

UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

The Union County Commissioners met in regular session this 11th day of June 2025, with the following members present:

Steve Robinson, President
David A. Lawrence, Vice President
Tom McCarthy, Commissioner
William Narducci, County Administrator
Mallory Lehman, Clerk to the Board

* * *

*Commissioner Robinson called the meeting to order at 8:32 a.m.

* * *

*Thayne Gray, Assistant Prosecuting Attorney; Sue Ware, Director/Human Services; Janell Alexander, Deputy Director/Human Services; Mike Justice, Sheriff; Josh Kent, Lieutenant Patrol Division; Mike Williamson, Marysville Journal Tribune; and Joe Case, Marysville Matters were in attendance.

* * *

Sheriff's Office Update, Josh Kent:

- An on-duty deputy hit a deer. The deputy is fine, but the cruiser is in bad shape. They are currently waiting on an estimate for repairs.
- Commissioner Robinson asked where this occurred, and Deputy Kent stated it was on Myers Road.
- On June 23, there will be a new deputy and dispatcher starting. The deputy is transferring from Bellefontaine with prior experience.
- One deputy resigned last week. They had been struggling with training and were not where they needed to be to be alone on the road.
- The new training officer, Adam Haycock, has started.
- There are deputy interviews on June 16. Two of the interviewees are laterals with prior experience and one is fresh out of the academy.
- The K-9 officer has been selected. He is very excited, and the office thinks he will excel in this position.
- The office met with the fair board last week. It has been decided that there will be less deputies on duty for the fair this year. With no alcohol being sold this year and fair attendance being down, it was in the best interest to scale back on the number of deputies on duty during the fair. Starting this year, sergeants will oversee deputies patrolling the fair instead of lieutenants.
- On June 30, there will be dispatcher interviews. There have been three applicants so far.
- There are corporal interviews on June 26. There will be outside law enforcement officers coming in to sit in these interviews. They include officers from State Highway Patrol, City of Marysville, Plain City and Hardin County. This is done to have someone with an unbiased opinion on the interview panel.
- Dispatcher supervisor promotional ceremonies will be on June 17 at 3:30 p.m. in the Commissioners Hearing Room.
- Sheriff Justice stated the office is moving forward with the collective bargaining agreement. He has talked to Commissioner Robinson and Mr. Narducci about this.

Mike Justice and Josh Kent left at this time.

UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

RESOLUTION NO. 25-252:

Amendment No. 1 to the Union County Human Services Vendor Agreement Effective January 1, 2025, With a Way Out Employment Services – Human Services

The Board of County Commissioners hereby approves Amendment No. 1 to the Union County Human Services Vendor Agreement Effective January 1, 2025, With a Way Out Employment Services.

**AMENDMENT NO. 1 TO
UNION COUNTY HUMAN SERVICES
VENDOR AGREEMENT EFFECTIVE JANUARY 1, 2025
WITH A WAY OUT EMPLOYMENT SERVICES**

Amendment No. 1 to that certain Vendor Agreement Effective January 1, 2025, between the **BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO**, acting through the **Union County Human Services (UCHS)** with an address of 940 London Avenue, Suite 1800, Marysville, Ohio 43040, and **A WAY OUT EMPLOYMENT SERVICES (A WAY OUT)**, 232 N. Main Street, Suite B, Marysville, Ohio 43040.

In consideration of the mutual benefits accruing to each party, A Way Out and UCHS hereby agree as follows:

(1.) This Amendment No. 1 is to amend the provisions in Paragraph 3., "Availability of Funds" by substituting the following for the entirety of Paragraph 3 as it appears in the Original Agreement:

(3.) Availability of Funds: The total dollar value of Agreement may not exceed \$77,000 unless otherwise amended. Payments for all services provided in accordance with the provisions of this Agreement are contingent upon the availability of, and will not exceed the total of, local and federal funds as follows:

Senior Services Sales Tax \$35,000.00
Federal Grants \$42,000.00

Federal Funds: CFDA# 10.561, 93.558, 93.667, 93.778, 93.556, 93.674, 17.258, 17.259, 17.278.

If state and/or federal reimbursement is no longer available to UCHS, therefore requiring changes or termination of this Agreement, such changes or termination for this reason will be effective on the date that federal reimbursement is no longer available or later, as otherwise stipulated by UCHS.

(2.) If there is any conflict between this Amendment No. 1 and the Original Agreement, the terms of this Amendment No. 1 will govern.

(3.) Except as expressly modified and supplemented by this Amendment No. 1, all other terms and conditions in the Original Agreement, effective January 1, 2025, remain in full force and effect and continue to bind the parties.

WITNESS our agreement with the terms and conditions of this Contract on the date set forth above by our signatures below as the authorized representative signatory of each of the respective entities to this Contract.

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A WAY OUT EMPLOYMENT SERVICES

Penny Wood
Penny Wood

5-27-2025
Date

UNION COUNTY HUMAN SERVICES

Sue Ware
Sue Ware, Human Services Director

5/30/25
Date

UNION COUNTY PROSECUTOR

Samantha M. Hobbs
Samantha M. Hobbs, Asst. Pros. Atty

Digitally signed by Samantha M. Hobbs
Date: 2025.05.21 09:11:11 -04'00'

Date

UNION COUNTY COMMISSIONERS

Steve Robinson
Steve Robinson, Commissioner

6/11/2025
Date

Tom McCarthy
Tom McCarthy, Commissioner

6/11/2025
Date

Dave Lawrence
Dave Lawrence, Commissioner

6/11/2025
Date

C.J. 2025
25-752
Date 6/11/2025

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
David A. Lawrence, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

RESOLUTION NO. 25-253:

Approve the 2026 – 2027 Title XX Biennial Profile – Human Services

The Board of County Commissioners hereby approves the 2026 – 2027 Title XX Biennial Profile.

2026 – 2027 Title XX Biennial Profile

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C.J. 2025
Date 7-5-25
6/11/2025

Title XX Biennial Profile

Summary

Union County Human Services Title XX Profile for Federal Fiscal Years (FFY) 2026 and 2027 needs Commissioner approval by 6/13/2025.

Background

The Social Services Block Grant (SSBG) is a federally funded program authorized under Title XX of the Social Security Act. SSBG provides funding to states for a wide range of social services, particularly for vulnerable populations like children, older adults, and families. It is considered a flexible funding stream, which allows states to target specific needs in their communities.

Ohio allocates four grants to Human Services to utilize:

- Adult Protective Services
- Social Services Operating
- Title XX Federal Social Services (Title XX Base)
- Title XX Temporary Assistance for Needy Families (TANF) Transfer (Title XX Transfer)

Every biennium, Union County Human Services (UCHS) is responsible for the completion of the annual Title XX County Profile to comply with the statutory requirements of Ohio Department of Job and Family Services (ODJFS), which administers the funds.

Discussion

The Title XX County Profile indicates how UCHS intends to spend the Title XX allocation during the Federal fiscal year. The county profile plan includes person/service/activity counts and total dollars expected to be spent by category. Some line items have a person/service/activity count, but not a dollar amount. This is due to these services being funded by other funding sources, not the SSBG/Title XX funding.

When the Title XX Profile Plan is developed, the future allocations are not known. The state guidance recommends using the current year's fund allocations and person/service totals. For Federal Fiscal year 2025, the total SSBG allocation is \$427,814 and are designated as follows:

- Adult Protective Services - \$93,084
- Social Services Operating - \$14,528
- Title XX Transfer - \$215,080
- Title XX Base - \$105,122

Note: Federal Fiscal Year is October 1 – September 30

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Adult protective services funding is used to subsidize senior services payroll expense. Drug testing expense of \$30,000 is earmarked in the Title XX base allocation. The remaining funding is used to pay for staff payroll in Children Services through the certification of funds process. This reduces the usage of local funding.

Timeline

Date	Task
4/1/2025	Public meeting notice posted on the Union County Website under News and on the Union County Human Services home page
5/27/2025	Public hearing held at London Avenue building at 11:30 AM in conference room A
5/30/2025	Deadline to send public meeting notice and hearing summaries to the Ohio Department of Job and Family Services (ODJFS)
6/4/2025	Information packet sent to the Commissioners' office to provide information before the resolution request on 6/11/2025.
6/11/2025	Commissioner meeting – request for resolution to approve county profile
6/13/2025	Deadline to send Commissioner approved Title XX County Profile to ODJFS

Request

Union County Human Services is requesting Commissioners' approval of the Federal Fiscal Year 2026 and Federal Fiscal Year 2027 Title XX Profile plan.

Enclosures

- (1) Title XX Public Hearing Agenda
- (2) Federal Fiscal Year 2026 Title XX Profile Plan
- (3) Federal Fiscal Year 2027 Title XX Profile Plan
- (4) *Uniform definitions of Title XX services and other definitions of terms used in Chapter 5101:2-25 of the Administrative Code, Ohio Administrative Code Rule 5101:2-25-01*
- (5) *Title XX administration, Ohio Administrative Code Rule 5101:2-25-02*
- (6) *Title XX county profile, Ohio Administrative Code Rule 5101:2-25-03*
- (7) *Administering provision of social services funded through grants made under Title XX, Ohio Revised Code 5101.46*

Note: Federal Fiscal Year is October 1 – September 30

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Enclosure 1

Title XX Public Hearing Agenda

May 27, 2025, at 11:30 AM
London Avenue Services Building
Conference Room A
940 London Avenue
Marysville, Ohio 43040

- Welcome
- Purpose of hearing
- Presentation of Union County Human Services Title XX Profile Plan for FFY2026 and FFY2027

Title XX Plan – FFY 2026 & FFY2027

Title XX Service	Services Count	Total Cost
Adoption	429	\$0
Case Management	2148	\$0
Foster Care Services for Children	111	\$0
Independent & Transitional Living Services	163	\$0
Information & Referral	61	\$0
Prevention & Intervention	308	\$30,000
Protective Services for Adults	157	\$93,084
Protective Services for Children	1140	\$304,730
Residential Treatment Services	11	\$0
Transportation	258	\$0
Totals	4786	\$427,814

SOCIAL SERVICES BLOCK GRANT COUNTY PROFILE REPORT SUMMARY ESTIMATE								
County: Union								
Date: 5/27/2025 Year: 2026								
Prepared By: Julia Gibson Ohio Department of Job and Family Services Telephone Number: 19376441010 E-mail Address: Julia.Gibson@jfs.ohio.gov								
Provision Method			Adults				Totals	Expenditure Amount
Description	Code	Children	Age 59 Years & Younger	Age 60 Years & Older	Adults of Unknown Age	Total Adults	Totals	Expenditure Amount
SERVICE SUPPORTED WITH SSBG FUNDS								
Adoption Services - Title XX TANF Transfer	862	0	0	0	0	0	0	\$0.00
Adoption Services Title XX	710	85	0	0	344	344	429	\$0.00
Case Management - Title XX TANF Transfer	867	0	0	0	0	0	0	\$0.00
Case Management Adult Protective Services	785	0	0	0	0	0	0	\$0.00
Case Management Title XX	733	992	0	0	1,156	1,156	2,148	\$0.00
Congregated Meals - Title XX TANF Transfer	880	0	0	0	0	0	0	\$0.00
Congregated Meals - Adult Protective Services	779	0	0	0	0	0	0	\$0.00
Congregated Meals- Title XX	728	0	0	0	0	0	0	\$0.00
Counseling Services - Title XX TANF Transfer	866	0	0	0	0	0	0	\$0.00
Counseling Services - Title XX	716	0	0	0	0	0	0	\$0.00
Counseling Services- Adult Protective Services	769	0	0	0	0	0	0	\$0.00
Day Care - Adult - Adult Protective Services	771	0	0	0	0	0	0	\$0.00
Day Treatment for Children - Title XX TANF Transfer	865	0	0	0	0	0	0	\$0.00
Day Treatment for Children - Title XX	715	0	0	0	0	0	0	\$0.00

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Education and Training Services - Title XX TANF Transfer	870	0	0	0	0	0	0	\$0.00
Education and Training Services - Adult Protective Services	789	0	0	0	0	0	0	\$0.00
Education and Training Services - Title XX	754	0	0	0	0	0	0	\$0.00
Employment Services - Title XX TANF Transfer	879	0	0	0	0	0	0	\$0.00
Employment Services - Adult Protective Services	778	0	0	0	0	0	0	\$0.00
Employment Services - Title XX	726	0	0	0	0	0	0	\$0.00
Family Planning Services - Title XX TANF Transfer	882	0	0	0	0	0	0	\$0.00
Family Planning Services - Title XX	730	0	0	0	0	0	0	\$0.00
OHSTS Training - Title XX	747	0	0	0	0	0	0	\$0.00
FOSTER CARE SERVICES								
Foster Care Services - Adult-Adult Protective Services	772	0	0	0	0	0	0	\$0.00
Foster Care Services - Children - Title XX	703	111	0	0	0	0	111	\$0.00
HEALTH RELATED SERVICES								
Health Related Services - Title XX	729	0	0	0	0	0	0	\$0.00
Health Related and Home Health Services - Title XX TANF Transfer	883	0	0	0	0	0	0	\$0.00
Health Related and Home Health Services - Adult Protective Services	782	0	0	0	0	0	0	\$0.00
Home Health Aide Services - Title XX	732	0	0	0	0	0	0	\$0.00
HOME BASED SERVICES								
Home Based Services - Title XX TANF Transfer	877	0	0	0	0	0	0	\$0.00
Home Based Services - Adult Protective Services	774	0	0	0	0	0	0	\$0.00
Home Based Services - Title XX	721	0	0	0	0	0	0	\$0.00

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Home Delivered Meals - Title XX TANF Transfer	876	0	0	0	0	0	0	\$0.00
Home Delivered Meals - Adult Protective Services	773	0	0	0	0	0	0	\$0.00
Home Delivered Meals - Title XX	720	0	0	0	0	0	0	\$0.00
Housing Services - Title XX TANF Transfer	885	0	0	0	0	0	0	\$0.00
Housing Services - Adult Protective Services	791	0	0	0	0	0	0	\$0.00
Housing Services - Title XX	755	0	0	0	0	0	0	\$0.00
Independent or Transitional Living Services - Title XX TANF Transfer	886	0	0	0	0	0	0	\$0.00
Independent or Transitional Living Services - Adult Protective Services	792	0	0	0	0	0	0	\$0.00
Independent or Transitional Living Services - Title XX	756	142	0	0	21	21	163	\$0.00
Information and Referral - Title XX TANF Transfer	860	0	0	0	0	0	0	\$0.00
Information and Referral - Title XX	701	8	0	0	53	53	61	\$0.00
Legal Services - Title XX TANF Transfer	884	0	0	0	0	0	0	\$0.00
Legal Services - Adult Protective Services	786	0	0	0	0	0	0	\$0.00
Legal Services - Title XX	734	0	0	0	0	0	0	\$0.00
Pregnancy and Parenting Services - Title XX TANF Transfer	871	0	0	0	0	0	0	\$0.00
Pregnancy and Parenting Services - Title XX	757	0	0	0	0	0	0	\$0.00
Prevention and Intervention Services - Title XX TANF Transfer	872	0	0	0	0	0	0	\$0.00
Prevention and Intervention Services - Adult Protective Services	794	0	0	0	0	0	0	\$0.00
Prevention and Intervention Services - Title XX	758	120	0	0	188	188	308	\$30,000.00
PROTECTIVE SERVICES - ADULTS								Page 6 of 39

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Protective Services for Adults – Adult Protective Services	776	0	0	0	157	157	157	\$93,084.00
Protective Services for Adults – Title XX	714	0	0	0	0	0	0	\$0.00
PROTECTIVE SERVICES - CHILDREN								
Protective Services for Children - Title XX TANF Transfer	863	64	0	0	0	0	64	\$17,108.00
Protective Services for Children – Title XX	713	1,076	0	0	0	0	1,076	\$287,622.00
RECREATIONAL SERVICES								
Recreational Services - Title XX TANF Transfer	861	0	0	0	0	0	0	\$0.00
Recreational Services – Adult Protective Services	764	0	0	0	0	0	0	\$0.00
Recreational Services – Title XX	708	0	0	0	0	0	0	\$0.00
RESIDENTIAL TREATMENT								
Residential Treatment Services - Title XX TANF Transfer	875	0	0	0	0	0	0	\$0.00
Residential Treatment Services – Adult Protective Services	761	0	0	0	0	0	0	\$0.00
Residential Treatment Services – Title XX	702	11	0	0	0	0	11	\$0.00
Special Services for - Youth Involved or at Risk of Involvement in Criminal Activity – Title XX	759	0	0	0	0	0	0	\$0.00
Special Services for Drug - Alcohol Abusers - Title XX TANF Transfer	869	0	0	0	0	0	0	\$0.00
Special Services for Persons With Developmental or Physical Disabilities, Visual or Auditory Impairments - Title XX TANF Transfer	878	0	0	0	0	0	0	\$0.00

Special Services for Persons With Developmental or Physical Disabilities, Visual or Auditory Impairments – Adult Protective Services	775	0	0	0	0	0	0	\$0.00
Special Services for Persons With Developmental or Physical Disabilities, Visual or Auditory Impairments – Title XX	722	0	0	0	0	0	0	\$0.00
Special Services for Youth Involved or at Risk of Involvement in Criminal Activity - Title XX TANF Transfer	873	0	0	0	0	0	0	\$0.00
Substance Abuse Services – Adult Protective Services	788	0	0	0	0	0	0	\$0.00
Substance Abuse Services – Title XX	736	0	0	0	0	0	0	\$0.00
Transportation - Title XX TANF Transfer	868	0	0	0	0	0	0	\$0.00
Transportation – Adult Protective Services	787	0	0	0	0	0	0	\$0.00
Transportation - Title XX	735	213	0	0	45	45	258	\$0.00
ALL OTHER SERVICES								
Other		0	0	0	0	0	0	\$0.00
Final Totals								
Total Customer Served:		2,822	0	0	1,964	1,964	4,786	\$427,814.00

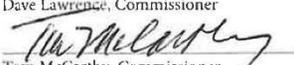
Submitted by: Union County Human Services Director

Sue Ware, Director  Date: 6/4/25

Reviewed by: Union County Assistant Prosecuting Attorney

 Digitally signed by Samantha M. Hobbs
Date: 2025.05.30 14:28:31 -04'00'
Asst. Prosec. Atty. Date

Approved by: Union County Commissioners

 Date: 6/11/2025
Steve Robinson, Commissioner
 Date: 6/11/2025
Dave Lawrence, Commissioner
 Date: 6/11/2025
Tom McCarthy, Commissioner

Public Hearing held: 5/27/2025 @ 11:30AM

SOCIAL SERVICES BLOCK GRANT COUNTY PROFILE REPORT SUMMARY ESTIMATE									
County: Union									
Date: 5/27/2025 Year: 2027									
Prepared By: Julia Gibson Ohio Department of Job and Family Services Telephone Number: 19376441010 E-mail Address: Julia.Gibson@jfs.ohio.gov									
Provision Method		Adults							
Description	Code	Children	Age 59 Years & Younger	Age 60 Years & Older	Adults of Unknown Age	Total Adults	Totals	Expenditure Amount	
SERVICE SUPPORTED WITH SSBG FUNDS									
Adoption Services - Title XX TANF Transfer	862	0	0	0	0	0	0	\$0.00	
Adoption Services Title XX	710	85	0	0	344	344	429	\$0.00	
Case Management - Title XX TANF Transfer	867	0	0	0	0	0	0	\$0.00	
Case Management Adult Protective Services	785	0	0	0	0	0	0	\$0.00	
Case Management Title XX	733	992	0	0	1,156	1,156	2,148	\$0.00	
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Counseling Services- Adult Protective Services	769	0	0	0	0	0	0	\$0.00	
Day Care - Adult - Adult Protective Services	771	0	0	0	0	0	0	\$0.00	
Day Treatment for Children - Title XX TANF Transfer	865	0	0	0	0	0	0	\$0.00	
Day Treatment for Children - Title XX	715	0	0	0	0	0	0	\$0.00	

Education and Training Services - Title XX TANF Transfer	870	0	0	0	0	0	0	\$0.00
Education and Training Services - Adult Protective Services	789	0	0	0	0	0	0	\$0.00
Education and Training Services - Title XX	754	0	0	0	0	0	0	\$0.00
Employment Services - Title XX TANF Transfer	879	0	0	0	0	0	0	\$0.00
Employment Services - Adult Protective Services	778	0	0	0	0	0	0	\$0.00
Employment Services - Title XX	726	0	0	0	0	0	0	\$0.00
Family Planning Services - Title XX TANF Transfer	882	0	0	0	0	0	0	\$0.00
Family Planning Services - Title XX	730	0	0	0	0	0	0	\$0.00
OHSTS Training - Title XX	747	0	0	0	0	0	0	\$0.00
FOSTER CARE SERVICES								
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Legal Services - Title XX TANF Transfer	884	0	0	0	0	0	0	\$0.00
Legal Services – Adult Protective Services	786	0	0	0	0	0	0	\$0.00
Legal Services – Title XX	734	0	0	0	0	0	0	\$0.00
Pregnancy and Parenting Services - Title XX TANF Transfer	871	0	0	0	0	0	0	\$0.00
Pregnancy and Parenting Services – Title XX	757	0	0	0	0	0	0	\$0.00
Prevention and Intervention Services - Title XX TANF Transfer	872	0	0	0	0	0	0	\$0.00
Prevention and Intervention Services – Adult Protective Services	794	0	0	0	0	0	0	\$0.00
Prevention and Intervention Services – Title XX	758	120	0	0	188	188	308	\$30,000.00
PROTECTIVE SERVICES - ADULTS								

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PROTECTIVE SERVICES - CHILDREN								
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Recreational Services – Title XX	708	0	0	0	0	0	0	\$0.00
RESIDENTIAL TREATMENT								
Residential Treatment Services - Title XX TANF Transfer	875	0	0	0	0	0	0	\$0.00
Residential Treatment Services – Adult Protective Services	761	0	0	0	0	0	0	\$0.00
Residential Treatment Services – Title XX	702	11	0	0	0	0	11	\$0.00
Special Services for - Youth Involved or at Risk of Involvement in Criminal Activity – Title XX	759	0	0	0	0	0	0	\$0.00
Special Services for Drug - Alcohol Abusers - Title XX TANF Transfer	869	0	0	0	0	0	0	\$0.00
Special Services for Persons With Developmental or Physical Disabilities, Visual or Auditory Impairments - Title XX TANF Transfer	878	0	0	0	0	0	0	\$0.00

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litlexx.jfs.ohio.gov/Profile/UserCountyProfile.aspx

Special Services for Persons With Developmental or Physical Disabilities, Visual or Auditory Impairments - Adult Protective Services	775	0	0	0	0	0	0	\$0.00
Special Services for Persons With Developmental or Physical Disabilities, Visual or Auditory Impairments - Title XX	722	0	0	0	0	0	0	\$0.00
Special Services for Youth Involved or at Risk of Involvement in Criminal Activity - Title XX TANF Transfer	873	0	0	0	0	0	0	\$0.00
Substance Abuse Services - Adult Protective Services	788	0	0	0	0	0	0	\$0.00
Substance Abuse Services - Title XX	736	0	0	0	0	0	0	\$0.00
Transportation - Title XX TANF Transfer	868	0	0	0	0	0	0	\$0.00
Transportation - Adult Protective Services	787	0	0	0	0	0	0	\$0.00
Transportation - Title XX	735	213	0	0	45	45	258	\$0.00
ALL OTHER SERVICES								
Other		0	0	0	0	0	0	\$0.00
Final Totals								
Total Customer Served:		2,822	0	0	1,964	1,964	4,786	\$427,814.00

Submitted by: Union County Human Services Director

Reviewed by: Union County Assistant Prosecuting Attorney


Sue Ware, Director


Date 6/4/25


Digitally signed by Samantha M. Hobbs
Date: 2025.05.30 14:29:04 -04'00'
Asst. Prosec. Atty. Date

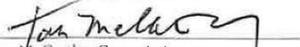
Approved by: Union County Commissioners

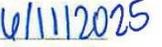

Steve Robinson, Commissioner


Date 6/11/2025


Dave Lawrence, Commissioner


Date 6/11/2025


Tom McCarthy, Commissioner


Date 6/11/2025

Public Hearing held: 5/27/2025 @ 11:30AM

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Enclosure 4

Ohio Administrative Code

Rule 5101:2-25-01 Uniform definitions of Title XX services and other definitions of terms used in Chapter 5101:2-25 of the Administrative Code.

Effective: February 7, 2022

The definitions contained in this rule are to be used by the county department of job and family services (CDJFS) when developing and implementing its Title XX program and preparing the "Title XX County Profile."

(A) "Adoption services" means:

(1) Services or activities provided to assist in bringing about the adoption of a child.

(2) Component services and activities which may include but are not limited to counseling the biological parent(s), recruitment of adoptive homes, and pre and post placement training and/or counseling.

(B) "Agreement" means a written document for either a contract or subgrant as defined by this rule.

(C) "Arrangement only" means the time spent by CDJFS staff making collateral contacts (face to face, telephone, or written) necessary to enable an eligible individual to receive services as contained in the current county profile. These services may be provided or purchased by a service provider or another agency through a compact.

(D) "Case management services" means:

(1) Services or activities for the arrangement, coordination, and monitoring of services to meet the needs of individuals and families.

(2) Component services and activities which may include individual service plan development, counseling, monitoring, developing, procuring, and coordinating services; monitoring and evaluating client progress; and assuring that clients' rights are protected.

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(E) "Child care services for children (including infants, pre-schoolers, school age children and individuals under age eighteen with special needs or in need of protective child care)" means:

(1) Services or activities provided in a setting that meets applicable standards of state and local law, in a center or in a home, for a portion of a twenty-four hour day.

(2) Component services or activities which may include a comprehensive and coordinated set of appropriate developmental activities for children, recreation, meals, and snacks, transportation, health support services, social services counseling for a parent(s), plan development, and licensing and monitoring of child care homes and facilities.

(F) "Collateral contact" means the contact (direct, telephone, or written) with agencies, friends, relatives and others directly related to arranging for a service. (G) "Compact services" are services that are formal or informal arrangements between the CDJFS and a community agency(s). The services are provided to individuals on a referral basis without a charge to the county. This agreement may be written or unwritten.

(H) "Congregate meals" are:

(1) Services or activities designed to prepare and serve one or more meals a day to individuals in central dining areas in order to prevent institutionalization, malnutrition, and feeling of isolation.

(2) Component services or activities which may include the cost of personnel, equipment, and food; assessment of nutritional and dietary needs; nutritional education and counseling; socialization; and other services such as transportation and information and referral.

(I) "Consultation" means the provision of treatment by a psychiatrist or psychologist in day and residential treatment for children or a medical consultation provided by a health professional other than a physician, provided that the provider is certified as a Title XIX (medicaid program) provider.

(J) "Contract" means a legal document by which a recipient or subrecipient purchases services needed to carry out Title XX services, determined in accordance with 2 CFR 200.331 (2020-11-12) and rule 5101:9-4-88 of the Administrative Code.

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(K) "Counseling services" means services or activities that apply therapeutic processes to personal, family, situational, or occupational problems in order to bring about a positive resolution of the problem or improved individual or family functioning or circumstances; and problem areas which may include family and marital relationships, parent-child problems, or drug abuse.

(L) "Course" means the provision of an educational course of instruction or classroom program.

(M) "Day care services for adults" means:

(1) Services or activities provided to adults who require care and supervision in a protective setting for a portion of a twenty-four hour day. A full day of services is considered five or more hours of care. All costs, exclusive of transportation, related to the actual provision of care should be built into the unit of service.

(2) Component services or activities which may include opportunity for social interaction; companionship and self-education; health support or assistance in obtaining health services; counseling; recreation and general leisure time activities; meals; personal care services; plan development; and transportation.

(N) "Day treatment services for children" means:

(1) Services designed for the basic purpose of providing treatment for five or more hours of the day for children who manifest primarily emotional, psychological, behavioral, or social problems which cannot be resolved in a nonspecialized education or developmental setting, or in specialized settings such as learning behavioral disabilities classes. While these children may be able to live at home or in substitute care, their needs are such that their daily activities shall be a part of a treatment environment.

(2) Services for children which involve specialized clinical services required for diagnosis, treatment, and consultation in providing help for pathological conditions; personality services, as distinguished from other parts of the programs; and provided by staff with professional or technical training for helping the child and parents (or caretakers with whom the child is living) directly

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through such activities as the prescribing of drugs for individuals and families, art and music therapy.

(3) Service components which include special educational activities, training activities, social and recreational activities, health services, personal and social interaction skill development, activity therapies, community participation activities, and transportation. These services are integral but subordinate to treatment. These services are to be offered as an integrated program; however, the various components may be delivered through different sources.

(4) Daily activities which include individual and group program components and treatment services prescribed for the individual child. These shall be coordinated and integrated into an individual goal directed treatment plan for the child. The plan shall delineate a predictable, measurable impact on the child's problem. Assessment of the progress of this plan (a formal staffing for all necessary parties to review goal attainment and to arrive at a decision of continuing the plan, revising the plan, or terminating the placement) shall be completed every six months for the total period of treatment.

(5) Day treatment services for children are not available for federal financial participation and therefore unallowable for:

(a) Educational services which residents of Ohio usually receive free from a public agency unless they are provided as integral but subordinate to the provision of this service.

(b) Any activities related to the provision of Ohio works first (OWF). (O) "Direct service" means services provided by staff of the CDJFS.

(P) "Direct service time" means the time spent actually providing the service either in direct or telephone contact with the individual and time spent making collateral contacts.

(Q) "Education and training services" means:

(1) Services provided to improve knowledge of daily living skills and to enhance cultural opportunities.

(2) Services which may include instruction or training in, but are not limited to, such issues as

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consumer education, health education, community protection and safety education, literacy education, English as a second language, and general educational development (GED).

(3) Component services or activities which may include screening; assessment and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; transportation; and referral to community resources.

(R) "Employment services" means:

(1) Services or activities provided to assist individuals in securing employment or acquiring or learning skills that promote opportunities for employment.

(2) Component services or activities which may include employment screening, assessment, or testing; structured job skills and job seeking skills; specialized therapy (occupational, speech, physical); special training and tutoring, including literacy training and pre-vocational training; provision of books, supplies, and instructional material; counseling; transportation; and referral to community resources.

(S) "Family planning services" means:

(1) Educational, comprehensive, medical, or social services or activities which enable individuals, including minors, to determine freely the number and spacing of their children and to select the means by which this may be achieved.

(2) Services and activities which include a broad range of acceptable and effective methods and services to limit or enhance fertility, including contraceptive methods (including natural family planning and abstinence), and the management of infertility (including referral to adoption services).

(3) Specific component services and activities which may include pre-conceptional counseling, education, and general reproductive health care, including diagnosis and treatment of infections which threaten reproductive capability. Family planning services do not include pregnancy care (including obstetric or prenatal care).

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(T) "Food assistance" means:

- (1) The provision and distribution of supplemental food items to needy individuals and families to reduce hunger and to promote healthy nutrition and diet.
- (2) A statewide service that is reserved exclusively for use by the Ohio department of job and family services, component services or activities of which may include the cost of personnel, insurance, equipment maintenance, food, transport, warehousing, and distributions; assessment of nutritional and dietary needs; nutritional education and counseling; socialization; and information and referral.

(U) "Foster care services for adults" means:

- (1) Services or activities that assess the need and arrange for the substitute care and alternate living situation of adults in a setting suitable to the individual's needs. Individuals may need such services because of social, physical, or mental disabilities, or as a consequence of abuse or neglect.
- (2) Care that may be provided in a community-based setting, or such services may arrange for institutionalization when necessary.
- (3) Component services or activities that include assessment of the individual's needs; case planning and case management to assure that the individual receives proper care in the placement; counseling to help with personal problems and adjusting to new situations; assistance in obtaining other necessary supportive services; determining, through periodic reviews, the continued appropriateness of and need for placement; and recruitment and licensing of foster care homes and facilities.

(V) "Foster care services for children" means:

- (1) Services or activities associated with the provision of an alternative family life experience for abused, neglected, or dependent children, between birth and the age of majority, on the basis of a court commitment or a voluntary placement agreement signed by the parent or guardian.
- (2) Services that may be provided to children in foster homes including foster homes operated by a relative of the child, group homes, emergency shelters, residential facilities, child care institutions,

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pre-adoptive homes, or supervised independent living situations.

(3) Component services or activities which may include assessment of the child's needs; case planning and case management to assure that the child receives proper care in the placement; medical care as an integral but subordinate part of the service; counseling of the child, the child's parents, kinship care providers and the foster caregivers; referral and assistance in obtaining other necessary supportive services; periodic reviews to determine the continued appropriateness and need for placement; and recruitment and licensing of foster homes and child care institutions.

(W) "Group hour" means the same as an hour except the individual is receiving the service in a group setting. The projected unit cost is based on the total hourly cost of providing the service divided by the average size of the group.

(X) "Half-hour" means thirty minutes of purchased services in the service unit.

(Y) "Health related and home health services" means:

(1) In-home or out-of-home services or activities designed to assist individuals and families to attain and maintain a favorable condition of health.

(2) Component services and activities which may include providing an analysis or assessment of an individual's health problems and the development of a treatment plan; assisting individuals to identify and understand their health needs; assisting individuals to locate, provide, or secure, and utilize appropriate medical treatment, preventative medical care, and health maintenance services, including in-home health services and emergency medical services; and providing follow-up services as needed.

(Z) "Home based services" means:

(1) In-home services or activities provided to individuals or families to assist with household or personal care activities that improve or maintain adequate family well-being.

(2) Services that may be provided for reasons of illness, incapacity, frailty, absence of a caretaker

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relative, or to prevent abuse and neglect of a child or adult.

(3) Major service components that include homemaker services, chore services, home maintenance services, and household management services.

(4) Component services or activities that may include protective supervision of adults and/or children to help prevent abuse, temporary non-medical personal care, house-cleaning, essential shopping, simple household repairs, yard maintenance, teaching of homemaking skills, training in self-help and self-care skills, assistance with meal planning and preparation, sanitation, budgeting, and general household management.

(AA) "Home delivered meals" means:

(1) Services or activities designed to prepare and deliver one or more meals a day to an individual's residence in order to prevent institutionalization, malnutrition, and feelings of isolation.

(2) Component services or activities that may include the cost of personnel, equipment, and food; assessment of nutritional and dietary needs; nutritional education and counseling; socialization services; and information and referral.

(BB) "Hour" means an hour of direct service as described in the service unit and time spent making collateral contacts directly related to the provision of the service. An hour may be shown in fractional parts rounded to the nearest quarter or tenth of an hour, at county option.

(CC) "Housing services" means:

(1) Services or activities designed to assist individuals or families in locating, obtaining, or retaining suitable housing.

(2) Component services or activities that may include tenant counseling; helping individuals and families to identify and correct substandard housing conditions on behalf of individuals and families who are unable to protect their own interest; and assisting individuals and families to understand leases, secure utilities, make moving arrangements and minor renovations.

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(DD) "Independent and transitional living services" means:

(1) Services and activities designed to help older youth in foster care or homeless youth make transition to independent living, or to help adults make the transition from an institution or from homelessness, to independent living.

(2) Component services or activities that may include educational and employment assistance, training in daily living skills, and housing assistance. Specific component services and activities may include supervised practice living and post-foster care services.

(EE) "Indirect activities" means the supportive activities that are not billed or reported as time spent providing or arranging services. Such activities are important, but many of them cannot be easily linked to both a particular service and a particular individual. Indirect activities and their related costs are reimbursable, but should not be incorporated into the estimate of the maximum number of units in a purchase contract. Such activities include case recording, eligibility determination, general intake, home finding related to adoption and foster care, supervision, time spent in conference not related to specific individuals, nursing contacts, diagnostic evaluations and examinations necessary to identify service needs or to develop an individual plan of services and treatment.

(FF) "Individual service plan" means the document that is developed to provide services to the consumer.

(GG) "Information and referral services" means services or activities designed to provide information about services provided by public and private service providers and brief assessment of client needs (but not diagnosis and evaluation) to facilitate appropriate referral to community resources.

(HH) "Item of equipment" means the equipment purchased for blind individuals.

(II) "Legal services" means:

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(1) Services or activities provided by a lawyer or other person(s) under the supervision of a lawyer to assist individuals in seeking or obtaining legal help in civil matters such as housing, divorce, child support, guardianship, paternity and legal separation.

(2) Component services or activities which may include receiving and preparing cases for trial, provision of legal advice, representation at hearing, and counseling.

(JJ) "Meal" means the provision of a meal, including the cost of preparation, serving or delivery of the meal. The cost of raw food may be included provided the service does not provide three meals a day or a full nutritional regimen.

(KK) "Minor medical and remedial care components" means medical care directed towards the correction or amelioration of a medical condition, which has been diagnosed as such by an Ohio licensed medical practitioner operating within the scope of state law. Such medical services are allowable under Title XX only when they are not available to the individual under Title XVIII (medicare), Title XIX (medicaid program) or a private insurance plan. These components shall be separately costed, billed and reported.

(LL) "Mile" means one mile of transportation.

(MM) "Payment" means the payment of delivery cost, housing repairs or moving expenses.

(NN) "Pregnancy and parenting services for young parents" means:

(1) Services or activities for married or unmarried adolescent parents and their families designed to assist young parents in coping with the social, emotional, and economic problems related to pregnancy and in planning for the future.

(2) Component services or activities which may include securing necessary health care and living arrangements; obtaining legal services; and providing counseling, child care education, and training in and development of parenting skills.

(OO) "Prescription" means the provision of a prescribed drug in a day treatment or residential

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treatment setting for children.

(PP) "Prevention and intervention" means:

(1) Services or activities designed to provide early identification and/or timely intervention to support families and prevent or ameliorate the consequences of abuse, neglect, or domestic violence, or to assist in making arrangements for alternate placement or living arrangements where necessary. Such services may also be provided to prevent the removal of a child or adult from the home.

(2) Component services and activities which may include investigation, assessment and/or evaluation of the extent of the problem; counseling, including mental health counseling or therapy as needed; developmental and parenting skills training; respite care; and other services including supervision, case management, and transportation.

(QQ) "Procedure" means the provision of a complete specified procedure in family planning including but not limited to vasectomy, insertion of intrauterine device (IUD), materials and anesthetic.

(RR) "Protective services for adult" means:

(1) Services or activities designed to prevent or remedy abuse, neglect, or exploitation of adults who are unable to protect their own interest.

(2) Situations that may require protective services including injury due to maltreatment or domestic violence; lack of adequate food, clothing or shelter; lack of essential medical treatment or rehabilitation services; and lack of necessary financial or other resources.

(3) Component services or activities that may include investigation; immediate intervention; arranging emergency medical services; emergency shelter; developing case plans; initiation of legal action (if needed); counseling for the individual and family; assessment/evaluation of family circumstances; arranging alternative or improved living arrangements; preparing for foster care placement, if needed; and case management and referral to service providers.

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(SS) "Protective services for children" means:

(1) Services or activities designed to prevent or remedy abuse, neglect, or exploitation of children who may be harmed through physical or mental injury, sexual abuse or exploitation, and negligent treatment or maltreatment, including failure to be provided with adequate food, clothing, shelter, or medical care.

(2) Component services or activities that may include immediate investigation and intervention; arranging emergency medical services; emergency shelter; developing case plan initiation of legal action (if needed); counseling for the child and the family; assessment/evaluation of family circumstances; arranging alternative living arrangements; preparing for foster placement, if needed; and case management and referral to service providers.

(TT) "Purchase services" means services provided through written contract between: private or nonprofit agencies, individual and other public agencies. Public agencies meaning an agency under the administrative and budgetary control of the city, county or state government acting under the mandate of the general assembly.

(UU) "Recreation services" means services or activities designed to provide or assist individuals to take advantage of individual or group activities directed towards promoting physical, cultural, and/or social development.

(VV) "Residential treatment services" means:

(1) Short-term residential care and comprehensive treatment and services for children or adults whose problems are so severe or are such that they cannot be cared for at home or in foster care and need the specialized services provided by specialized facilities. Residential treatment services should always be reported as twenty-four hours in whole numbers counting the day of admission as day one and the day of release as the last day.

(2) Component services and activities which may include diagnosis and psychological evaluation; alcohol and drug detoxification services; individual, family, and group therapy and counseling; remedial education and general educational development (GED) preparation; vocational or pre-

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vocational training; training in activities of daily living; supervised recreational and social activities; and case management.

(WW) "Round trip per person" means the provision of a round trip of transportation services.

(XX) "Special services for persons with developmental or physical disabilities or persons with visual or auditory impairments" means:

(1) Services or activities to maximize the potential of persons with disabilities, help alleviate the effects of physical, mental or emotional disabilities, and to enable those persons to live in the least restrictive environment possible.

(2) Components services or activities which may include personal and family counseling; respite care; family support; recreation; transportation; aid to assist with independent functioning in the community; and training in mobility, communication skills, the use of special aids and appliances, and self sufficiency skills. Residential and medical services may be included only as an integral, but subordinate, part of the services.

(YY) "Special services for youth involved in or at risk of involvement in criminal activity" means:

(1) Services or activities for youth who are, or who may become, involved with the juvenile justice system and their families.

(2) Component services or activities that are designed to enhance family functioning and/or modify the youth's behavior with the goal of developing socially appropriate behavior and may include counseling, intervention therapy and residential and medical services if included as an integral but subordinate part of the services.

(ZZ) "Subgrant" means subrecipient agreements between a private, non-profit or other government agency, determined in accordance with 2 CFR 200.331 and rule 5101:9-4-88 of the Administrative Code.

(AAA) "Substance abuse services" means:



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(1) Services or activities that are primarily designed to deter, reduce, or eliminate substance abuse or chemical dependency. Except for initial detoxification services, medical and residential services may be included but only as an integral but subordinate part of the service.

(2) Component substance abuse services or activities that may include a comprehensive range of personal and family counseling methods, methadone treatment for opiate abusers, or detoxification treatment for alcohol abusers.

(3) Services that may be provided in alternative living arrangements such as institutional settings and community-based halfway houses. The day should always be reported as twenty-four hours in whole numbers counting the day of admission as day one and the day of release as the last day.

(BBB) "Supply" means the provision of supplies used in family planning.

(CCC) "Test" means the provision of one laboratory test in family planning.

(DDD) "Token" means a ticket used by the individual to ride a common carrier in transportation services.

(EEE) "Transaction" means an incident of information and referral.

(FFF) "Transportation services" means:

(1) Services or activities that provide or arrange for travel including travel costs of individuals in order to access services or obtain medical care or employment.

(2) Component services or activities that may include special travel arrangements such as special modes of transportation and personnel to accompany or assist individuals or families to utilize transportation.

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Enclosure 5

Ohio Administrative Code
Rule 5101:2-25-02 Title XX administration.

Effective: February 7, 2022

(A) A county department of job and family services (CDJFS) that purchases services under contract or provides programs either directly or through a subgrant shall administer Title XX services in accordance with the requirements of Title XX of the Social Security Act, 88 Stat. 2337 (1974), 42 U.S.C. 1397 (2010), section 5101.46 of the Revised Code, and Chapter 5101:2-25 of the Administrative Code. Child care services provided under Title XX are excluded from the requirements contained in Chapter 5101:2-25 of the Administrative Code. The CDJFS shall follow child care requirements contained in Chapter 5101:2-16 of the Administrative Code.

(B) Each county in Ohio is designated as a separate geographic area for Title XX services planning, implementation, monitoring, and evaluation.

(C) The Title XX program year is October first through September thirtieth.

(D) Title XX services may be provided through:

(1) "Compact services" are formal or informal arrangements between the CDJFS and a community agency(s);

(2) "Direct services" are services provided by staff or the CDJFS;

(3) "Purchase services" are services provided through written contract between private or nonprofit agency(s); or

(4) "Agreements" contract(s) or subgrant(s) as defined in rule 5101:2-25-01 of the Administrative Code. (E) Methods of delivery may change during a program year as needs occur or resources are developed.

(F) Reimbursement is available only for services and service activities which are specifically

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included on the "Title XX County Profile," services outlined in rule 5101:2-25-07 of the Administrative Code, and for administrative support directly related to the provision of such services.

(G) When contacted by a consumer or responsible person or agency seeking Title XX services, the CDJFS or provider agency under agreement with the CDJFS shall provide an application for Title XX services to the person making the request. An application is not required when services are offered without regard to income.

(H) The CDJFS or provider agency under contract with the CDJFS shall ensure upon the receipt of the application the following:

(1) The consumer or responsible person or agency acting on behalf of the consumer is the person submitting the application for Title XX services.

(2) The application is signed by the consumer, guardian, parent or custodian, if the consumer is a child, or an individual or agency acting on behalf of the consumer.

(I) Protective services for adults and children and information and referral services may be provided without regard to income and do not require an application. Protective services cases require a case record that documents the circumstances of actual or potential abuse, neglect, or exploitation of the adult or child.

(J) All providers of Title XX services shall comply with any licensing, certification, or approval required by state or federal law or regulation.

(K) An individual service plan, designed at the county's option, is required to provide any service defined in rule 5101:2-25-01 of the Administrative Code. A service plan is not required for information and referral services.

(L) Pursuant to section 42 U.S.C. 1397d(a)(9)(A) of the Social Security Act, providers excluded from medicare, medicaid and maternal and child health services participation are not eligible to receive Title XX funds either directly or indirectly. Neither the CDJFS nor providers of services

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under Title XX funding shall employ or contract with excluded individuals.

(M) Reimbursement is available for minor medical or remedial care only when the medical care is integral but subordinate to the provision of the social service to which the medical care is a part.

(N) Title XX funds may not be utilized for:

(1) Purchase or improvement of land, or the purchase, construction, or permanent improvement (other than minor remodeling) of any building or other facility.

(2) Provision of cash payments for cost of subsistence or for the provision of room and board (other than costs of subsistence during rehabilitation, room and board provided for a short term as an integral but subordinate part of a social service, or temporary emergency shelter provided as a protective service).

(3) Payment of the wages of any individual as a social service (other than payments of the wages of Ohio works first customers employed in the provision of child care services).

(4) Provision of medical care (other than family planning services, rehabilitation services or initial detoxification of an alcoholic or drug dependent individual) unless it is an integral but subordinate part of a social service for which grants may be used under 42 U.S.C. 1397d of the Social Security Act.

(5) Social services (except services to an alcoholic or drug dependent individual or rehabilitation services) provided in and by employees of any hospital, skilled nursing facility, intermediate care facility, or prison, to any individual living in such institution.

(6) Provision of any educational service which the state makes generally available to its residents without cost and without regard to their income.

(7) Any child care services unless such services meet applicable standards of state and local law.

(8) Provision of cash payments as a service, except as otherwise provided for in this rule.

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Enclosure 6

Ohio Administrative Code
Rule 5101:2-25-03 Title XX county profile.

Effective: February 7, 2022

(A) Each county department of job and family services (CDJFS) is to submit an annual "Title XX County Profile" into the federal reporting SSBG Title XX reporting system no later than June fifteenth. The county profile is to identify the Title XX social services to be provided during the upcoming federal fiscal year, October first to September thirtieth.

(B) The CDJFS can amend the profile report in the system no later than July fifteenth prior to the FFY for which it is effective. The CDJFS is to ensure the last amended profile be signed by the county commissioner or designee. The amended "Title XX County Profile" is to comply with the requirements of paragraph (C) of this rule and will take into consideration comments and recommendations received during the public hearing held in accordance with paragraph (D) of this rule.

(1) The CDJFS is to maintain the original and all amended county profile(s) with signature(s) of approval by the CDJFS' director and county commissioner(s) or designee, and the date and location of the public hearing pursuant to paragraphs (D) and (E) of this rule, on file to present at a state hearing upon request or in the event of an inquiry.

(2) Once the amended "Title XX County Profile" has been signed in accordance with paragraph (B)(1) of this rule, the CDJFS is to enter the amended "Title XX County Profile" within the federal reporting SSBG Title XX reporting system.

(C) The county profile shall include the services to be provided and for each service the estimated number of persons to be served or activities provided and estimated total expenditures including state, federal and local dollars. The county chooses the service(s) it wishes to offer from a catalogue of Title XX services listed on the county profile, but each profile shall include one or more services directed at one or more of the following five program goals. The count is to include primary consumers and individuals authorized to receive the service on behalf of a primary consumer. The five national goals for Title XX are:

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- (1) Achieving or maintaining economic self-support to prevent, reduce, or eliminate dependency.
 - (2) Achieving or maintaining self-sufficiency including reduction or prevention of dependency.
 - (3) Preventing or remedying neglect, abuse or exploitation of children or adults unable to protect their own interest or preserving, rehabilitating or reuniting families.
 - (4) Preventing or reducing inappropriate institutional care by providing for community-based care, home-based care or other forms of less intensive care.
 - (5) Securing referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutions.
- (D) The CDJFS planning committee designated by the county commissioners shall conduct a public hearing on the initial county profile prior to its publication and make a record of the proceedings from which a transcript can be made. Public hearings may be conducted virtually. A public notice of the hearing shall be published in one or more mediums: a newspaper of general circulation, radio, television, or agency's website before such hearing is held. Comments and recommendations received from the public, as a result of the hearing, should be taken into consideration for the final county profile.
- (E) Each CDJFS has the flexibility of doing a public hearing annually or biennially and shall forward electronically a summary of the comments made at the public hearing on the proposed county profile to ODJFS mailbox, JFC OFC_SSBG_Title_XX_County_Profile_Reports, by the end of May.
- (F) The only social services authorized for Title XX state and federal reimbursement are those which are included in the "Title XX County Profile" submitted within the federal reporting SSBG system and for which standard definitions have been published in the "Comprehensive Title XX Social Services Plan" (CTXXSSP).
- (1) Social services identified in the "Title XX County Profile" will comply with the definitions and

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requirements contained in rule 5101:2-25-01 of the Administrative Code.

(2) Any child care services provided will comply with the requirements set forth in Chapter 5101:2-16 of the Administrative Code.

(G) Each CDJFS may develop a "Title XX Local Needs Report" to substantiate the local county criteria utilized in the selection of Title XX services in the county profile. In the needs report, the CDJFS may address the local needs and Title XX services provided to resolve these needs. The provisions of such services shall be financially feasible. The following topics may be included in the "Title XX Needs Report":

(1) The statement of needs; this is a description of needs to be addressed by Title XX funded services. The CDJFS may choose to use in its description of needs any or all of the categorically grouped needs listed in this paragraph. The six groups of needs cover all Title XX reimbursable services.

(a) Abuse, neglect, exploitation.

(b) Family or individual health.

(c) Frail, impaired, elderly, handicapped.

(d) Unemployment, training, insufficient job skills.

(e) Family or individual dysfunction.

(f) Other.

(2) The needs assessment source; this is for the needs listed in paragraph (G)(1) of this rule. The source of the information utilized to determine selection of the Title XX services may be identified.

(3) The services needed in the county; this may specify which Title XX service(s) shall be utilized to meet the grouped needs listed in paragraph (G)(1) of this rule.

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(4) The population affected; this may identify the population group which is most in need of each service provided.

(5) The goal attainment; this is for each of the services offered, and shall specify which Title XX goal(s) described in section 5101.46 of the Revised Code will be achieved.

(H) If the CDJFS has developed a "Title XX Needs Report", the CDJFS shall:

(1) Make the "Title XX Needs Report" available for public review and comment.

(2) Submit electronically to ODJFS mailbox, JFC OFC_SSBG_Title_XX_County_Profile_Reports, one copy of the "Title XX Needs Report" with the county profile.

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Enclosure 7

Ohio Revised Code

Section 5101.46 Administering provision of social services funded through grants made under Title XX.

Effective: January 1, 2025

Legislation: House Bill 33

(A) As used in this section:

(1) "Title XX" means Title XX of the "Social Security Act," 88 Stat. 2337 (1974), 42 U.S.C.A. 1397, as amended.

(2) "Respective local agency" means, with respect to the department of job and family services and the department of children and youth, a county department of job and family services; with respect to the department of mental health and addiction services, a board of alcohol, drug addiction, and mental health services; and with respect to the department of developmental disabilities, a county board of developmental disabilities.

(3) "Federal poverty guidelines" means the poverty guidelines as revised annually by the United States department of health and human services in accordance with section 673(2) of the "Omnibus Budget Reconciliation Act of 1981," 95 Stat. 511, 42 U.S.C.A. 9902, as amended, for a family size equal to the size of the family of the person whose income is being determined.

(B) The departments of job and family services, children and youth, mental health, and developmental disabilities, with their respective local agencies, shall administer the provision of social services funded through grants made under Title XX. The social services furnished with Title XX funds shall be directed at the following goals:

(1) Achieving or maintaining economic self-support to prevent, reduce, or eliminate dependency;

(2) Achieving or maintaining self-sufficiency, including reduction or prevention of dependency;

(3) Preventing or remedying neglect, abuse, or exploitation of children and adults unable to protect their own interests, or preserving, rehabilitating, or reuniting families;

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- (4) Preventing or reducing inappropriate institutional care by providing for community-based care, home-based care, or other forms of less intensive care;
 - (5) Securing referral or admission for institutional care when other forms of care are not appropriate, or providing services to individuals in institutions.
- (C)(1) All federal funds received under Title XX shall be appropriated as follows:
- (a) Seventy-two and one-half per cent to the department of job and family services and the department of children and youth;
 - (b) Twelve and ninety-three one-hundredths per cent to the department of mental health and addiction services;
 - (c) Fourteen and fifty-seven one-hundredths per cent to the department of developmental disabilities.
- (2) Each of the state departments shall, subject to the approval of the controlling board, develop a formula for the distribution of the Title XX funds appropriated to the department to its respective local agencies. The formula developed by each state department shall take into account all of the following for each of its respective local agencies:
- (a) The total population of the area that is served by the respective local agency;
 - (b) The percentage of the population in the area served that falls below the federal poverty guidelines;
 - (c) The respective local agency's history of and ability to utilize Title XX funds.
- (3) Each of the state departments shall expend for state administrative costs not more than three per cent of the Title XX funds appropriated to the department.

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Each state department shall establish for each of its respective local agencies the maximum percentage of the Title XX funds distributed to the respective local agency that the respective local agency may expend for local administrative costs. The percentage shall be established by rule and shall comply with federal law governing the use of Title XX funds. The rules shall be adopted in accordance with section 111.15 of the Revised Code as if they were internal management rules.

(4) The department of job and family services and the department of children and youth, as applicable, shall expend for the training of the following not more than two per cent of the Title XX funds appropriated to the department:

- (a) Employees of county departments of job and family services;
- (b) Providers of services under contract with the state departments' respective local agencies;
- (c) Employees of a public children services agency directly engaged in providing Title XX services.

(5) Title XX funds distributed for the purpose of providing family planning services shall be distributed by the respective local agencies according to the same order of priority that applies to the department of job and family services under section 5101.101 of the Revised Code.

(D) The department of job and family services and the department of children and youth shall prepare an annual comprehensive Title XX social services plan on the intended use of Title XX funds. The departments shall develop a method for obtaining public comment during the development of the plan and following its completion.

For each federal fiscal year, the department of job and family services and the department of children and youth shall prepare a report on the actual use of Title XX funds. The department shall make the annual report available for public inspection.

The departments of mental health and addiction services and developmental disabilities shall prepare and submit to the department of job and family services the portions of each annual plan and report that apply to services for mental health and developmental disabilities. Each respective local agency of the three state departments shall submit information as necessary for the preparation of annual

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plans and reports.

(E) Each county department of job and family services shall adopt a county profile for the administration and provision of Title XX social services in the county. In developing its county profile, the county department shall take into consideration the comments and recommendations received from the public by the county family services planning committee pursuant to section 329.06 of the Revised Code. As part of its preparation of the county profile, the county department may prepare a local needs report analyzing the need for Title XX social services.

The county department shall submit the county profile to the board of county commissioners for its review. Once the county profile has been approved by the board, the county department shall file a copy of the county profile with the department of job and family services. The department shall approve the county profile if the department determines the profile provides for the Title XX social services to meet the goals specified in division (B) of this section.

(F) Any of the three state departments and their respective local agencies may require that an entity under contract to provide social services with Title XX funds submit to an audit on the basis of alleged misuse or improper accounting of funds. If an audit is required, the social services provider shall reimburse the state department or respective local agency for the cost it incurred in conducting the audit or having the audit conducted.

If an audit demonstrates that a social services provider is responsible for one or more adverse findings, the provider shall reimburse the appropriate state department or its respective local agency the amount of the adverse findings. The amount shall not be reimbursed with Title XX funds received under this section. The three state departments and their respective local agencies may terminate or refuse to enter into a Title XX contract with a social services provider if there are adverse findings in an audit that are the responsibility of the provider.

(G) Except with respect to the matters for which each of the state departments must adopt rules under division (C)(3) of this section, the department of job and family services and the department of children and youth may adopt any rules they consider necessary to implement and carry out the purposes of this section. Rules governing financial and operational matters of the departments or matters between the departments and county departments of job and family services shall be adopted

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as internal management rules in accordance with section 111.15 of the Revised Code. Rules governing eligibility for services, program participation, and other matters pertaining to applicants and participants shall be adopted in accordance with Chapter 119. of the Revised Code.

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
David A. Lawrence, Yea

* * *

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RESOLUTION NO. 25-254:

Personnel Actions – Human Services

The Board of County Commissioners hereby approves the following personnel actions:

June 11, 2025

HUMAN SERVICES PERSONNEL ACTIONS

Children Services Department

Children Services Caseworker I to Children Services Caseworker II
Nichole Moots (Promotion) – Effective April 12, 2025

Children Services Caseworker II
Janelle Maginnis (Appointment) – Effective April 14, 2025

Children Services Student Intern
Dirk Osborne (Appointment) – Effective May 5, 2025

Children Services Caseworker II
Madison Spain (Resignation) – Effective June 2, 2025

Children Services Caseworker I
Madison Hayes (Appointment) – Effective June 9, 2025

Public Assistance/Workforce Department

PA/Workforce Case Manager
Ruth Snare (Resignation) – Effective April 17, 2025

PA/Workforce Case Manager
Megan Baker (Appointment) – Effective May 12, 2025

PA/Workforce Case Manager
Jaderyn Combs (Resignation) – Effective May 16, 2025

C.J. 2025
25-254
Date 6/11/2025

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
David A. Lawrence, Yea

* * *

Sue Ware and Janell Alexander left at this time.

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RESOLUTION NO. 25-255:

Disposal Form, Dell PC & iPad – Auditor

The Board of County Commissioners hereby approves the Disposal Form, Dell PC & iPad.

County Property Disposal Form

Department Submitting: Auditors Office

*Equipment Designation Options: (1) Destroy/Recycle, (2) Public Auction, (3) Sale, (4) Trade, (5) *Transferred to other County Dept.*

**If the item is being transferred, please complete the "New Location" column with the name of the Department that is receiving the item.*

Tag #	Short Description of Equipment	Disposition #	New Location	Date	Est. Value
26930	Dell PC	1		06/03/25	\$0
27624	iPad (2017)	1		06/03/25	\$0

Wade Branstiter
(Signature of Submitter)

C.J. 2025
Date 07/11/2025

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
David A. Lawrence, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025

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RESOLUTION NO. 25-257:

Participation Payment – Claibourne Township – Snediker Road & Landon Road Culvert Replacement – Engineer

The Board of County Commissioners hereby approves the Participation Payment – Claibourne Township – Snediker Road & Landon Road Culvert Replacement.

RESOLUTION

To The Union County Engineer

BE IT RESOLVED this 21st day of May, 2025, by the trustees of Claibourne township of Union County, Ohio that the Union County Engineer has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
TR 279	A	Snediker Road – SLM 0.627	Culvert Replacement	\$ 31,553.00
TR 355		Landon Road – SLM 1.438	Culvert Replacement	\$ 11,748.91
TOTAL				\$43,301.91

NOW, THEREFORE, we hereby approve the estimates as submitted by the Union County Engineer and authorize the Union County Engineer to undertake and perform the above work.

TRUSTEE WILEY moved and TRUSTEE CONVERSE seconded the adoption of this resolution.

Roll Call Vote:

[Signature] yes
[Signature] yes
[Signature] yes

I, MARY LU SWARTZ, Fiscal Officer of CLAIBOURNE TOWNSHIP of Union County, Ohio, hereby certify that the funds required to pay the costs expressed above have been lawfully appropriated, are in the Gas Tax Fund, Motor Vehicle License Fee Fund or Road and Bridge Fund, or are in the process of collection, and are free from previous obligation.

May 21, 2025 Date: [Signature] Fiscal Officer

C.J. 2025
Date 6/11/2025

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
David A. Lawrence, Yea

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RESOLUTION NO. 25-258:

Payment of Bills

The Board of County Commissioners approved the payment of regular purchase order bills and the “then and now” bills submitted over \$50,000.00 for the week of June 9, 2025.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Dept
8527	THE OHIO STATE UNIV	06112025	CI-00347480	20250861	67,013.75	Pending approval 412

Add Desc: 2nd Qtr Contribution - OSU Extension


 Commissioners 6/11/2025

C.I. 2025
 25-258
 Date 6/11/2025

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
 Tom McCarthy, Yea
 David A. Lawrence, Yea

* * *

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ADMINISTRATOR ACTION NO. 25-072A:

Agreement for Title IV-E Agencies Agreement Between Union County Department of Job and Family Services and Keeping Kids Safe, Inc.

County Administrator Bill Narducci approved the Agreement for Title IV-E Agencies Agreement Between Union County Job and Family Services and Keeping Kids Safe, Inc.

Ohio Department of Children and Youth

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

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

This Agreement is between Union County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Union County Department of Job and Family Services
940 London Ave Ste 1800
Marysville, OH 43040

and

Keeping Kids Safe, Inc., hereinafter "Provider", whose address is:

Keeping Kids Safe, Inc.
417 N Main St
Findlay, OH 45840

Collectively the "Parties".

C.J. 2025
25-072A
Date 6/11/2025

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **05/20/2025** through **12/31/2025**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Contract ID: 19490582
Union County Department of Job and Family Services / Keeping Kids Safe, Inc.

05/20/2025 - 12/31/2025
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Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTS) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

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

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

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

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

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- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (DCY 5101:2-7-14, 5101:2-9-23, ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).
- Emergency situations include but are not limited to the following:
1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

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- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age fourteen (14) and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close, no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of

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4. psychotropic medication and its ongoing management; and
 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule violation.
 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

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H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.

I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

J. The Agency represents:

1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:

1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
2. Billing date and the billing period.
3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
4. Admission date and discharge date, if available.
5. Agreed upon per diem for maintenance and the agreed per diem administration; and
6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.

B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

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- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$48,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
1. Improper or inappropriate activities;
 2. Loss of required licenses;
 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 4. Unethical business practices or procedures; and
 5. Any other event that Agency deems harmful to the well-being of a child; or
 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to,

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financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

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1. Ensure the security and confidentiality of data;
2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI: PROVIDER ASSURANCES AND CERTIFICATIONS

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

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.

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

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 4. DCY 02911 Single Cost Report Instructions.
 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ATTACHMENTS/ADDENDA

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

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Article XVI. NOTICE

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

if to Agency, to Union County Department of Job and Family Services
940 London Ave Ste 1800
Marysville, OH 43040

if to Provider, to Keeping Kids Safe, Inc.
417 N Main St
Findlay, OH 45840

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The

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Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

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

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limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or, continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

Contract ID: 19490582
 Union County Department of Job and Family Services / Keeping Kids Safe, Inc.

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- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
 4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years

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immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the

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Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

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electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

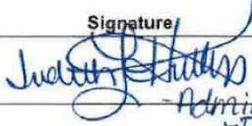
Article XXXIII. APPLICABLE LAW AND VENUE

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

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SIGNATURES OF PARTIES:

Provider: Keeping Kids Safe, Inc.

Print Name & Title	Signature	Date
Judith L Hutton, LSW	 Admin + Pres.	5/29/25

Agency: Union County Department of Job and Family Services

Print Name & Title	Signature	Date
Sue Ware, Human Services Director		6/5/25

Additional Signatures

Print Name & Title	Signature	Date
Samantha M. Hobbs, Asst. Pros. Atty	 <small>Digitally signed by Samantha M. Hobbs Date: 2025.05.27 15:54:57 -0400'</small>	
Bill Narducci, County Administrator		6-10-25

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
Agency: Union County Department of Job and Family Services
Provider / ID: Keeping Kids Safe, Inc. / 8386117

Run Date: 05/21/2025
Contract Period: 05/20/2025 - 12/31/2025

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Independent Living Home - Boys (20812)	4017663		\$215.00	\$25.00							\$240.00	05/20/2025	12/31/2025

*
*
*

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ADMINISTRATOR ACTION NO. 25-073A:

Agreement for Title IV-E Agencies Agreement Between Union County Department of Job and Family Services and Specialized Alternatives for Families & Youth of Ohio, Inc. (SAFY)

County Administrator Bill Narducci approved the Agreement for Title IV-E Agencies Agreement Between Union County Department of Job and Family Services and Specialized Alternatives for Families & Youth of Ohio, Inc. (SAFY).

Ohio Department of Children and Youth

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

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

This Agreement is between Union County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Union County Department of Job and Family Services
940 London Ave Ste 1800
Marysville, OH 43040

and

Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY), hereinafter "Provider", whose address is:

Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)
1340 N Fairfield Rd
Beavercreek, OH 45432

Collectively the "Parties".

C.J. 2025
25-073A
Date 6/11/2025

Contract ID: 19487182

Union County Department of Job and Family Services / Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)

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Contract ID: 19487182

Union County Department of Job and Family Services / Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2025** through **12/31/2025**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

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competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101.2-1-01](#) and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

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

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be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([DCY 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).
- Emergency situations include but are not limited to the following:
1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited

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to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.

- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program ([OAC 5101.2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123-2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101.2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101.2-42-19](#) for all children age fourteen (14) and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101.2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101.2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101.2-5-33](#), [OAC 5101.2-9-02](#) or [OAC 5101.2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.

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- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101-2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule violation.
 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

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

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ordered by a court of competent jurisdiction.

- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$40,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency

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may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.

- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.

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- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
1. Improper or inappropriate activities;
 2. Loss of required licenses;
 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 4. Unethical business practices or procedures; and
 5. Any other event that Agency deems harmful to the well-being of a child; or
 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.

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2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent

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- means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license,

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- certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
 - J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
 - K. Provider further agrees to comply with [OAC 5101.9-2-01](#) and [OAC 5101.9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
 - L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
 - M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
 - O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101.9-4-07](#) and [OAC 5101.2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC](#)

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- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities"
 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 4. DCY 02911 Single Cost Report Instructions.
 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ATTACHMENTS/ADDENDA

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

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prospective in nature.

Article XVI. NOTICE

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

if to Agency, to Union County Department of Job and Family Services
940 London Ave Ste 1800
Marysville, OH 43040

if to Provider, to Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)
1340 N Fairfield Rd
Beavercreek, OH 45432

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

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

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county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees' "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and

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8. Drop down feature.

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

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

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12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101.2-5, 5101.2-7, 5101.2-9, 5101.2-48](#).
 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101.2-5, 5101.2-7, 5101.2-9 and 5101.2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.

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2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101.2-07-02\(I\)](#) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101.2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101.2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101.2-7-09](#), [OAC 5101.2-9-21](#), and [OAC 5101.2-9-22](#).

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring

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Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123, and 3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

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Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

Article XXXIII. APPLICABLE LAW AND VENUE

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

Contract ID: 19487182

Union County Department of Job and Family Services / Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)

04/01/2025 -
12/31/2025

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UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

SIGNATURES OF PARTIES:

Provider: Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)

Print Name & Title	Signature	Date
Tonya Brooks-Thomas, Senior Executive Director		5/12/2025

Agency: Union County Department of Job and Family Services

Print Name & Title	Signature	Date
Sue Ware, Human Services Director		5/26/25

Additional Signatures

Print Name & Title	Signature	Date
Bill Narducci, County Administrator		6-10-25
Samantha M. Hobbs, Asst. Prosec. Atty	 <small>Digitally signed by Samantha M. Hobbs Date: 2025.05.07 11:50:32 -0400</small>	

Contract ID: 19487182

Union County Department of Job and Family Services / Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY)

04/01/2025 -
12/31/2025

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Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Union County Department of Job and Family Services
Provider / ID: Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY) / 24288

Run Date: 05/07/2025
Contract Period: 04/01/2025 - 12/31/2025

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Exceptional Foster Care (30115)-Excpt Need	107969			\$62.87	\$57.00							\$119.87	04/01/2025	12/31/2025
Exceptional Foster Care (30115)-FFH	6917663			\$62.87	\$57.00							\$119.87	04/01/2025	12/31/2025
Intensive Foster Care (30116)-Excpt Need	107970			\$88.00	\$68.00							\$156.00	04/01/2025	12/31/2025
Intensive Foster Care (30116)-FFH	6915664			\$88.00	\$68.00							\$156.00	04/01/2025	12/31/2025
Specialized Foster Care (30114)-FFH	6915663			\$55.40	\$52.00							\$107.40	04/01/2025	12/31/2025
Specialized Foster Care(30114)-Spec Need	107968			\$55.40	\$52.00							\$107.40	04/01/2025	12/31/2025
Traditional Foster Care (30216)-FFH	107967			\$44.06	\$47.00							\$91.06	04/01/2025	12/31/2025

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UNION COUNTY COMMISSIONERS JOURNAL 2025

June 11, 2025

ADMINISTRATOR ACTION NO. 25-074A:

Payment of Bills

County Administrator William Narducci approved the payment of regular purchase order bills and the “then and now” bills submitted for the week of June 9, 2025.

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
7406	AMAZON CAPITAL	061125	1KVN-CWRH-73GQ	20253755	9.35	Pending approval	422
35	BOB CHAPMAN FORD INC	061125	608607B	20250225	10.00	Pending approval	438
35	BOB CHAPMAN FORD INC	061125	608374	20250225	10.00	Pending approval	438
960	BISHOP, ANDREW	061125	214884	20253785	12.49	Pending approval	404
7311	TAYLOR, JOHN K.	061125	14411	20253828	15.70	Pending approval	422
3052	KITCHEN, SHARON	061125	06.2025 AA	20253211	17.70	Pending approval	420
6354	KRAMER ENTERPRISES,	061125	126525	20250497	20.74	Pending approval	422
521	MASI	061125	5210182	20250493	21.95	Pending approval	422
5248	GUARDIAN MEDICAL MON	061125	35414	20253825	25.00	Pending approval	420
52	DAYTON POWER & LIGHT	061125	6/2 Scottslawn	20253820	25.52	Pending approval	422
521	MASI	061125	5210281	20250493	26.30	Pending approval	422
521	MASI	061125	5210098	20250493	26.30	Pending approval	422
1414	TREASURER STATE OH	61125	25RC00479	20253449	30.00	Pending approval	414
4068	AGILE NETWORKS	061125	678494	20250401	31.00	Pending approval	438
4068	AGILE NETWORKS	061125	678495	20250401	31.00	Pending approval	438
8322	VERIZON CONNECT FLEE	061125	55607000071216	20250502	34.90	Pending approval	422
3449	SHERMAN, SHANNON K &	061125	06.2025 AA	20253798	35.40	Pending approval	420
3711	RIFFLARD, JOHNNY & A	061125	06.2025 AA	20253795	35.40	Pending approval	420
6066	HOSTETLER, SHELLIE	061125	06.2025 AA	20253788	35.40	Pending approval	420
4356	KONICA MINOLTA BUSIN	061125	502351466	20250468	37.40	Pending approval	422
4356	KONICA MINOLTA BUSIN	061125	502352014	20250468	37.40	Pending approval	422
521	MASI	061125	5210496	20250493	38.60	Pending approval	422
7406	AMAZON CAPITAL	061125	1XJX-L6N7-4XRX	20253756	38.92	Pending approval	422
694	ZACHARIAS, KIM	061125	2025PG008	20246204	41.74	Pending approval	426
52	DAYTON POWER & LIGHT	06112025	215064	20250855	42.42	Pending approval	470
2733	GAYLORD BROTHERS	06112025	2910860 1	20251288	45.96	Pending approval	412
39	COLUMBIA GAS OHIO IN	060425	17070	20250300	51.00	Pending approval	410
2108	QUENCH USA, INC.	060425	INV08784126-1	20250898	51.98	Pending approval	470
521	MASI	061125	5220092	20250493	52.60	Pending approval	422
177	UNION RURAL ELECTRIC	061125	Inskeep May25	20250481	53.09	Pending approval	422
8449	AUNALYTICS, INC.	061125	30031767	20250316	56.70	Pending approval	404
7618	VANCO PAYMENT SOLUTI	061125	15405582	20250494	57.85	Pending approval	422
177	UNION RURAL ELECTRIC	061125	Warner May25	20250481	59.00	Pending approval	422
17	VILLAGE OF RICHWOOD	061125	6/5 5-0126-00	20250482	60.47	Pending approval	422
521	MASI	061125	5220200	20250493	60.55	Pending approval	422
177	UNION RURAL ELECTRIC	061125	Bear Swamp May25	20250498	62.00	Pending approval	422
6354	KRAMER ENTERPRISES,	061125	126526	20250479	62.44	Pending approval	422
122	MARYSVILLE PRINTING	061125	564038	20253803	63.08	Pending approval	438
7406	AMAZON CAPITAL	061125	1YQ4-9H43-4LV3	20253834	64.29	Pending approval	422
35	BOB CHAPMAN FORD INC	061125	608607	20248031	64.99	Pending approval	438
35	BOB CHAPMAN FORD INC	061125	608374B	20247992	64.99	Pending approval	438
7982	TLC DRY CLEANING	061125	1F0FA9	20250264	65.00	Pending approval	438
2733	GAYLORD BROTHERS	06112025	2910860	20247440	71.39	Pending approval	412
177	UNION RURAL ELECTRIC	061125	Fedex May25	20250481	72.00	Pending approval	422
8419	WESLEY, AMY	061125	060925	20253891	76.15	Pending approval	404
177	UNION RURAL ELECTRIC	061125	Mitch Dewitt May25	20250481	82.00	Pending approval	422
1522	CENTURYLINK	061125	736857321	20253778	82.16	Pending approval	420
694	ZACHARIAS, KIM	061125	2025pg005 hring not	20246204	84.64	Pending approval	426
9669	JEREMY E. RINEHART	061125	06.2025 AA	20253796	85.40	Pending approval	420
1484	KLEIBER, JON	061125	2025PG007	20247002	86.96	Pending approval	426
6047	PLOTNER HARDWARE LLC	061125	May25	20253763	93.88	Pending approval	422
146	PITNEY BOWES	061125	3320823147	20250138	95.91	Pending approval	438
52	DAYTON POWER & LIGHT	061125	5/29 Axe-Handle	20250480	97.77	Pending approval	422

UNION COUNTY COMMISSIONERS JOURNAL 2025

June 11, 2025

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
5992	OCCA	61125	215113	20253853	99.00	Pending approval	414
521	MASI	061125	5210265	20250493	99.15	Pending approval	422
2683	OARNET	061125	CI-00349145	20250405	100.00	Pending approval	438
833	VERIZON WIRELESS GRE	061125	6114357051	20250306	100.33	Pending approval	438
119	MARYSVILLE JOURNAL	06112025	215055	20250877	105.00	Pending approval	412
1299	APCO INC	061125	1190221	20253769	108.00	Pending approval	438
1380	UCO INDUSTRIES	061125	23599	20250506	110.00	Pending approval	422
521	MASI	061125	5220300	20250493	115.80	Pending approval	422
6853	PEACOCK WATER	61125	214973	20250952	118.20	Pending approval	414
8322	VERIZON CONNECT FLEE	061125	Eng607000071216	20250470	123.75	Pending approval	422
3361	TREASURER OF STATE	061125	2025TWDYSNMY-D3U00D	20252601	125.00	Pending approval	446
122	MARYSVILLE PRINTING	061125	56403	20250129	126.15	Pending approval	438
8214	CRONK, SAM	061125	May25	20253860	144.00	Pending approval	422
39	COLUMBIA GAS OHIO IN	06112025	215054	20250853	149.26	Pending approval	470
7344	BEIGHTLER, ROBERT E.	061125	214873	20250410	150.00	Pending approval	438
4865	KELLER, LINDSEY	061125	May 2025	20253821	156.02	Pending approval	426
23	TIME WARNER COMMUNIC	061125	6707052725	20250487	159.99	Pending approval	422
8322	VERIZON CONNECT FLEE	061125	Bldg607000071216	20250503	160.05	Pending approval	422
119	MARYSVILLE JOURNAL	061125	6/12/25-6/11/26 subs	20253774	163.84	Pending approval	420
833	VERIZON WIRELESS GRE	060425	6114038266	20250271	170.10	Pending approval	422
139	OHIO EDISON COMPANY	061125	6/3 Tawa	20250495	170.35	Pending approval	422
7406	AMAZON CAPITAL	061125	1VM7-7NPG-VMXX	20253813	171.88	Pending approval	422
1574	TERMINAL SUPPLY CO.	061125	98966-00	20253816	178.64	Pending approval	422
177	UNION RURAL ELECTRIC	061125	MOps May25	20250481	180.50	Pending approval	422
4260	WORKFORCE PAYHUB	061125	PA00086504	20250474	181.30	Pending approval	422
9080	CONTINENTAL BROADBAN	061125	INV-749745	20250317	194.40	Pending approval	404
139	OHIO EDISON COMPANY	061125	6/4 Beatty	20250484	198.12	Pending approval	422
9254	KRAMER, JULIE M	061125	incentives, 2025	20253773	200.00	Pending approval	420
521	MASI	061125	5220220	20250493	221.80	Pending approval	422
8151	K & M TIRE INC	061125	150016095	20253814	225.00	Pending approval	422
177	UNION RURAL ELECTRIC	061125	Crottinger May25	20250498	228.00	Pending approval	422
8763	GRIGGS, GORDON	061125	959	20253874	231.13	Pending approval	438
9	AQUA SCIENCE INC	06112025	154443	20250894	244.96	Pending approval	470
9153	MACK, JARROD	061125	06.2025 AA	20253792	247.80	Pending approval	420
697	VANCE, SCOTT	061125	06.2025 AA	20253782	250.00	Pending approval	420
4356	KONICA MINOLTA BUSIN	061125	502351827	20250467	266.20	Pending approval	422
8151	K & M TIRE INC	061125	150018506	20253849	266.88	Pending approval	422
1127	QUILL CORPORATION	061125	44208062	20250132	268.23	Pending approval	438
177	UNION RURAL ELECTRIC	061125	Darby Meadows May25	20250498	275.00	Pending approval	422
3862	ADAMS, ROBERT	061125	06.2025 AA	20253786	281.43	Pending approval	420
8092	REYNOLDS, RIDINA	061125	06.2025 AA	20253794	281.43	Pending approval	420
10198	WHARTON, KOTA	061125	INV-341	20252450	300.00	Pending approval	422
3441	KLINKER, DAVID E.	061125	06.2025 AA	20253791	300.90	Pending approval	420
100	SOUTHEASTERN EQUIPME	061125	C81288	20253806	308.95	Pending approval	422
8818	CHAIN, ASHLEY B	06112025	1769	20247821	325.00	Pending approval	416
9831	LANGHALS, MATTHEW	61125	6862	20253855	340.00	Pending approval	414
177	UNION RURAL ELECTRIC	061125	Parrott May25	20250498	347.00	Pending approval	422
6354	KRAMER ENTERPRISES,	061125	126524	20250479	364.62	Pending approval	422
833	VERIZON WIRELESS GRE	06112025	6114302421	20250935	369.97	Pending approval	470
8348	ADDY SYSTEMS LLC	061125	INVTT2522	20253822	431.46	Pending approval	438
119	MARYSVILLE JOURNAL	061125	41073	20253776	454.00	Pending approval	420
5178	OFFICE CITY EXPRESS	061125	093423-00	20247009	459.90	Pending approval	426
1299	APCO INC	061125	4771	20253770	475.00	Pending approval	438

UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
100812	DYAS, CHARLES	61125	13	20250945	500.00	Pending approval	414
8449	AUNALYTICS, INC.	061125	30031770	20250403	512.00	Pending approval	438
4878	PRICE FARMS ORGANICS	061125	April/May25	20253854	592.50	Pending approval	422
833	VERIZON WIRELESS GRE	061125	6114445593	20250306	597.47	Pending approval	438
4068	AGILE NETWORKS	061125	678492	20250308	600.00	Pending approval	404
10203	MCCARTHY, THOMAS	06112025	215172	20253735	640.40	Pending approval	412
1274	KLEIBER, TAMMY	06112025	215075	20250889	667.75	Pending approval	412
9272	OHIO TRANSLATION SER	061125	20250525 partial	20247451	730.00	Pending approval	426
9859	TYLER TECHNOLOGIES I	061125	130-156889	20234775	735.00	Pending approval	438
4068	AGILE NETWORKS	061125	678493	20250401	760.00	Pending approval	438
8186	HARR, MINDY	061125	06.2025 AA	20253787	761.10	Pending approval	420
10198	WHARTON, KOTA	061125	INV-339	20252450	788.80	Pending approval	422
9077	PETTINGELL, KIM	061125	06.2025 AA	20253793	791.19	Pending approval	420
1431	UNION COUNTY SHERIFF	061125	214844	20253751	800.00	Pending approval	438
6813	BLUE, ESQ.,ROBERT M.	61125	214974	20250954	800.00	Pending approval	414
10234	CLUM, NICHOLE	061125	5.29.2025 event PCSA	20253780	856.75	Pending approval	420
177	UNION RURAL ELECTRIC	061125	Raymond May25	20250498	861.67	Pending approval	422
98	ELLERS HEATING & COO	061125	June25	20253811	908.00	Pending approval	422
8322	VERIZON CONNECT FLEE	061125	Roads607000071216	20250477	1,003.95	Pending approval	422
1338	GRAPHIC STITCH INC	060425	47246	20253616	1,014.80	Pending approval	472
4433	GREAT AMERICA LEASIN	061125	39285559	20251586	1,061.46	Pending approval	426
1320	OCCUPATIONAL HEALTH	061125	42366	20250413	1,070.00	Pending approval	438
1612	BOGGS, ALISON	06112025	215076	20250887	1,125.00	Pending approval	412
8295	SEDGWICK CLAIMS	06112025	420006187497	20250915	1,175.00	Pending approval	470
177	UNION RURAL ELECTRIC	061125	Millcreek May25	20250498	1,314.00	Pending approval	422
9272	OHIO TRANSLATION SER	061125	balance of 20250525	20253757	1,360.00	Pending approval	426
3298	DINSMORE & SHOHL LLP	061125	060525	20253861	1,500.00	Pending approval	404
7259	SPEAKWRITE LLC	061125	e241964b	20253777	1,678.44	Pending approval	420
4480	THE SEED CENTER	061125	56631	20253639	1,700.00	Pending approval	422
7406	AMAZON CAPITAL	061125	1DXP-TWCF-MJ34	20253781	1,768.05	Pending approval	420
1724	SHI	61125	19760044	20252843	1,773.20	Pending approval	414
2566	WASHINGTON AUTO PART	061125	May25	20250476	2,158.83	Pending approval	422
451	SMART OIL COMPANY	061125	101705	20250486	2,265.00	Pending approval	422
451	SMART OIL COMPANY	061125	101703	20250486	2,272.50	Pending approval	422
7810	RUST, SHANNON	061125	June 86	20252209	2,302.50	Pending approval	426
39	COLUMBIA GAS OHIO IN	06112025	215052	20250853	2,427.22	Pending approval	470
18	VANCE'S SHOOTERS SUP	061125	1210464-IN	20246378	2,477.48	Pending approval	438
7944	LYON, DIANA	061125	23068623	20253444	2,500.00	Pending approval	438
8832	PRIME CONSTRUCTION M	061125	22465-17-03	20253754	2,675.75	Pending approval	422
557	SHELLY MATERIALS INC	061125	2774245	20253872	2,737.69	Pending approval	422
52	DAYTON POWER & LIGHT	060425	AES_2820.68	20250855	2,820.68	Pending approval	470
8832	PRIME CONSTRUCTION M	061125	22465-17-04	20253752	3,096.25	Pending approval	422
9259	H H HAUSER INVESTMEN	061125	RO #44773	20253779	3,328.99	Pending approval	420
2089	VRI	061125	5/2025	20253823	3,876.00	Pending approval	420
8449	AUNALYTICS, INC.	061125	30031768/30031769	20253797	4,752.53	Pending approval	404
5114	OSBURN ASSOCIATES IN	061125	INV11761	20253024	4,936.20	Pending approval	422
3616	FORTIS COLLEGE-COLUM	061125	SHA0425	20253775	5,395.00	Pending approval	420
451	SMART OIL COMPANY	061125	101704	20250486	5,450.00	Pending approval	422
371	WARNER'S LIQUID WAST	061125	ENV267	20250499	6,090.00	Pending approval	422
4472	CAREGIVER USA CORP	061125	1031-33	20253824	6,889.75	Pending approval	420
10002	CHESAR, RICHARD	061125	2024-008	20250302	7,575.00	Pending approval	438
8577	SAFEBUILT OHIO LLC	061125	1828476	20253841	10,111.36	Pending approval	422
8365	DARTPOINTS	061125	144637	20247913	11,959.57	Pending approval	404

UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
557	SHELLY MATERIALS INC	061125	2773088	20253870	13,219.36	Pending approval	422
10150	CRAFICO, INC.	061125	9403417393	20252664	27,072.00	Pending approval	422
2576	PERRAM ELECTRIC, INC	061125	004	20253857	27,815.34	Pending approval	422
8832	PRIME CONSTRUCTION M	061125	22465-17-02	20253753	32,065.00	Pending approval	422
131	OHIO CAT	061125	550100017677	20253174	33,757.62	Pending approval	422
557	SHELLY MATERIALS INC	061125	2773007	20253817	40,190.59	Pending approval	422
2167	FABER,KEITH	061125	Bill0000000358361	20253768	49,548.50	Pending approval	404



Administrator

6-11-25
6/11/2025

C.J. 2025
25-DIQA
Date 6/11/2025

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

ADMINISTRATOR ACTION NO. 25-075A:

Transfer of Appropriations and/or Funds

County Administrator William Narducci approved the following transfers of appropriations and/or funds:

JOURNAL	LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
234	1	06/06/2025	transfer	06/06/2025	Pending approval	Michelle	25002200	520100		CDL training	06/06/2025	D	\$17,000.00
234	2	06/06/2025	transfer	06/06/2025	Pending approval	Michelle	25002200	550100		CDL training	06/06/2025	I	\$17,000.00

ADD'L DESC: Re-align appropriations in M&G to match future expenditures

JOURNAL	LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
180	1	06/04/2025	LEL CHESAR	06/04/2025	Pending approval	Barbara	20943808	530350		From Unencumbered Funds	06/04/2025	I	\$35,000.00

ADD'L DESC: Transfer from unencumbered funds to Professional Services to cover Law Enforcement Liaison invoices for the second half of 2025



Administrator

6-11-25
6/11/2025

C.J. 2025
25-075A
Date 6/11/2025

UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

TRANSFER FORM

6/11 Wednesday (Due to Auditor by noon Monday)

Department: Human Services Date: 6/5/2025

RESOLUTION RE: TRANSFER OF FUNDS

A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From:	<u>PCSA</u>	<u>36542008</u>	<u>Foster Care</u>	<u>Exp</u>	<u>530670</u>	
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	<u>Nursing</u>	<u>9130H025</u>	<u>Foster Care Assessment</u>	<u>Rev</u>	<u>428020</u>	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	\$		15.00	

From:	_____	_____	_____	<u>Exp</u>	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	_____	_____	_____	<u>Rev</u>	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$				

From:	_____	_____	_____	<u>Exp</u>	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	_____	_____	_____	<u>Rev</u>	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$				

From:	_____	_____	_____	<u>Exp</u>	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	_____	_____	_____	<u>Rev</u>	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$				

Reason for Request:			
6/1/2025	May '25 Foster Exams	\$ 15.00	Transfers total:
		\$ -	\$ 15.00
		\$ -	
		\$ -	

Approved by Administrator WAN

Roll call vote resulted as follows:

cc: Auditor

Steve Robinson _____
Thomas A. McCarthy _____
Dave Lawrence _____

C.J.: _____
Date: _____

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders):

Auditor's Office Approval

Jackie Hites
6/5/25

UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

TRANSFER FORM

_____ Wednesday (Due to the Auditor by noon Monday)

Department: Mental Health and Recovery Board Date: June 6, 2025

RESOLUTION RE: TRANSFER OF FUNDS

A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From: <u>Mental Health & Recovery Board</u>	<u>310MH200</u>	<u>Contracts/Agencies</u>	<u>Exp</u>	<u>530100</u>	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: <u>General</u>	<u>04380000</u>	<u>Sheriff's Fees</u>	<u>Rev</u>	<u>420104</u>	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	<u>30.50</u>			

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

Reason for Request:
 Reimburse fees for on duty deputy and cruiser use for a patient transport to Dublin Springs, 7625 Hospital Drive, Dublin, Ohio 43016, on Friday, June 6, 2025.
 Deputy Rachel Snyder was on duty and completed this transport.
 Invoice #2025-66

Approved by Administrator WAN

Roll call vote resulted as follows:

cc: Auditor
Originator
Resolution File

Steve Robinson _____
Tom McCarthy _____
Dave Lawrence _____

C.J. _____, Page _____
Date: _____

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): _____

UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

TRANSFER FORM

_____ Wednesday (Due to the Auditor by noon Monday)

Department: Engineer Date: 06/04/2025

RESOLUTION RE: TRANSFER OF FUNDS

A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From:	<u>Building Dept</u>	<u>65142208</u>	<u>Contract Services</u>	<u>Exp</u>	<u>530100</u>	
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	<u>M&G Fund</u>	<u>25042200</u>	<u>Office Reimbursement</u>	<u>Rev</u>	<u>480136</u>	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	<u>94.42</u>			

460138

From:	_____	_____	_____	<u>Exp</u>	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	_____	_____	_____	<u>Rev</u>	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	_____			

From:	_____	_____	_____	<u>Exp</u>	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	_____	_____	_____	<u>Rev</u>	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	_____			

From:	_____	_____	_____	<u>Exp</u>	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	_____	_____	_____	<u>Rev</u>	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	_____			

Reason for Request:
Mechanic service work 03/03/2025 - invoice #727 for \$94.42

Approved by Administrator WAA

Roll call vote resulted as follows:

cc: Auditor
Originator
Resolution File

Steve Robinson _____
Tom McCarthy _____
Dave Lawrence _____

C.J. _____, Page _____
Date: _____

REQUESTER ACKNOWLEDGEMENT: *I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders):* MA

revised 1/2/2025

Auditor's Office Approval [Signature] 6/5/25

UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

TRANSFER FORM

_____ Wednesday (Due to the Auditor by noon Monday)

Department: Engineer Date: 06/04/2025

RESOLUTION RE: TRANSFER OF FUNDS

A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From: <u>Sanitary Sewer</u>	<u>60142208</u>	<u>Contract Services</u>	<u>Exp</u>	<u>530100</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
To: <u>M&G Fund</u>	<u>25042200</u>	<u>Office Reimbursement</u>	<u>Rev</u>	<u>480136</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	<u>305.18</u>			

480136

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

Reason for Request:

Mechanic service work 3/13/2025 - Invoice #731 for \$106.79

Mechanic service work 3/28/2025 - Invoice #733 for \$188.39

Approved by Administrator WAW

Roll call vote resulted as follows:

cc: Auditor
Originator
Resolution File

Steve Robinson _____
Tom McCarthy _____
Dave Lawrence _____

C.J. _____ Page _____

Date: _____

REQUESTER ACKNOWLEDGEMENT: *I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders):* MA

revised 1/2/2025

Auditor's Office Approval

UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

TRANSFER FORM

_____ Wednesday (Due to the Auditor by noon Monday)

Department: Union County Engineer Date: June 5, 2025

RESOLUTION RE: TRANSFER OF FUNDS

A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From: <u>Road and Bridge</u>	<u>25242208</u>	<u>Sheriff's Deputy</u>	<u>Exp</u>	<u>510150</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
To: <u>Rotary</u>	<u>20943808</u>	<u>Scales</u>	<u>Rev</u>	<u>420120</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	<u>795.78</u>			

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

Reason for Request:
Reimbursement request for overtime wages and fringe benefits for Deputy Pete Lenhardt while working Commercial Vehicle Enforcement.
Deputy Lenhardt worked on Friday, May 16, 2025, 1400-2000 and on Thursday, May 22, 2025; 1300-1700.
Invoice #2025-65

Approved by Administrator W.A.J.

Roll call vote resulted as follows:

cc: Auditor
Originator
Resolution File

Steve Robinson _____
Tom McCarthy _____
Dave Lawrence _____

C.J. _____, Page _____
Date: _____

REQUESTER ACKNOWLEDGEMENT: *I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders):* MA

Auditor's Office Approval [Signature]

UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

TRANSFER FORM

_____ Wednesday (Due to the Auditor by noon Monday)

Department: Auditor/Commissioners Date: 06/09/25

RESOLUTION RE: TRANSFER OF FUNDS

A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From: <u>Capital Infrastructure</u>	<u>40541200</u>	Transfer Out	<u>Exp</u>	<u>568001</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
To: <u>Debt</u>	<u>50040408</u>	Transfer In	<u>Rev</u>	<u>466001</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	<u>18,970.00</u>			

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

Reason for Request:
OPWC LOAN RAYMOND & PEORIA SANITARY SEWERS (LOAN #CK02N)
JULY INTEREST PAYMENT \$18,970.00

Approved by Administrator WAW

Roll call vote resulted as follows:

cc: Auditor
Originator
Resolution File

Steve Robinson _____
Tom McCarthy _____
Dave Lawrence _____

C.J. _____, Page _____
Date: _____

REQUESTER ACKNOWLEDGEMENT: *I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders):* AW

revised 1/2/2025

Auditor's Office Approval H/E 6/9/25

UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

Received the following Certificates from the County Auditor this date:

**Certificate of County Auditor That the Total appropriations from Each Fund
Do Not Exceed the Official Estimate of Resources**
Rev. Code, Sec 5705.39

County Auditor's Office, Union County, Ohio,
Marysville, Ohio, June 9, 2025

To Union County Commissioners

I, Andrea L. Weaver, County Auditor of Union County, Ohio, do hereby certify that the total appropriations from each fund taken together with all other outstanding appropriations, do ¹not exceed the ² April 8, 2025 amended estimate of resources for the fiscal year beginning January 1st, 2025, as determined by the Budget Commission of said County.


Andrea L. Weaver, County Auditor, *AW*
Union County, Ohio.

- 1. If such is not the case strike out the word not
- 2. Or insert "last amended."

Funds
209 – Sheriff Rotary

UNION COUNTY COMMISSIONERS JOURNAL 2025

June 11, 2025

* County Administrator William Narducci provided the following updates:

- He received a notification from the Army Corps of Engineer regarding a public notice about some activity in North Folk Indian Run in Jerome Township. The link provided did not work, but he will report back to the Board with any updates on this.
- He and Commissioner McCarthy met with the City of Marysville to talk about the Asset Purchase Agreement. This was originally signed in 2005 by the county and the city about selling water and sewer assets down Industrial Parkway into Jerome Township. This agreement sets rate structures for unincorporated residents and businesses for service. There was a lot of discussion regarding rate structure and surcharges for unincorporated residents and businesses. Traditionally, there has been a surcharge placed on tap fees for sewer. They also talked about the retirement of the debt that required the surcharge. Currently, the City of Marysville is not designated as the sole utility provider in Union County. With new development and other utility providers, Marysville wants to strategically expand their boundaries. There will be some draft modifications and those will be presented to the Board before any action is taken on this. If approved, this will be the fourth amendment to the Asset Purchase Agreement.
- Commissioner McCarthy stated the meeting was cordial and it was a productive conversation.
- There was a phone call Monday morning regarding House Bill 335. CCAO is actively working to provide updates on this and other potential changes in legislature. These changes can be very disruptive if they are approved.

Tony Turowski, Hannah Salem, Matthew McGuire, Jeff Stauch, Jessica Cain, Josh Holtschulte, and Luke Sutton arrived at this time.

* * *

ODOT District Six Update, Tony Turowski, Director/ODOT District Six, Hannah Salem, Public Service Officer/ODOT, and Matthew McGuire, Public Service Officer/ODOT:

- The following handout accompanied the ODOT District Six Update:

ODOT PROJECT UPDATE



Toni Turowski, District 6 Deputy Director



ODOT INFO



- ODOT maintains State and U.S. routes outside of municipalities and all Interstates
- Road construction, snow and ice removal, pothole patching, etc.



U.S. 42/INDUSTRIAL PARKWAY INTERSECTION IMPROVEMENTS

- Install turn lanes to each leg of the intersection of U.S. 42 and Industrial Parkway
- Widen U.S. 42 to five lanes between Industrial Parkway and U.S. 33

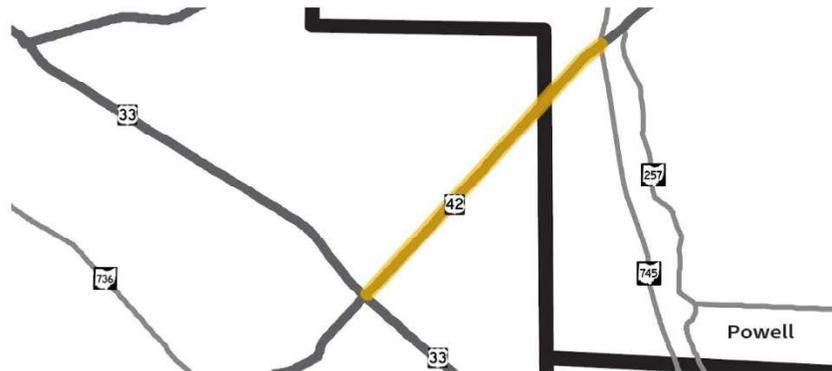


3 |



U.S. 42 PAVEMENT REHABILITATION

- Rehabilitate pavement on U.S. 42 between U.S. 33 and SR 745
- Add turn lanes at U.S. 42 and Jerome Rd.



4 |



U.S. 33 RESURFACING AND BRIDGE REHABILITATION

- Resurface U.S. 33 from SR 245 to U.S. 36
- Replace and repair bridge decks on:
 - U.S. 33 over Raymond Rd.
 - U.S. 33 over Waldo Rd.
 - U.S. 33 over Northwest Parkway
- Replace beams on
 - U.S. 33 over SR 245



5 |



Ohio Department of Transportation

U.S. 33 RESURFACING AND BRIDGE REHABILITATION

- Traffic Impacts: U.S. 33 will have two lanes maintained in each direction with one lane of eastbound in contraflow



6 |



Ohio Department of Transportation

MAGNETIC SPRINGS BRIDGE



7 |



Department of
Transportation

U.S. 33/POST ROAD/SR 161 INTERCHANGE



8 |



Department of
Transportation

U.S. 33/POST ROAD/SR 161 INTERCHANGE



9 |



Ohio Department of
Transportation

U.S. 36 CULVERTS

- Replace 14 culverts on U.S. 36 between the Delaware County Line and U.S. 33
- U.S. 36 to reopen mid-July



10 |



Ohio Department of
Transportation

SR 736 BRIDGE REHABILITATION

- Bridge deck replacement over Robinson Run near Hickory Ridge Rd.
 - Traffic maintained with temporary signal
- Bridge replacement over Robinson Run near Taylor Rd.
 - 120-day closure of SR 736 starting June 16



11 |



Ohio Department of Transportation

SR 347 ROUNDABOUTS

- Construct roundabouts at two intersections
 - SR 347/SR 4 and SR 347/SR 41



12 |



Ohio Department of Transportation

SR 347/SR 4 ROUNDABOUT ALTERNATIVES

Alternative 1



Circular, single lane roundabout at center of the existing intersection

Alternative 2



Elliptical, single lane roundabout shifted to the northwest corner of the existing intersection

Alternative 3



Elliptical, single lane roundabout shifted to the northeast corner of the existing intersection

SR 347/SR 31 ALTERNATIVES

Alternative 1



Circular, single lane roundabout at center of the existing intersection

Alternative 2



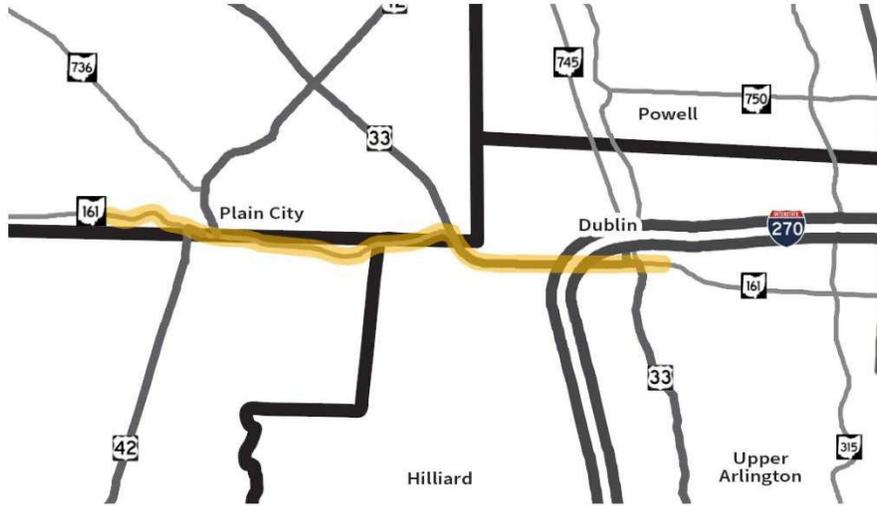
Circular, single lane roundabout shifted to the northeast corner of the existing intersection

Alternative 3



Circular, single lane roundabout shifted to the east side of the existing intersection

SR 161 CORRIDOR



15 |



U.S. 42 CORRIDOR



16 |





**Department of
Transportation**
transportation.ohio.gov

THANK YOU

- Mr. Narducci asked if all of State Route 42 South will be closed for the project, and Mr. Turowski stated they will work in sections and move as the work progresses.
- Commissioner Robinson asked what company is working on the U.S. 33 bridge project, and Mr. Turowski stated the contract went to Miller Brothers. They are a company based out of northwest Ohio, and work on this project will start this summer.
- The Post Road/33/161 interchange project was approximately \$40 million. There were local funds used for this project.
- Mr. Stauch stated the development along the 161 corridor is going crazy. Projects happening need to move quickly.
- Commissioner McCarthy asked the total costs of all projects that were listed, and Mr. Narducci stated it is approximately \$80 million. This presentation did not cover all projects that are happening and that number is closer to \$100 million.

Brian Destanko, Andrea Dicke, Tifanie Allison, and Michele Kirk-Bywater arrived at this time.

Tony Turowski, Hannah Salem, Matthew McGuire, Jeff Stauch, Jessica Cain, Josh Holtschulte, and Luke Sutton left at this time.

* * *

2025 Union County Leadership Presentation – Andrea Dicke, Tifanie Allison, and Michelle Kirk-Bywater:

- The following handout accompanied the presentation:



The Pros and Cons of Combining the Union County Fair and Richwood Independent Fair Into 1 Fair

GROUP 1

Josh Kent, Andrea Dicke, Tifanie Allison, Michele Kirk-Bywater, and Dr. Jeff Hazey

*Do not edit
How to change the design*



What is your favorite fair food?



① The [Slido app](#) must be installed on every computer you're presenting from

slido

*Do not edit
How to change the design*



Have you ever been to the Union County or Richwood Independent Fair?



① The [Slido app](#) must be installed on every computer you're presenting from

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Agenda Items

Evolution of Fairs

Fair Demographics

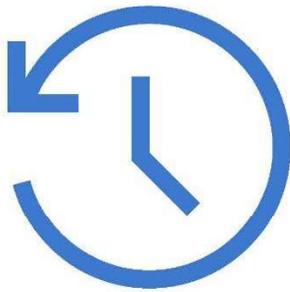
Challenges Facing the Fairs

Community Thoughts/Independent Study

Joint Board Meeting

Conclusions

Evolution of Fairs



Evolution of Fairs

Historical Background

Fairs originated in medieval times, serving as vital hubs for trade and cultural exchange among communities.

Evolution Over Time

Over centuries, fairs evolved to include entertainment and various local crafts, enhancing their appeal to visitors.

Cultural Significance

- Fairs continue to hold cultural significance by showcasing local traditions and crafts, connecting communities.

History of Union County Fairs

- Union County Fair
- Richwood Independent Fair
- Plain City Independent Fair



Demographics of the 2 Fairs



Demographics of the 2 fairs



- Union County Fair
 - Founded in 1846
 - 46 acres
 - 30 structures
 - End of July
 - 21 board members
 - Junior Fair sale run by numerous companies
- Richwood Independent Fair
 - Founded in 1892
 - 90 acres
 - Approximately 30 structures
 - Labor Day weekend
 - 18 board members
 - Junior Fair sale run by Richwood Bank

*Do not edit
How to change the design*



Did you participate in 4-H growing up?



① The [Slido app](#) must be installed on every computer you're presenting from

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Overview of Union County 4-H

750-800 members

40 clubs

Cloverbuds: Kindergarten through 2nd grad: 200 members

Both fairs can be attended, however separate projects must be used at each fair

Projects can only be auctioned off at one fair

Auction results are typically similar at the two fairs

400 buyers are invited to each fair



Union County Fair



- Land locked
 - No room to grow
- Owned by Union County Agriculture Society
- Borrows money
 - Mortgages:
 - 4/5/21
 - \$400,000
 - 1/31/24
 - \$75,000



Richwood Independent Fair

- 90 Acres
- No debt
- Owned by The Richwood Independent Ag Society
 - Non-profit corporation
- Room to grow
 - Not land locked



Fair Leadership



- Union County Fair
 - 21 member board
 - 100% turnover the past five years
- Richwood Independent Fair
 - 18 member board
 - Virtually no board member turnover



Economic pressures and funding



Funding Challenges

Fairs face increasing financial pressures due to rising operational costs and reduced revenue streams, impacting their sustainability.



Importance of Sponsorships

Securing sponsorships is crucial for fairs to maintain financial health and support event activities effectively.



Ensuring Financial Viability

Developing strategies for cost management and revenue generation is essential for the long-term success of fairs.

Challenges facing our local fairs



Community
Thoughts/Independent
Study



Fair Entertainment

- Union County
 - Toy show
 - Micro Wrestling
 - Motorcross
 - Route 4 Farm Tour
 - Barn Rentals/storage space



- Richwood
 - Barn Rentals/storage space
 - Yoga
 - Mid-Ohio Antique Tractor Show
 - Camping

Union county fair

Community Perception Cons:

- Physical growth limited due to development
- Concern the fair is losing its “distinctiveness”
- Concern investments in the Junior Fair have been declining
- Focus on re-establishing trust in leadership due to past management issues

Community Perception Pros:

- Many multi generation families involved and dedicated to the fair
- Opportunities to utilize fair grounds for non-fair activities



Richwood Independent Fair



Community Perception Cons:

- Non-fair programming limited due to costs

Community Perception Pros:

- The fair has a strong sense of community
- Led by multiple generations of families
- The fair is financially strong
- Leadership of fair has plans for improvements

Common Themes

The Junior Fair is crucial to both fairs

Both fairs supported by dedicated families, some over several generations

Geographical divide- SR 347 seemed to be a division between the southern and northern parts of the county

Concerns over combining the fair into 1 include potential loss of unique qualities of the individual fairs, the SR 347 line, and the financial investment it would take.

Joint Board Meeting

Moving Forward



- November 2023 Joint Board Meeting
 - 7 Union County Fair Board Members
 - 8 Richwood Independent Fair Board Members
 - Share themes from listening sessions
 - Promote conversation between the boards

Common Themes



- Union County Fair:
 - 100% turnover on the board in the past 5 years
 - Declining fair attendance
 - Planning is on a year to year basis

Common Themes



- Richwood Independent Fair
 - Board is made up of long time members and new members
 - Fair attendance is increasing
 - Revenue increasing from sponsorships
 - Focus of board is not growth but maintaining current assets
 - Planning is on a year to year basis

Common Themes - Joint



Junior Fair is changing

More special interest projects, fewer large animal projects



Development increasing, fewer farms, need to determine how to appeal to future fair goer's



Both fairs operate year to year, need a better plan in place



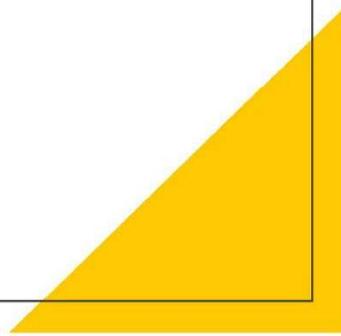
Both boards shared they want to improve their fairs through better management practices

What



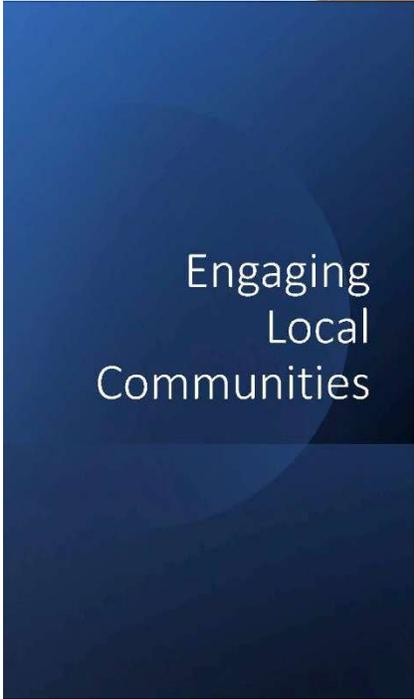
- Both fairs open
- Sharing bud
- Potentially c
- Maintaining between th

etc.
ilities
hip team





Conclusions



Engaging Local Communities

Building Relationships

- Strong relationships with local businesses create a supportive environment that benefits fairs and events.

Community Involvement

- Encouraging community involvement leads to greater local attendance and participation in fairs, enhancing their success.

Enhancing Local Attendance

- Fostering loyalty through local engagement enhances attendance and overall success of fairs.

Conclusions

- Given the development and growth in Marysville, it seems likely the Union County Fair will have to do something in the future
- It would take several years of advanced planning to combine the 2 fairs into 1
- The Richwood Fair has the acreage to be able to support the combination of the 2 fairs
 - Is the location too far North?

We would love to hear your thoughts??

Special Thank You's

- Commissioner Steve Robinson



- 4-H Youth Development Agent-Christy Leeds



- Assistant County Administrator/Budget Officer
 - Letitia Rayl

- Planning NEXT
 - Jamie Greene, AIA FACICP



*Do not edit
How to change the design*



Do you think it would be beneficial for the Union County Fair and the Richwood Independent Fair to combine into 1 fair?



① The Slido app must be installed on every computer you're presenting from

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QUESTIONS



Ohiounioncountyfair.com

Richwoodfair.com

UNION COUNTY COMMISSIONERS JOURNAL 2025

June 11, 2025

-
- Commissioner Lawrence stated the Union County Fair's property is landlocked. If the fair wants to expand due to the growth in Marysville, they will have to buy land up in the northern part of the county. It might be beneficial to join Richwood's fair.
 - Commissioner Robinson stated this was a refreshing topic and he is glad the group picked it.
 - Mr. Destanko stated agriculture has been, and always will be, very important to Union County.
 - Commissioner McCarthy stated he would like to see attendance numbers of each fair and compare them.
 - Commissioner Robinson stated a conversation about combining the fairs is inevitable and will happen at some point.

Ginger Yonak, David Phillips, and Wade Branstiter arrived at this time.

* * *

RESOLUTION NO. 25-259:**Executive Session – Pursuant to O.R.C. 121.22(G)(6) – Details Relative to the Security Arrangements for a Public Body for Public Office – Commissioners**

The County Commissioners do hereby approve entering into executive session at 10:00 a.m. for the purpose of Details Relative to the Security Arrangements for a Public Body or Public Office. In attendance were: William Narducci, County Administrator; Ginger Yonak, Human Resources Director; David Phillips, County Prosecutor; Thayne Gray, Assistant County Prosecutor; Wade Branstiter, IT Director; and Mallory Lehman, Clerk to the Board. Matt Mead, Eckert Seamans; Jake Simpson, Crowe; and Matt Engle, Crowe were in remote attendance.

No action was taken.

The session ended at 10:47 a.m.

A motion was made by Steve Robinson and seconded by David A. Lawrence that this resolution be adopted and carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
David A. Lawrence, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025
June 11, 2025

RESOLUTION NO. 25-260:

Executive Session – Pursuant to O.R.C. 121.22(G)(1) – Discuss the Employment of a Public Employee – Commissioners

The County Commissioners do hereby approve entering into executive session at 10:49 a.m. for the purpose to discuss the employment of a public employee. In attendance were: Thayne Gray, Assistant County Prosecutor; and Stacy Pollock, Pollock Law.

No action was taken.

The session ended at 1:18 p.m.

A motion was made by Steve Robinson and seconded by David A. Lawrence that this resolution be adopted and carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
David A. Lawrence, Yea

* * *

*Commissioner Steve Robinson adjourned the meeting at 1:20 p.m.

The preceding Minutes were read and approved June 25, 2025.



Digitally signed by Steve Robinson
DN: cn=Steve Robinson, o=Commissioners,
ou=Commissioner,
email=mlchmans@unioncountyohio.gov, c=US
Date: 2025.06.25 13:19:24 -0400
Adobe Acrobat version: 2020.005.30774

Steve Robinson
Commissioner



Digitally signed by David A. Lawrence
DN: cn=David A. Lawrence,
o=Commissioners, ou=Commissioner,
email=mlchmans@unioncountyohio.gov,
c=US
Date: 2025.06.25 13:20:59 -04'00'
Adobe Acrobat version: 2020.005.30774

David A. Lawrence
Commissioner



Digitally signed by
Tom McCarthy
Date: 2025.06.25
13:23:26 -04'00'

Tom McCarthy
Commissioner

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June 11, 2025



Digitally signed by Mallory Lehman
DN: cn=Mallory Lehman,
o=Commissioners, ou=Assistant Clerk to
the Board,
email=mlehman@unioncountyohio.gov,
c=US
Date: 2025.06.25 13:25:11 -04'00'
Adobe Acrobat version: 2020.005.30774

Mallory Lehman, Clerk to the Board