce

Memorandum of Understanding for Local Workforce Area 12 Workforce Development System

Integrated service delivery is the cornerstone of the local workforce development system, through which workforce development, educational, and other human resource services are made available to individuals and employers at the OhioMeansJobs centers. The Workforce Innovation and Opportunity Act (WIOA) requires management of the local workforce development system to be shared among states, local workforce development boards, core Workforce Innovation and Opportunity Act (WIOA) programs, required partners, additional partners, and OhioMeansJobs center operators.

This Memorandum of Understanding (MOU), executed in accordance with WIOA Section 121, documents the roles, responsibilities, and funding commitments as negotiated and mutually agreed upon by all parties for the operation and funding of the local workforce development system and the OhioMeansJobs center(s) in the local workforce area (LWA). All parties agree to execute this MOU in good faith and expressly understand that it is not a legally enforceable agreement.

Parties

The LWA representatives include: BCW|Workforce, which is the local workforce development board (LWDB), Butler County Commissioner Donald Dixon, Clermont County Commissioner David Painter, Warren County Commissioner Shannon Jones, which are the local workforce area Chief Elected Officials (CEOs), and the Warren County Board of Commissioners, which are the fiscal agent for purposes of this MOU. The required and additional partners that are parties to this MOU are identified below and referred to collectively as "partners".

Required Partners – Per WIOA Section 121(b)(1)(B)

WIOA Title I Adult and Dislocated Worker (Section 131)
OhioMeansJobs | Butler Clermont Warren

WIOA Title I Youth (Section 126)
Easterseals

WIOA Title III Wagner-Peyser Act (29 USC 49)
Ohio Department of Job and Family Services

Jobs for Veterans Act (38 USC 41)
Disabled Veterans' Outreach Program (DVOP) and Local Veterans' Employment Representatives (LVER)
Ohio Department of Job and Family Services

Trade Act Title II, Chapter 2
Trade Adjustment Assistance (TAA) (19 USC 2317) and North American Free Trade Agreement (NAFTA) (19 USC 2271)
Ohio Department of Job and Family Services

Unemployment Insurance (UI) (5 USC 85)
Ohio Department of Job and Family Services

WIOA Title II Adult Education and Literacy (Section 206)
Butler County - Educational Services Center (Aspire)
Clermont County – SSCC Adult Opportunity Center
Warren County - Warren County Career Technical Center (Aspire)

Rehabilitation Act, Title I (29 USC 720 et seq)
Vocational Rehabilitation
Opportunities for Ohioans with Disabilities (OOD)

Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
Postsecondary Vocational Education
[Butler County – Butler County Technical Career Training Center
Warren County – Warren County Career Center

Older Americans Act Title V (42 USC 3056)
Senior Community Service Employment Program (SCSEP)
Butler County – Vantage
Clermont County – Vantage
Warren County - AARP Foundation

Social Security Act Title IV-A (42 USC 601, Subject to Subparagraph (C))
Temporary Assistance to Needy Families (TANF)
Butler County - Butler County Department of Job and Family Services
Clermont County - Clermont County Department of Job and Family Services
Warren County - Warren County Department of Job and Family Services Human Services Division

Community Services Block Grant Employment & Training Programs (42 USC 9901 et seq)
Butler County - Support to Encourage Low Income Families (SELF)
Warren County – Warren County Community Services

Department of Housing and Urban Development (HUD) – Employment and Training Programs
Community Development Professionals

WIOA Title I Migrant and Seasonal Farm Worker Programs (Section 167)
N/A

WIOA Title I Native American Programs (Section 166)
N/A

Second Chance Act Programs (34 USC Chapter 605)
N/A

WIOA Title I Job Corps (Section 141)
Job Corps/Insights Training Group, LLC

WIOA Title I Youthbuild (Section 171)
N/A

Reemployment Services and Eligibility Assessment (RESEA) (42 USC 506)
JobWorks

Additional Partners – WIOA Section 121(b)(2)

Clermont - Greater Cincinnati Behavioral Health (GCBH)

The Ohio Department of Job & Family Services (ODJFS) through the Office of Workforce Development (OWD) is recognized by the United States Department of Labor (DOL) as the State Workforce Agency responsible for administration and oversight of Ohio's workforce development systems. ODJFS/OWD serves a dual role in that it is also a partner responsible for delivery of Wagner-Peyser/Employment Services, Jobs for Veterans Services Grants programs, Unemployment Insurance Programs, and Trade Adjustment Assistance Programs.

Definitions

- A. **Additional Partner:** An entity that carries out a workforce development program not identified as required under WIOA that is approved by the LWDB and the CEOs to be included as a partner in the local workforce development system. WIOA Section 121 (b)(2) outlines the entities that may serve as additional partners.
- B. **Affiliate Center:** A site that makes available one or more of the required or optional programs, services, and activities to job seekers and employers in a LWA.

- C. **Career Services:** Services that must be provided through the local workforce development system as authorized under each partner's program. Services are listed and defined in Attachment A to this MOU.
- D. **Chief Elected Officials:** When used in reference to a LWA, the chief elected executive officers of the units of general local government in a LWA. The CEOs are responsible for the selection of the LWDB members, the development of by-laws for LWDB structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).
- E. **Common Costs:** Per WIOA Section 121(i), is the costs shared by partner programs that may include costs for basic career services, such as initial intake, assessment of needs, basic skills assessment, identification of appropriate services, referrals by one partner to another partner's program, and other similar services that may be chargeable to more than one program. Common costs and methodologies for cost sharing are included in the cost-sharing portion of this MOU.
- F. **Comprehensive Center:** A physical site where services and activities under all required programs are made available to local job seekers and employers.
- G. **Cost Allocation:** Measurement of actual costs in relation to the benefit received to determine each partner's proportionate share of local workforce development system operating costs.
- H. **Fiscal Agent:** An entity appointed by CEOs to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development programs activities in the LWA.
- I. **Individuals with Barriers to Employment:** Defined in WIOA Section 3(24) as member of one or more of the following populations:
- Displaced homemakers.
 - Low-income individuals.
 - Indians, Alaska Natives, Native Hawaiians.
 - Individuals with disabilities (including youth).
 - Older individuals.
 - Ex-offenders.
 - Homeless individuals.
 - Youth that are in, or have aged out of, the foster care system.
 - Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
 - Eligible migrant and seasonal farmworkers.
 - Individuals within two years of exhausting lifetime eligibility under Title IV of the Social Security Act.
 - Single parents—including single pregnant women.
 - Long-term unemployed individuals.
- J. **Infrastructure Costs:** Per WIOA Section 121(h)(4), the costs necessary for the general operation of OhioMeansJobs (aka "One-Stop") centers to be shared by a LWA and partners. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), technology to facilitate access to the center, and may include planning and outreach activities.
- K. **Local Workforce Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.

- L. **Local Workforce Development Board (LWDB):** The board appointed by a LWA's CEO(s) to be certified by the Governor or designee per WIOA Section 107. The LWDB is responsible for administration and oversight of the local workforce development system in agreement with the CEO(s) and in collaboration with required and additional partners.
- M. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which career services; employment and training programs and activities; partner programs and activities; related support; and specialized services are made available to workers and employers in a LWA.
- N. **OhioMeansJobs:** The common identifier or brand for the Ohio workforce development system. ORC Section 6301.08 requires all local workforce areas to use this common identifier. Per WIOA Section 121(e)(4), and Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) 16-07, the OhioMeansJobs logo and brand must be used in conjunction with the Department of Labor's logo with the tagline "a proud partner of the American Job Center network".
- O. **OhioMeansJobs Center:** Referred to in WIOA as "One-Stop" centers, it is the term used collectively under the Ohio workforce system brand, "OhioMeansJobs" for the comprehensive, affiliate, and specialized centers that operate in a LWA and make WIOA programs, services, and activities available to job seekers and employers.
- P. **OhioMeansJobs Center Operator:** One or more entities competitively selected in accordance with WIOA Section 121(d) to operate an OhioMeansJobs center and to coordinate OhioMeansJobs service delivery in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.
- Q. **Proportionate Share:** The portion of local workforce development system operating costs to be contributed by each partner in proportion to the benefits the partner's program receives from participation in the local workforce development system.
- R. **Required Partner:** An entity that carries out one or more of the programs or activities identified in WIOA Section 121(b)(1) that must be made available through the local workforce development system.
- S. **Resource Sharing:** The cash and/or resources each partner will contribute to fund its proportionate share of costs for operation of the local workforce development system.
- T. **Shared Services:** For purposes of this MOU, it is a shared function or activity that benefits more than one partner program. Partners contribute staff time rather than cash or other resources to fund their proportionate share of these types of costs.
- U. **Specialized Center:** A site in a LWA that provides services to address specific needs, including those of dislocated workers, youth, or key industry sectors/clusters, and includes a process to make referrals to the comprehensive and affiliate OhioMeansJobs centers.
- V. **State Infrastructure Funding Mechanism:** The formula that will be implemented by the state to calculate required partners' proportionate shares of infrastructure costs when consensus agreement cannot be reached among a LWDB and required partners in a LWA. The method is described in Article VI of this MOU.
- W. **Training Services:** Persons deemed unable to obtain or retain employment through career services are eligible to receive training services, which include, but are not limited to: occupational skills training, on-the-job training, programs that combine workplace training with related instructions, private-sector training programs, skills upgrades, entrepreneurial training, job-

readiness training, adult education and literacy activities in combination with a training program, or customized training.

- X. **WIOA:** The Workforce Innovation and Opportunity Act of 2014, which supersedes the Workforce Investment Act of 1998 (WIA) and serves to align and continuously improve workforce, education, and economic development systems and more effectively address the employment and skill needs of workers, jobseekers, and employers.

Article I: Local Workforce Development System Description

- A. **Overview & General Description:** The local workforce development system includes Butler, Clermont and Warren counties, 1 Comprehensive OhioMeansJobs center(s), 2 Affiliate centers, and no Specialized centers as identified in the table below.

Local Workforce Area OhioMeansJobs Centers				
Center Code	OhioMeansJobs Center Name	Address	Counties Served	Hours of Operation
1	OhioMeansJobs Butler County (Comprehensive)	4631 Dixie Highway Fairfield, OH 45014	Butler	8 AM to 4:30 PM (Resource Room closes at 4 PM)
2.	OhioMeansJobs Clermont County (Affiliate)	2400 Clermont Center Dr. Batavia, OH 45103	Clermont	8 AM to 4:30 PM
3.	OhioMeansJobs Warren County (Affiliate)	300 East Silver Street Lebanon, Ohio 45036	Warren	8 AM to 5 PM Resource Room 8:30 AM to 4:30 PM

B. Administrative Structure

1. Chief Elected Officials (CEOs): Donald Dixon, Butler County Commissioner, 315 High St, Hamilton, Ohio 45011; David Painter, Clermont County Commissioner, 101 East Main St, Batavia, Ohio 45103; Shannon Jones, Warren County Commissioner, 406 Justice Dr, Lebanon, Ohio 45036. The CEOs are responsible for the selection of the LWDB members, the development of by-laws for LWDB structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).
2. Local Workforce Development LWDB (LWDB): Workforce Development Board – Butler | Clermont | Warren (WDBBCW): 406 Justice Drive, Suite 301, Lebanon, Ohio 45036.
3. Fiscal Agent: Warren County Board of Commissioners: 406 Justice Drive, Lebanon, Ohio 45036. The Warren County Board of Commissioners contract the Fiscal Agent responsibilities to Salvatore Consiglio, CPA, Inc.
4. Comprehensive OhioMeansJobs Center Operator(s): OhioMeansJobs | Butler is the comprehensive center (Location Code 1). For purposes of this MOU, the Operator is the party responsible for tracking shared local workforce development system costs, collection of partners’ financial data and documentation needed for reconciliation, completion of reconciliations, adjusting budgets to actual costs, invoicing, and collecting payments from partners, and distributing adjusted budgets to partners in accordance with this MOU.
5. Affiliate OhioMeansJobs Center Operator: The affiliate centers are OhioMeansJobs | Clermont (location code 2) and OhioMeansJobs | Warren (location code 3). For purposes of

this MOU, the Operator is the party responsible for tracking shared local workforce development system costs, collection of partners' financial data and documentation needed for reconciliation, completion of reconciliations, adjusting budgets to actual costs, invoicing, and collecting payments from partners, and distributing adjusted budgets to partners in accordance with this MOU.

6. Specialized OhioMeansJobs Center Operator: N/A

Article II: Agreement Period

- A. This MOU will be in effect from July 1, 2023, until June 30, 2025, unless an extension is granted per Section B of this Article.
- B. This MOU will be renewed at the end of the MOU period identified in Section A of this Article, above. The parties agree to review the information in this MOU, note any necessary changes, and enter into good faith negotiations for the renewal MOU that will be effective July 1, 2025.

Article III: Partner Responsibilities

WIOA identifies the following minimum responsibilities for required partners in each local workforce development system. For consistency, each partner, including each additional partner, will assume the responsibilities identified below, unless otherwise specified in this Article.

- A. Provide access to partner programs and activities through the local workforce development system.
- B. Use a portion of funds made available for partner program and activities to provide career services through the local workforce development system and to maintain the local workforce development system, including costs for infrastructure, in accordance with Article VI of this MOU.
- C. Continue as a party to this MOU and enter into renewal MOUs for as long as participating as a partner in the local workforce development system.
- D. Participate in the operation of the local workforce development system consistent with the terms of this MOU, the federal laws that authorize partners program or activities, and all applicable state and local laws.
- E. Collaborate with the LWDB to establish a local priority of service policy and will ensure priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
- F. Ensure the programmatic accessibility of facilities, programs, services, technology, and materials to individuals with disabilities per WIOA Section 188.
- G. Notify the LWDB and OWD of any changes to the rules governing partner's program that impact the partner's performance and/or proportionate share under this MOU. The LWDB will communicate the changes to the CEOs, Fiscal Agent, OhioMeansJobs center operators, and other partners and will initiate the process to amend this MOU if necessary.
- H. Ensure staff members assigned OhioMeansJobs centers comply with policies and procedures at those locations. Should a conflict exist between the OhioMeansJobs personnel policies and a partner's personnel policies, the more restrictive policy will prevail.
- I. Cooperate with efforts to implement the use of an integrated, technology-based intake and case management information system as required under WIOA.

- J. Participate and cooperate in data collection and reporting and other activities to track and evaluate performance of the local workforce development system using state and local performance accountability measures.

Article IV: Coordination of Programs, Services, & Activities

All parties acknowledge that cooperation among the partners is key to successful service delivery through the local workforce development system, including cooperation among all partner staff assigned to work in the OhioMeansJobs center(s). The parties further acknowledge that although the OhioMeansJobs center operator will make best efforts to maintain cooperation among all partner staff, each party has the responsibility to communicate to their staff the expectation for each to be courteous and professional in their interactions with customers and with other partners' staff.

- A. **Shared Service Delivery**– Services are defined in the Career Services document, included as Attachment A to this MOU. Workflow diagram(s) are included as Attachment B to this MOU. Both Attachments A and B are hereby incorporated. All parties agree that services will be shared among the partners as described in Attachment A and will ensure staff functions or shared services will be covered in the event of staff leave or call off.
- B. **Accessibility** – The partners will implement the strategies described in Attachment A to ensure that access to services provided through the local workforce development system effectively meets the needs of workers, youth, and individuals with barriers to employment—including individuals with disabilities.
- C. **Co-Enrollment (Optional)** – To maximize resources and to ensure OMJ Center customers receive the full array of services for which they are eligible, the parties will establish criteria to determine when customers are eligible for more than one partner program. The partners with co-enrolled customers will develop an integrated service delivery plan for each customer. Each plan will describe how/if costs will be shared. Co-enrollment eligibility criteria are included in Attachment A to this MOU.

Article V: Methods of Referral

The parties agree that referral of individuals between the OhioMeansJobs center operator(s) and the partners for the services and activities described in Article IV, Attachment A, between the OhioMeansJobs center operator(s) and partner programs will be made as follows:

- A.
 - 1. Electronic referral
 - 2. Sharing of needs assessment and basic registration information, provided customer has signed a release of information statement
 - 3. Direct referral to on-site partner (phone or in person)
 - 4. Written documentation (referral form)

Article VI: Cost Sharing/Infrastructure Funding

Each partner agrees to pay its allocable share of infrastructure and additional costs in proportion to use and the benefit received as negotiated and described herein. All parties agree to use FTE (Full Time Employee) and square feet as the allocation method to determine each partner's proportionate share of costs.

A. **Identification of Shared Costs** – The parties agree that the costs listed below are beneficial to more than one partner program and therefore must be shared by the partners in proportion to the benefit received or use by each partner program.

1. **Infrastructure** – Shared non-personnel costs necessary for the general operation of the OhioMeansJobs Centers.

Shared Cost Items - Infrastructure		
Cost	Description/Function	Benefit to Partners
Rent	#1 – 19708 sq. ft. of office space, conference rooms, youth and adult resource rooms, computer lab, storage rooms, restrooms, employer services #2- Includes 6000 square feet @ \$8.34 per sq. ft. #3- 1589 sq. ft. of Resource Room, lab and office space @ \$10 sq. ft.	Accessible and usable space to meet participants and refer to services; partner usage for daily duties, functions and services to customers; free parking in lighted lot with snow and ice removal
Utilities	#1-Gas, electric, trash removal, etc. #2#2 Additional cost added under cost sharing agreement #3-Gas, electric (covered under Building Use Fee)	Ability for have functional office space and have facilities able to have public access
Maintenance	#1Janitorial services, accessibility to county maintenance staff. #2- Included in cost of lease/rent #3-Janitorial service, basic upkeep and facility repair (covered under Building Use Fee)	Ability for have functional office space and have facilities able to have public access; daily cleaning service for workspace as well as common space
Equipment	#1 (2) Copiers, (2) Fax Machines, (2) ADA and (18) Public Access PC Workstations, (2) Scan Stations, (12) Training P.C's, (4) Check in Kiosk's,(3) Public Printers #2- Copier, fax machine, - public access PC's, 3 printers #3-Copier, fax machine, 20- public access PC's, 3 printers	Give partners and customers ability to have reasonable functionality on job search and information access.
Supplies	#1, #2, #3- Resume and copy paper, toner, pens, pencils memo pads, paper clips, flash drives, and other assorted office supplies.	The ability to have participants scan, fax, print, develop professional resumes, and for staff to maintain day to day operations
Communication	#1 Service contracts to assure dependable office equipment operations such as phone services, internet provider, email accessibility, (3) public phone banks, (1) lobby guest phone, (6) conference room phones, (24) partner phones at office or cube work area. Also, the daily use of social media such as Facebook and Instagram #2- 1 phone line in resource room, 1 TAA 2 lines at front to receive partner calls – and 1 fax line: postage meter for mail communication #3- 4 phone lines (1 resource room, main phone line, 2 office space phones for partner –one regular and one TAA- or employer use) and 1 fax line; postage for mail communication	The ability to maintain open communications; for employers to use the space for interviewing and for participants to have the ability to contact employers, set up interviews or to contact ODJFS Unemployment
Assessment Software/System	#1, #2, #3 -Access to TABE testing and to multiple practice tests through	Ability to assist customers in determining appropriate career paths

	connectivity to partner services and OhioMeansJobs.com	
Website Maintenance	<p>BCW Workforce maintains a website featuring all partners and programs. Each county also maintains a website specific to their location as well.</p> <p>#1 Butler County OMJ Website is supported and maintained by Butler County IT staff. Web content is maintained through a software program called Site Manager updated daily by OMJ Business Services staff</p> <p>#2- OMJCC website is updated and maintained by county staff at no cost to partners.</p> <p>#3- OMJWC website is updated and maintained by county staff at no cost to partners; however, virus protection and internet protection software is paid by partners</p>	Partners can remain in touch with public and disseminate information on programs, job openings, or events.
Tools/Software to support accessibility	#1, #2, #3 - PCs equipped with Zoom Text and one handicapped accessible workstation	Ability to serve individuals with limited access to other resources
Assistive Technology for individuals with disabilities	<p>#1- Public access to (2) ADA Software equipped workstations in resource rooms for adults and youth, (1) with adjustable height workstation desk and (2) ergonomic adjustable secretary chairs</p> <p>#2, #3 - 1 ADA accessible workstation</p>	Ability to serve individuals with limited access to other resources

2. **Additional Costs** – Shared costs beneficial to more than one partner program that relate to the operation of the local workforce development system, including costs for the provision of career services that are not funded with staffing resources per Article IV, and other common costs that are not considered “infrastructure” costs as defined in WIOA Section 121(h).

Shared Cost Items - Additional		
Cost	Description/Function	Benefit to Partners
Workshops	#1, #2, #3 Job search and employment retention with training given in a workshop format Additional job-search classes for those with legal challenges are also provided by on-site partners.	Workshops
Media/Outreach and Advertising	<p>#1, #3 - Payment for news ads, social media ads, participation in community business expos, job fairs, hiring events, subscriptions, etc.</p> <p>#2 – Use of Clermont’s media consultant at no extra fee. Consultant assists in outreach to the press and OMJ social media platform.</p>	Media/Outreach and Advertising
#3 - Manager (.25 FTE)	#1, #2, #3- Manage and schedule staffing needs and center operations, negotiate with partners; proper opening/closing and daily operations of facility.	#3 - Manager (.25 FTE)
#3 - Fiscal staff (.125 FTE)	#1, #2, #3- Track expenses, accounts/receivable/payable, and reconcile partner share	#3 - Fiscal staff (.125 FTE)

#3 - Receptionist/Data entry (.25 FTE	#1, #3 - Greet guests coming into center, direct to appropriate partner, take phone calls, perform data entry; perform data entry for mandatory WIOA reporting databases. 2- WIOA funded staff greet and direct all public to kiosk for registration and arranges for an OMJ introduction and tour.	#3 - Receptionist/Data entry (.25 FTE
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Local Fiscal Agents will use the County Finance Information System (CFIS) and to enter the budget details and calculate partners' allocable shares of costs under this MOU. CFIS report CT-611 captures all shared costs under this MOU by cost category and partners' shares. The CT-611 will be incorporated as Attachment C, Budget, to this MOU. A copy of the CT-611 Budget will be included when this MOU is distributed for review and signature.

B. Reconciliation

All parties agree that a quarterly reconciliation of budgeted to actual costs will be completed in accordance with the following process to ensure compliance with federal Uniform Guidance and Cost Principles. Cost allocations and reconciliations will be calculated and documented in the CT-611 Budget. Quarterly adjustments to the budget as a result of reconciliation will not require an amendment to this MOU.

1. Upon receipt of cost information and documentation of the actual costs for the quarter, the Fiscal Agent or designee will compare budgeted costs to actuals and will apply agreed upon allocation methods to determine the actual costs allocable to each partner.
2. The Fiscal Agent or designee will update the budget in CFIS to reflect cost adjustments and will prepare an invoice for each partner with the actual costs allocable to each partner for the quarter.
3. Fiscal Agent, or designee, will submit the invoices to the partners and send a copy of the updated CFIS CT-611 budget to all parties no later than 45 days after the end of each quarter. The partners understand that the timeliness of preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each partner in providing Fiscal Agent or designee the necessary cost information. For partners that advance funds to the LWA, the Fiscal Agent need only send a copy of the updated budget.
4. Upon receipt of the invoice and adjusted budget, each partner will review both documents and will submit payment to the Fiscal Agent or designee no later than 30 days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For partners that advance funds to the LWA, funds for quarterly payments may be drawn down upon approval via email of the reconciled budget.
5. Partners will communicate any disputes with costs in the invoice or the adjusted budget to the Fiscal Agent, or designee, and LWDB in writing. The Fiscal Agent will review the disputed cost items and respond accordingly to the partner and LWDB within 30 days of receipt of notice of the disputed costs. When necessary, the Fiscal Agent or designee will revise the invoice and the adjusted budget upon resolution of the dispute.
6. In the event of a situation where construction, emergency repairs, outages (water, power, telephone, internet), or other unexpected situation requires the relocation of partner staff for more than 10 working days from an OhioMeansJobs Center to another site,

reconciliation will include calculations of any additional costs incurred and/or reduced costs as appropriate for the circumstances (e.g., increases due to leasing alternative space or increased insurance; reduced costs due to reduction in utilities or reduced income). Costs to partners will be adjusted in accordance with the allocation base negotiated in this MOU. Such calculations will be documented in a spreadsheet and shared with all partners.

C. State Infrastructure Funding Mechanism

1. All parties acknowledge that consensus agreement on shared infrastructure costs must be achieved by May 31 of the last year of the MOU period listed in Article II.
2. All parties further acknowledge that WIOA Section 121(h)(2) requires the State to implement a state infrastructure funding mechanism to calculate each required partner's proportionate share of infrastructure costs when consensus agreement cannot be achieved by the stated deadline.
3. When necessary, ODJFS, on behalf of the Ohio Governor, will implement the state infrastructure funding mechanism, incorporated here by reference as WIOAPL 16-06. If implemented, the state-calculated infrastructure budget with the partners' proportionate share of costs will be included in this MOU as Attachment D. The state infrastructure funding mechanism will be implemented for a period consistent with the MOU period in Article II, Section A, unless the parties reach a consensus agreement on infrastructure funding prior to the end of the MOU period.

- D. Budget** – as stated, CFIS Report CT-611, included as Attachment C, is the MOU Budget that captures the costs negotiated for this MOU and includes the cost pools, expense types, and allocated costs for each partner. Each partner agrees that it has reviewed the CT-611 Budget and confirmed that the costs included therein accurately reflect their fair share of costs prior to signing this MOU. Should any partner identify a discrepancy between negotiated shares and the CT-611 Budget, it should describe and detail the discrepancy in writing and send it to the Local Fiscal Agent and LWDB Director or designee. Any disputes over costs should follow the procedure outlined in Article X of this MOU.

Article VII: Termination/Separation

- A. MOU Termination:** This MOU will remain in effect until the end date specified in Article II, Section A, unless:

1. All parties mutually agree to terminate this MOU.
2. WIOA and the corresponding regulations are repealed; or
3. LWA designations are changed.

- B. Partner Separation** – Any non-required partner may terminate its participation as a party to this MOU upon 60 days written notice to the LWDB. In such an event:

1. LWDB will provide written notice to all remaining partners and to OWD Grants Management via the WIOA MOU email box: WIOAMOU@jfs.ohio.gov.
2. The LWDB and Fiscal Agent will review the budget to determine where adjustments can be made that will prevent an increase in the remaining partners' shared cost amounts.
3. The LWDB will amend this MOU per Article VIII. The Fiscal Agent will prepare a revised budget that will be included with the notice to amend in accordance with Article VIII, below.

4. All parties must either agree to the revised budget or elect to reconvene and negotiate a new budget within 30 days of the date the notice to amend was sent to all partners. If the consensus of the parties is to reconvene, the parties will set a meeting date mutually agreed upon to accommodate the schedules of all parties, not to exceed 90 days from the date the notice to amend was sent to all parties.

C. Effect of Termination

1. Required Partners – Each required partner understands that participation as a party to this MOU is required under WIOA Section 121(b)(1)(A)(III) and any required partner that opts to terminate its participation as a party to this MOU:
 - a. Is still obligated as a required partner to provide access to program activities and services through a direct linkage with a comprehensive OhioMeansJobs Center.
 - b. Will be subject to and will cause all other required local partners to be subject to, the state infrastructure funding mechanism.
 - c. Will be required to pay its proportionate share of infrastructure costs as determined under the state infrastructure funding mechanism.
 - d. Must be reported to OWD and, if applicable, to the state agency that administers the partner program. For required partners that get program funds directly from the DOL, the DOL will be notified.
 - e. May be subject to sanctions by the state and/or federal agency that administers the partner program.
 - f. Must make best efforts to find another entity that will fulfill the required partner role and/or will make recommendations to the LWDB and Fiscal Agent on budget adjustments or other means to defray a cost increase to the remaining partners.
 - g. Will send written notice of the intent to separate to OWD Grants Management and to the state agency that administers the partner program, as applicable, prior to submitting written notice of the separation to the LWDB. Required partners that receive funds directly from the DOL must send written notice to the DOL Grant Officer assigned to the partner in addition to OWD Grants Management.
2. Any non-required partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local workforce development system. However, referrals may be made between the terminating partner and the remaining parties as necessary to ensure customers receive all available services needed.

Article VIII: Amendment

- A. This MOU and budget may be amended upon mutual agreement of the parties as allowable under applicable federal, state and local laws. This MOU must be amended when one or more of the following occurs:
 1. The addition or removal of a partner from this MOU.

2. A change of OhioMeansJobs center operator, the administrative structure, or the physical location of an OhioMeansJobs center.
 3. A change that significantly alters negotiated terms to this MOU—including, but not limited to—changes in shared services, service delivery, referral methods, costs or cost sharing.
 4. Any other change that will impact shared costs, which does not include updates to the budget as a result of quarterly reconciliation.
- B. All parties agree that amendments involving changes with no impact on shared services, cost-sharing, or other negotiated terms need only be signed by authorized representatives of the LWDB, the CEOs, and the affected partner(s). All other amendments will require the signatures of all parties. All amendments will involve the following process:
1. The party seeking an amendment will submit a written request to the LWDB that includes:
 - a. The requesting party's name.
 - b. The reason(s) for the amendment request.
 - c. Each Article and Section of this MOU that will require revision.
 - d. The desired date for the amendment to be effective.
 - e. The signature of the requesting party's authorized representative.
 2. If the request is approved, the LWDB will notify the remaining partners of the intent to amend and will allow 30 days from the date of the notice (unless another timeframe is specified in the notice) for the remaining partners to review the requested changes and to submit a response to the LWDB. No response by a partner will be considered approval of the requested changes.
 3. Any partner with questions and/or concerns regarding the requested changes must be submitted to the LWDB in writing within the specified timeframe.
 4. The LWDB will provide a written response to the partner within 15 days of receipt of the partner's questions. The LWDB will have the discretion to share questions/concerns with other partners and/or to schedule a meeting to achieve consensus on a final amendment draft. If the consensus among partners is to reconvene to negotiate a new MOU and/or MOU Budget, the parties will reconvene in accordance with Article VII.B.4. above.
 5. The final, approved amendment draft will be signed by authorized representatives of the affected partners then submitted to the LWDB for the final signature unless it is an amendment that requires the signatures of all parties, in which case, LWDB must secure all local signatures and submit to ODJFS for final signature.
 6. The LWDB will distribute copies of the fully executed amendment to all parties and to OWD.
- C. This writing is the entire agreement among the parties with respect to each party's role and responsibilities in the local workforce development system. All parties agree that any amendments to applicable laws or regulations cited herein will result in the correlative modification of this MOU without a formal, written amendment.
- D. All parties agree to communicate details of any amendments to their respective staff members whose responsibilities may be impacted by the changes and further agree to ensure that their staff

members are referencing or utilizing the most current version of the MOU in the performance of their responsibilities.

- E. Amendments that will require the signatures of all parties must be executed no later than 90 days prior to the end of the MOU period. Amendments that require only the signatures of the LWDB, the chief elected officials, and the affected partner(s) must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

Article IX: Confidentiality

All parties acknowledge that program participant information and certain other types of information are confidential under federal and state law and that service delivery and other activities conducted by the parties' staff members under this MOU will involve the use of confidential information for more than one partner program. All parties further understand and expressly agree that this MOU does not authorize the use and/or disclosure of confidential data among partner programs.

- A. Each partner agency has the sole authority to grant access to its data and will follow the laws and regulations applicable to its data when granting such access. In most cases, a separate data-sharing agreement must be executed between partner programs before staff members of one partner program may access the confidential data of another partner program.
- B. Each party will ensure that its staff members who will deliver services through the local workforce development system and in the OhioMeansJobs Centers are informed of the requirements, restrictions, and penalties pertinent to confidential partner program data. All parties will further ensure their staff members are properly trained on the use, protection, disclosure, and disposal of any and all confidential data they will be authorized to access as well as on the procedures, outlined in Section C, below.
- C. All parties will implement the following safeguards, which are common across federal and state confidentiality laws:
 - 1. Identifying the staff members who will be authorized to access confidential data in the performance of their work under this MOU.
 - 2. Authorizing access to such staff members in a written statement to be signed by the staff member and his/her immediate supervisor that at a minimum:
 - a. Identifies each source of confidential partner program data, the partner program that owns the data, and the partner staff member who will serve as the custodian of the data;
 - b. Describes the system that contains the data, the allowable uses of the data, the procedures for safeguarding the data; and
 - c. Lists the requirements, restrictions, and the civil and criminal penalties for misuse under applicable federal and state confidentiality laws.
 - 3. Storing confidential data in an area that is physically safe from access via computer, remote terminal or any other means during duty hours, non-duty hours, or when not in use.
 - 4. Segregating each partner program's confidential data from other data.
 - 5. Applying federal encryption standards to any data that is kept in a portable format or emailed.

6. Restricting access of confidential data to only authorized employees and officials of the parties to this MOU who must access the data in the performance activities under this MOU.
 7. Processing confidential data and records created from the information under the immediate supervision and control of authorized personnel to ensure that the data will be processed and utilized in a manner that will protect the confidentiality of the information.
 8. Prohibiting disclosure of any confidential data to a third party without prior written permission from the authorized representative of the partner program responsible for the data.
 9. Limiting collection and use of any information, systems, or records that contain personal identifying data to purposes that support programs and activities under this MOU, and, when possible, de-identifying data and presenting it in aggregate form for purposes such as evaluation or reconciliation.
- C. The LWDB will allow partner representatives to make onsite inspections to ensure compliance with federal and state data-protection laws, regulations, and standards.
- D. In the event of any suspected or actual breach or violation of confidentiality laws or regulations for a particular program, the staff member who first discovers the suspected/actual breach or violation must immediately notify the LWDB, which will ensure that the custodians of the partners that own the data involved are immediately notified of the incident. The partner's data custodian will provide instruction on the actions to take under the federal and/or state laws applicable to their data.
- E. Federal and State laws and regulations regarding the use and disclosure of confidential information under WIOA and the partner programs include:
1. 29 USC 2935(a)(4) WIOA Reports, Recordkeeping, Investigation.
 2. The Privacy Act (5 USC 552a).
 3. The Family Educational and Privacy Rights Act (20 USC 1232g), also referenced in WIOA Section 136(f)(3).
 4. 42 USC 602(a)(1)(A)(iv) and 42 USC 608(a)(9)(B) regarding information on TANF recipients.
 5. 7 USC 2020(e)(8) and 7 CFR 272.1(c) regarding information on recipients of Supplemental Nutrition Assistance Program (SNAP) benefits.
 6. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
 7. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
 8. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
 9. ORC 4141.21 and 4141.22 regarding use and disclosure of Unemployment Compensation records.
 10. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.

11. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
 12. Sections 5101: 9-22-15 and 5101: 9-22-16 of the Ohio Administrative Code (OAC) regarding release of and access to confidential personal information.
 13. OAC 5101:1-1-03 regarding disclosure of information on recipients of: disability financial assistance; Ohio Works First; or Prevention, Retention, and Contingency programs under ORC Chapters 5115, 5107 and 5108, respectively.
 14. OAC 4141-43-01 and 4141-43-02 regarding disclosure of Unemployment Compensation information.
 15. OAC 3304-2-63 regarding use of information relative to applicants or participants of programs administered by Opportunities for Ohioans with Disabilities.
 16. Department of Labor, Training and Employment Guidance Letter (TEGL) 39-11 regarding handling and protection of personally identifiable information.
- F. The LWDB or its designee will maintain a current list of staff members who are authorized to access personal confidential information for each partner program under this MOU and will identify the types of data and data systems that the authorized staff members are permitted to access.

Article X: Dispute Resolution

- A. For purposes of this MOU and for other issues relevant to participation in the local workforce development system, each party expressly agrees to participate in good faith negotiations to reach a consensus on the terms and conditions in this MOU. However, should a dispute arise among any or all of the parties, all parties agree to take the steps listed below and make a good-faith effort to resolve the dispute.
1. A written document detailing the impasse will be submitted to BCW | Workforce.
 2. BCW | Workforce staff and/or Fiscal Agent will convene a meeting with OMJ | BCW and the affected partner (s) to then attempt to resolve the issue. The partner(s) should document the negotiations and efforts that have taken place to resolve the issue.
 3. Impasses involving state level partners will have the participation of the respective Executive Director/Administrator, or their designees, in all resolution activities.
 4. If the impasse is not resolved, BCW | Workforce will appoint a special committee to review and attempt resolution of the impasse.
 5. In the event an agreement cannot be reached, the BCW | Workforce Chair or designee will meet with the local elected official(s) and/or the partner(s) and/or the OMJ | BCW and /or other site managers in the county in which the impasse occurred and, based on the nature of the impasse, try to resolve the issue and make a recommendation within thirty (30) working days of receiving the dispute. The entire process should be completed within ninety (90) days.
 6. This procedure does not apply to performance standards governed by contractual agreements or program requirements that are separate and apart from this MOU.

7. In the event that all reasonable attempts to resolve the impasse at the local level are unsuccessful, the BCW | Workforce will report the impasse to OWD, which will intervene with the parties to resolve the disputed issue(s).
- B. The LWDB and/or partners may ask ODJFS and the other state agencies responsible for oversight of partner programs to participate in the in the dispute resolution process.
- C. Should all reasonable attempts to resolve the dispute at the local level be unsuccessful, the LWDB will report the dispute to OWD, which will intervene with the parties to resolve the disputes.
- D. If the parties cannot reach a consensus agreement on infrastructure costs by May 31 of the current state fiscal year, OWD is required initiate the state infrastructure funding mechanism outlined in WIOAPL 16-06 to ensure that infrastructure costs are paid.
- E. For all other disputed terms and costs, if OWD intervention does not help resolve the dispute, OWD is required to notify the DOL and the federal agencies responsible for oversight of the partner programs that LWDB and partners have failed to execute an MOU.

Article XI: Safety and Security

- A. All parties acknowledge that the staff members who will deliver services or conduct activities in OhioMeansJobs Centers must be provided with a safe and healthy working environment that is compliant with the Occupational Safety and Health Administration (OSHA) standards and the Ohio Public Employment Risk Reduction Program (PERRP), as applicable.
- B. At a minimum, LWDBs will ensure that local OhioMeansJobs center operators maintain facilities in a manner that will ensure the safety of all staff members working in those locations, which includes, but is not limited to;
 - Implementation of Responsible Protocols for Getting Ohio Back to Work posted by the Ohio Department of Health to minimize staff and customer risk of exposure to COVID-19, which includes: Requiring face coverings for staff and recommending them for customers; conducting daily self-assessments for symptoms; encouraging good hygiene and hand-washing; cleaning and sanitizing workspaces; and limiting capacity.
 - Maintenance of insurance against loss or damage by fire or other casualties normally covered by standard fire and extended coverage policies for not less than eighty percent of actual replacement value through responsible insurance carriers licensed to do business in Ohio.
 - Maintenance of a good state of repair at each OhioMeansJobs center, including, but not limited to: exterior walls; roof; structural portions of the building; windows and sashes; entrance doors; fire escapes; restrooms; sprinkler systems and controls; heating, ventilation, and air conditioning systems; inside stairways and elevators; electrical and plumbing facilities; desks/cubicles and chairs; and custodial services.
 - Posted diagrams of fire exits and tornado safe rooms as well as emergency action plans.
 - Routine fire and tornado drills.
 - Installation of locks on the doors of offices assigned to staff members, who will each be provided a key for each lock. LWDBs and/or OhioMeansJobs center operator(s) will further ensure that no additional copies of the keys will be kept by local staff members to ensure the protection of any confidential data that may be maintained by partner staff members.
 - Maintenance of heating and air conditioning.
 - Maintenance of hot and cold running water and provide safe drinking water.

- Maintenance of proper lighting at all workstations and in all offices.
 - Completion of preventive maintenance for the OhioMeansJobs center mechanical systems.
 - Timely removal of snow and ice from sidewalks and parking areas on or adjacent to OhioMeansJobs centers.
- C. All parties will ensure that their staff members are effectively trained on policies and procedures relevant to workplace safety and workplace conduct.
- D. Each party with staff assigned to work in the local OhioMeansJobs Centers will identify a contact person at each party's administrative office who will be notified of any safety or personnel concerns.
- E. Each party will ensure staff assigned to work in local OhioMeansJobs centers will follow and adhere to the weather emergency of related policies for each site.

Article XII: Limitation of Liability

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

Article XIII: General Provisions

All parties agree to follow all federal, state and local laws and regulations as applicable under this MOU, including those listed below, which are generally applicable to WIOA, most federally funded partner programs, and to parties that provide programs and services on behalf of the State of Ohio.

- A. **Jobs for Veterans Act** – As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- B. **Americans with Disabilities** – Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. **Pro-Children Act** – If any activities under this MOU call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
- D. **Drug-Free Workplace.** Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. **Fair Labor Standards and Employment Practices**
1. Each party hereby affirms compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

2. Pursuant to WIOA Section 188, in carrying out this MOU, each party affirms that it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of pay, or eligibility for in-service training programs.
 3. Each party agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 4. Each party agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188.
- F. **Civil Rights Assurance.** All parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).
- G. **Work Programs.** Each party agrees not to discriminate against individuals who have or are participating in any work program administered by any County Department of Job and Family Services under ORC Chapters 5101 or 5107.
- H. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
- I. **Conflict of Interest** – All parties agree to comply with the following, as applicable:
- a. All parties agree that they, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of functions and responsibilities under this MOU. If any party, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, the party will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. The parties further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS, in collaboration with other state partners and, if necessary, the Ohio Attorney General's office, determines that participation would not be contrary to public interest.
 - b. Each party will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- J. **Qualifications to Conduct Business** – Each party affirms that it and any and all subrecipients and subcontractors that will perform under this MOU have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the MOU period any party or its subrecipients or subcontractors for any reason, become disqualified from conducting business in the Ohio, the affected party will notify LWDB in writing and will take measures to ensure that the disqualified party immediately ceases performance of activities hereunder.

Article XIV: Partial Invalidity

This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unallowable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the unallowable provision(s).

Article XV: Counterpart

This agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

*Signature page follows
Remainder of page intentionally left blank*

**Memorandum of Understanding
for
Local Workforce Area 12
Workforce Development System**

Signature Page

By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.

Local Workforce Area 12 Workforce Development Board

Tate Borcoman, Board Chair Elect/Vice Chair

Printed Name & Title

Tate Borcoman *4/26/23*

Signature

Date

Local Workforce Area 12 Workforce Development Board

Rebecca Ehling, Executive Director

Printed Name & Title

Signature

Date

Ohio Department of Job and Family Services

Required Partner for Wagner-Peyser, Trade Act, Disabled Veterans' Outreach Program, Local Veterans' Employment Representative, and Unemployment Insurance

Julie Wirt, Assistant Deputy Director,
Office of Workforce Development
Workforce Program Administration and Delivery

Signature

Date

**Memorandum of Understanding
for
Local Workforce Area 12
Workforce Development System**

Signature Page

By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.

Local Workforce Area 12 Workforce Development Board

Tate Borcoman, Board Chair Elect/Vice Chair

Printed Name & Title

Tate Borcoman 4/26/23

Signature

Date

Local Workforce Area 12 Workforce Development Board

Rebecca Ehling, Executive Director

Printed Name & Title

Rebecca Ehling 5-3-23

Signature

Date

Ohio Department of Job and Family Services

Required Partner for Wagner-Peyser, Trade Act, Disabled Veterans' Outreach Program, Local Veterans' Employment Representative, and Unemployment Insurance

Julie Wirt, Assistant Deputy Director,
Office of Workforce Development
Workforce Program Administration and Delivery

Signature

Date

**Memorandum of Understanding
for
Local Workforce Area 12
Workforce Development System**

Signature Page

By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.

Local Workforce Area 12 Workforce Development Board

Tate Borcoman, Board Chair Elect/Vice Chair

Printed Name & Title

Tate Borcoman 4/26/23

Signature

Date

Local Workforce Area 12 Workforce Development Board

Rebecca Ehling, Executive Director

Printed Name & Title

Rebecca Ehling 5-3-23

Signature

Date

Ohio Department of Job and Family Services

Required Partner for Wagner-Peyser, Trade Act, Disabled Veterans' Outreach Program, Local Veterans' Employment Representative, and Unemployment Insurance

Julie Wirt, Assistant Deputy Director,
Office of Workforce Development
Workforce Program Administration and Delivery

Julie Wirt

4-28-23

Signature

Date

Local Area 12 MOU Signature

Director, Butler County Department of Job and Family Services
TANF, WIOA Title I Adult and Dislocated Worker

Julie Gilbert, Executive Director

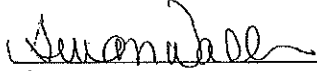
Printed Name & Title

Julie Gilbert *4/21/2023*
Signature Date

Director, Clermont County Department of Job and Family Services
TANF, WIOA Title I Adult and Dislocated Worker

Susan Walther, Executive Director

Printed Name & Title


Signature

5/4/23
Date

Director, Warren County Department of Job and Family Services
Human Services Division
TANF

Arlene Byrd, Director

Printed Name & Title

Arlene Byrd 4/20/2023

Signature

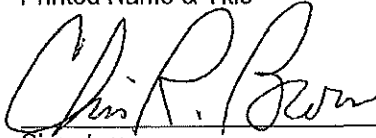
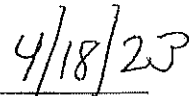
Date

Local Area 12 MOU Signature

Butler County Educational Services Center
ASPIRE

Chris Brown, Superintendent

Printed Name & Title

 
Signature Date

Local Area 12 MOU Signature

Butler Tech

Vocational Education

Nick Linberg, Executive Director of Strategic Programming

Printed Name & Title

Nick Linberg

Signature

4/19/23


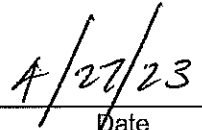
Date

Local Area 12 MOU Signature

Warren County Career Center
Vocational Education

Joel King, Superintendent

Printed Name & Title

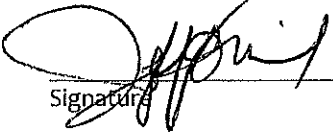
 
Signature Date

Local Area 12 MOU Signature

Greater Cincinnati Behavioral Health Services

Jeff O'Neil, President/CEO

Printed Name & Title

 4/28/23
Signature Date

Local Area 12 MOU Signature

SELF

Jeffrey Diver, Executive Director

Printed Name & Title

Jeffrey Diver 4/18/23
Signature Date

Local Area 12 MOU Signature

Community Development Professionals

Mindy Muller, President/CEO

Printed Name & Title

Mindy Muller

Signature

4/17/23
Date

Local Area 12 MOU Signature

Warren County Community Services, Inc.

Dawna Fogarty, Chief Executive Officer

Printed Name & Title

 4-24-23
Signature Date

Local Area 12 MOU Signature

Director, Butler County Department of Job and Family Services
TANF, WIOA Title I Adult and Dislocated Worker

Julie Gilbert, Executive Director

Printed Name & Title

Julie Gilbert 4/21/2023
Signature Date

Director, Clermont County Department of Job and Family Services
TANF, WIOA Title I Adult and Dislocated Worker

Susan Walther, Executive Director

Susan Walther 5/4/23
Signature Date

Director, Warren County Department of Job and Family Services
Human Services Division
TANF

Arlene Byrd, Director

Arlene Byrd 4/20/2023
Signature Date

Local Area 12 MOU Signature

Butler County Educational Services Center
ASPIRE

Chris Brown, Superintendent

Chris R. Brown 4/18/23
Signature Date

Local Area 12 MOU Signature

Warren County Aspire
Aspire

Karen Karnes, Director

Karen Karnes 4-20-23
Signature Date

OhioMeansJobs | Warren County
WIOA Title I Adult and Dislocated Worker, TANF

Matt Fetty, Director

Matt Fetty 4/20/23
Signature Date

Local Area 12 MOU Signature

Butler Tech
Vocational Education

Nick Linberg, Executive Director of Strategic Programming

Nick Linberg 4/17/23
Signature Date

Local Area 12 MOU Signature

Warren County Career Center
Vocational Education

Joel King, Superintendent

Joel King 4/27/23
Signature Date

Local Area 12 MOU Signature

Opportunities for Ohioans with Disabilities
Vocational Rehabilitation

Kevin L. Miller, Director

Kevin Miller 05/15/2023
Signature Date

Local Area 12 MOU Signature

Vantage
Senior Community Service Employment Program

Brandy Price, Director

Brandy Price 4.26.23
Signature Date

Local Area 12 MOU Signature

Easterseals/Redwood of Greater Cincinnati
WIOA Title I Youth

Pamela Green, President/CEO

Pamela Green
Signature Date

DocuSigned by:

Pam Green
Signature

5/5/2023

Date

Local Area 12 MOU Signature

Greater Cincinnati Behavioral Health Services

Jeff O'Neil, President/CEO

Printed Name & Title

Jeff O'Neil
Jeff O'Neil (Apr 27, 2023 10:03 EDT)

Signature

Date

Local Area 12 MOU Signature

Community Development Professionals

Mindy Muller, President/CEO

Printed Name & Title

Mindy Muller

Signature

4/17/23
Date

Local Area 12 MOU Signature

SSCC Adult Opportunity Center

Susan Armstrong, Director

Printed Name & Title

Susan Armstrong 04/13/23
Signature Date

Local Area 12 MOU Signature

AARP Foundation
Senior Community Service Employment Program

Demetri Antzoulatos, VP Finance, Grants Operation

Printed Name & Title

Demetri Antzoulatos

Signature

Date

Local Area 12 MOU Signature

SELF

Jeffrey Diver, Executive Director

Printed Name & Title

Jeffrey Diver 4/15/23
Signature Date

Local Area 12 MOU Signature

Warren County Community Services, Inc.

Dawna Fogarty, Chief Executive Officer

Printed Name & Title

Dawna Fogarty 4-24-23
Signature Date

Local Area 12 MOU Signature

Job Works, Inc./Education & Training Systems

Tom Kavanagh, Chief Operating Officer

Printed Name & Title

Thomas Kavanagh 04/24/23
Signature Date

Local Area 12 MOU Signature

Job Corps/Insights Training Group, LLC

Byron Ewing, Center Director

Printed Name & Title

Byron Ewing 6/05/2023
Signature Date

Local Area 12 MOU Signature

Butler County Board of Commissioners

Donald Dixon, BCW/Workforce CEO

Printed Name & Title

Signature

Date

Cindy Carpenter

Printed Name & Title

Signature

Date

T.C. Rogers

Printed Name & Title

Signature

Date

Approved as to form only:

Assistant Prosecuting Attorney

Local Area 12 MOU Signature

Clermont County Board of Commissioners

David Painter, BCW/Workforce CEO

Printed Name & Title

Signature Date

Bonnie Batchler

Printed Name & Title

Signature Date

Claire Corcoran

Printed Name & Title

Signature Date

Approved as to form only:

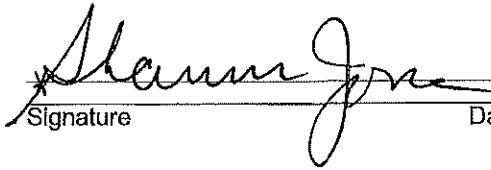
Assistant Prosecuting Attorney

Local Area 12 MOU Signature

Warren County Board of Commissioners

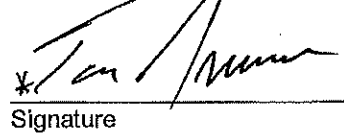
Shannon Jones, BCW/Workforce CEO

Printed Name & Title

*  _____
Signature Date

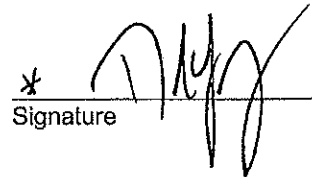
Tom Grossmann

Printed Name & Title


*  _____
Signature Date

Dave Young

Printed Name & Title

*  _____
Signature Date

Approved as to form only:

 _____
Assistant, Prosecuting Attorney
Adam M. Nice

**Local Workforce Area 12 MOU
Signature Page
ODJFS Administration**

The signature below affirms that the content of this MOU and attachments is compliant with the requirements set forth in WIOA Section 121(c) and the corresponding regulations in 20 CFR 678.

Matt Damschroder, Director
Ohio Department of Job and Family Services

Date

Resolution

Number 23-0798

Adopted Date June 20, 2023

AUTHORIZE REIMBURSEMENT TO M/I HOMES OF CINCINNATI, LLC FOR THE RELOCATION OF COUNTY OWNED WATERLINE ALONG IRWIN-SIMPSON ROAD TO BE CONSTRUCTED AS PART OF THE LOSH LANDING DEVELOPMENT, WARREN COUNTY WATER DISTRICT

WHEREAS, M/I Homes of Cincinnati, LLC is constructing water and sanitary sewer improvements on 44 acres located at 6351 Irwin-Simpson Road as part of the 74 single family residential development named Losh Landing; and

WHEREAS, in accordance with the Warren County Water District Construction Standards, and upon the recommendation of the County Sanitary Engineer, M/I Homes of Cincinnati agrees to relocate 862 feet of the County's 12-inch waterline along Irwin-Simpson Road removing this line from under the existing roadway and into a public utility easement along the roadway; and

WHEREAS, based on construction bids received by the developer and attached with this resolution, the cost of relocating the waterline has been calculated by the County Sanitary Engineer to be \$153,114.; and

NOW THEREFORE BE IT RESOLVED, in accordance with the Standards, Policies, Rules and Regulations of the Warren County Water and Sewer Department, to authorize reimbursement and issue a check to M/I Homes of Cincinnati, Inc in the amount of \$153,114 for the relocation of the above-described waterline.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Water/Sewer (file)
Michael Athan, M/I Homes of Cincinnati, 9349 Waterstone Blvd, Cincinnati, 45040

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0799

Adopted Date June 20, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/13/23 and 6/15/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 23-0800

Adopted Date June 20, 2023

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

WHEREAS, the Department of Human Services has requested that the eleventh and twelfth monthly disbursement of their mandated share for SFY 2022-2023 be transferred into the Human Services Public Assistance Fund #2203; and

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

\$33,863.00	from	#11011112-5742	(Commissioners Grants – Public Assistance)
	into	#2203-49000	(Human Services – Public Assistance)

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-0801

Adopted Date June 20, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO WORKFORCE INVESTMENT
BOARD FUND #2238

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 6,000 into #22385800-5840 (WIB – Unemployment Comp)

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

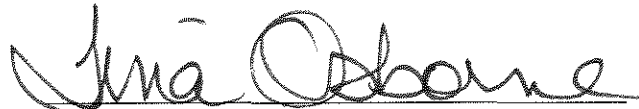
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App file
Workforce Investment Board (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0802

Adopted Date June 20, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS GENERAL
FUND #11011110

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 15,000.00 from #11011110-5320 (Genl BOCC Capital Purchase)
into #11011110-5317 (Genl BOCC Non-Capital Purchase)

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/js

cc: Auditor
Appropriation Adj. file
OMB (file)

Resolution

Number 23-0803

Adopted Date June 20, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT FUND
#11011223

BE IT RESOLVED, to approve the following appropriation adjustment:


\$3,000.00	from	11011223-5820	(Health/Life Insurance)
	into	11011223-5910	(Other Expenses)

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0804

Adopted Date June 20, 2023

APPROVE APPROPRIATION ADJUSTMENT FOR WARREN COUNTY COMMON PLEAS
COURT COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,200.00	from	BUDGET-BUDGET 22891227-5400	(Purchased Services)
	into	BUDGET-BUDGET 22891227-5210	(Materials and Supplies)

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Common Pleas (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0805

Adopted Date June 20, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROB/JUVENILE COURT FUND
#10112500

BE IT RESOLVED, to approve the following appropriation adjustment within JUV Probation
fund #11012500:

\$ 500.00	from	11012500-5210	(JUV Prob Material & Supplies)
	into	11012500-5911	(Non Taxable Meal Fringe)

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0806

Adopted Date June 20, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1000.00 from #11012810-5210 (Materials & Supplies)
 into #11012810-5911 (Non-Taxable Meal Fringe)

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 23-0807

Adopted Date June 20, 2023

APPROVE REQUISITIONS AND AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

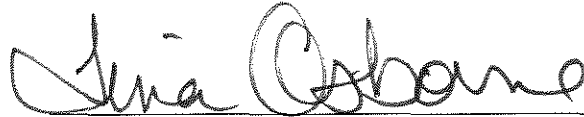
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Martin Russell, Deputy County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	72 HOUR LLC	SEW 2023 FORD F350 SRW XL 4WD	53,824.18
WAT	WARREN CO ENGINEER	WAT CB HOPKINSVILLE AREA WATER	3,165,800.35
FAC	KAFFENBARGER TRUCK EQUIPMENT	FAC VAN UPFITTING	3,501.00
FAC	MIAMI VALLEY POWER EQUIPMENT LLC	FAC MOWING EQUIPMENT	13,319.50

PO CHANGE ORDER

Department	Vendor Name	Description	Amount
WAT	DEERFIELD TOWNSHIP	KINGS MILLS INFRASTRUCTURE PHASE 2	456,215.00 INCREASE

6/23/2023 APPROVED:



Martin Russell, Deputy County Administrator

Resolution

Number 23-0808

Adopted Date June 20, 2023

AUTHORIZE SUBMITTAL OF 90 DAY F-12 BEER AND WINE PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL BY THE WARREN COUNTY AGRICULTURAL SOCIETY FOR THE WARREN COUNTY FAIR AND FUNDRAISING EVENTS AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Warren County Agriculture Association desire to expand the beer garden during the Warren County Fair to include wine slushies which requires an F-12 Liquor Permit which is valid for 90 days; and

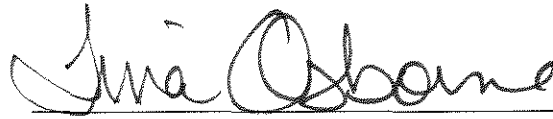
NOW THEREFORE BE IT RESOLVED, to authorize the submittal of an F-12 Liquor Permit Application from the Ohio Department of Commerce, Division of Liquor by the Warren County Agriculture Association for the purpose of obtaining a liquor license during the Warren County Fair being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: Warren County Agricultural Society (file)
C/A—Ohio Department of Commerce, Division of Liquor Control

Resolution

Number 23-0809

Adopted Date June 20, 2023

WAIVE PERMIT FEES ASSOCIATED WITH THE ST. MARGARET OF YORK ANNUAL FESTIVAL

BE IT RESOLVED, to waive the permit fees associated with the St. Margaret of York Annual Festival; and


BE IT FURTHER RESOLVED that St. Margaret of York Church be responsible for the surcharge required by the State of Ohio.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Building/Zoning (file)
Greg Bickford (darby427@gmail.com)

Resolution

Number 23-0810

Adopted Date June 20, 2023

APPROVE THE PROMOTION OF NICK VEARIL TO THE POSITION OF WATER TREATMENT PLANT OPERATOR I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Vearil has obtained his Class I Water Supply I license; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Nick Vearil, to the position of Water Treatment Plant Operator I of Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 15, at \$25.24 per hour, effective pay period beginning June 17, 2023.

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

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

Resolution adopted this 20th day June 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
N. Vearil's Personnel file
OMB-Sue Spencer