

July 30, 2026

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President Jeremy Kroll. Roll Call: President Jeremy Kroll, present; Vice President Q. Jay Stapleton, present; Commissioner Tony Hughes, present.

The President entertained a motion for approval of the July 23, 2026 minutes. Q. Jay Stapleton made and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

2026 Canine Shelter Weekly Report														
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Out to Rescue	MIA	Died (Natural or unknown Causes)	Destroyed (in field)	Total Out	Remaining at shelter	Out to County Foster	In from County Foster	Died in Foster (Natural or Unknown Causes)	Total in Foster
7/26	12	2	1	0	0	0	0	0	3	26	0	0	0	23

GALLIA COUNTY SHERIFF'S OFFICE MEMORANDUM OF AGREEMENT FOR JAIL SERVICES

Heather Casto, Administrator for the Sheriff's Department submitted the 2026 Gallia County Jail Contract with the City of Wellston for approval. The President entertained a motion to approve the agreement as presented. Tony Hughes made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

Upon the recommendations of the Sheriffs of Gallia County, Ohio and City of Wellston, Ohio, this Agreement is entered into this 30th day of July, 2026 between the Board of Gallia County Commissioners, (hereafter, the Board of Gallia County Commissioners and Sheriff are jointly referred to as "Gallia County") and the Board of City of Wellston Commissioners (hereafter, the Board of City of Wellston Commissioners and Sheriff are jointly referred to as "City of Wellston"), for Gallia County's acceptance and incarceration of City of Wellston prisoners at the Gallia County Jail.

In consideration of pertinent provisions of the Ohio Revised Code as well as the mutual covenants, agreements and conditions set forth herein, the parties agree as follows:

1. Definitions: For the purposes of this Agreement, the following words and terms shall have the indicated meanings:
- "Prisoner" means an inmate held at the Gallia County Jail pursuant to ORC 341.12 and/or on charges relating to an offense in City of Wellston's jurisdiction before sentencing regardless of the offense charges, or after sentencing when the inmate is convicted or sentenced.

"Per day" means any calendar date during which Gallia County holds a prisoner or holds a bed for City of Wellston under this Agreement. This includes prisoners taken to court hearings, medical appointments or treatments, etc.
2. City of Wellston agrees to send Gallia County and Gallia County agrees to accept from City of Wellston such prisoners as City of Wellston is unable to care for and to provide custody supervision, confinement and board for City of Wellston's prisoners. City of Wellston shall furnish all transportation for prisoners to and from the Gallia County Jail for any and all purposes.
- Gallia County shall receive City of Wellston prisoners who are lawfully committed into custody upon being furnished with a copy of the process of commitment/booking/medical paperwork, and City of Wellston shall provide all other proper documentation for said commitment.
3. Gallia County shall maintain the Gallia County Jail in accordance with applicable minimum adult detention center standards of the State of Ohio as well as other pertinent laws, rules or regulations. Gallia County shall maintain, support and safely keep City of Wellston prisoners in the same manner and condition as its own prisoners.
4. City of Wellston agrees to pay Gallia County the sum of one hundred (\$100.00) dollars per day as full compensation for receiving, supervising, confining & boarding each prisoner. Provided, however, should the actual cost to Gallia exceed one hundred dollars (\$100.00) per day by reason of having to confine such prisoner under the provisions of one of the collateral contractual agreements of Gallia County, then the City of Wellston agrees to pay Gallia County the actual cost incurred by Gallia County under its contractual arrangements.
5. For the purpose of determining compensation to be paid, any calendar day or part thereof of confinement shall constitute one day.
6. Gallia County will invoice City of Wellston monthly for its use of beds. City of Wellston agrees to pay each invoice within thirty (30) days of the date of the invoice. Compensation for rendering the services

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hereinbefore described during such calendar month shall be paid by City of Wellston on or before the 15th of each month.

7. City of Wellston shall be responsible for transporting City of Wellston prisoners to all non-emergency medical and/or dental appointments. In the event a City of Wellston prisoner is hospitalized, City of Wellston shall be responsible for the security of such City of Wellston prisoner during their hospital stay.

8. City of Wellston agrees they are responsible for the cost and expense of all medical, dental, vision, and prescriptions required by a City of Wellston prisoner.

9. City of Wellston authorizes Gallia County to determine whether and when a City of Wellston prisoner requires emergency medical and/or dental care. Gallia County will immediately notify the shift commander or other officer in charge designated by City of Wellston when Gallia County has authorized the removal of a City of Wellston prisoner for emergency medical and/or dental care.

10. City of Wellston agrees that upon notice that a City of Wellston prisoner has been removed for emergency medical, and/or dental care, City of Wellston shall immediately assume responsibility for guarding such City of Wellston prisoner until he or she is returned to the Gallia County Jail. Written notice shall be given under this paragraph as soon as practicable after a prisoner has been removed for emergency medical and/or dental care.

11. City of Wellston agrees they are responsible for any ambulance/life squad fees as well as Forty dollars (\$40.00) per hour fee payable to Gallia County for the personnel to provide the medical escort to and/or from the emergency room and/or until such time as City of Wellston has relieved Gallia County from the medical escort for all City of Wellston prisoners. (Minimum 2-hour charge)

12. Gallia County agrees that where hospital service is required for any such prisoner, such services shall be provided at Holzer Medical Center, unless the emergency of the situation prevents such use.

13. Gallia County agrees to obtain written approval from City of Wellston before obtaining any non-emergency medical, and/or dental device or appliance for a City of Wellston prisoner. Examples of such devices and appliances include but are not limited to eyeglasses, trusses and braces. City of Wellston agrees to pay for the cost of any approved device or appliance plus all care and services related to providing any approved item.

14. City of Wellston may elect to allow City of Wellston prisoners to use the inmate medical and/or dental services contracted by Gallia County for non-emergency care. City of Wellston shall notify Gallia County of such elections in writing. If Lawrence County is elected, City of Wellston agrees to pay the pertinent Medicaid rates established under HB 66 for all medical services provided and billed to City of Wellston prisoners.

15. Gallia County will provide invoices, as received by providers, to City of Wellston. City of Wellston agrees to pay these within thirty (30) days of receipt directly to the provider of services.

16. In the event of the death of a prisoner, Gallia County shall not be liable for any costs or expenses related to said death. City of Wellston shall pay for all expenses and costs related to said death.

17. Gallia County reserves the right, in its sole discretion, to reject, refuse, and/or have removed any City of Wellston prisoner regardless of contracted bed availability. City of Wellston agrees to promptly (without delay) respond to Gallia County's request for the removal of any City of Wellston prisoner(s).

18. Gallia County shall not be responsible for returning a City of Wellston prisoner to City of Wellston upon the completion of said prisoner's sentence. City of Wellston shall pick up all prisoners who have completed their sentences and release them from their facilities.

19. Gallia County may maintain and support a City of Wellston prisoner whose confinement extends beyond the terms of this Agreement consistent with the terms set forth in this Agreement or any subsequent modification or agreement entered between the parties.

20. City of Wellston shall reimburse Gallia County for any and all damage to the Gallia County Jail, its fixtures, appliances, equipment or other property owned by Gallia, caused by City of Wellston prisoners, intentionally or negligently.

21. City of Wellston shall have no obligation to reimburse Gallia for ordinary wear and tear to Gallia's real and personal property or for any personal injury to any of Gallia County's officials, agents, or employees caused by City of Wellston's prisoners.

22. City of Wellston prisoners confined in the Gallia County Jail shall be subject to the rules and regulations of the Gallia County Jail, which apply to all the prisoners therein.

23. No person under eighteen (18) years of age shall be received by the Gallia County Sheriff as a prisoner in the Gallia County Jail.

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- 24. Nothing contained in this Agreement is intended to create or establish the relationship of a partnership, joint venture or other business organization between the parties hereto nor to create an agency, representative or employment relationship between the parties. Neither party nor their respective employees shall be considered an employee of the other party, nor shall they acquire or be entitled to any compensation, rights, benefits and/or participation of any kind whatsoever offered by the other party, including, without limitation, participation in Ohio Public Employees Retirement System, worker's compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability and severance pay.
- 25. No City of Wellston prisoner, other person, or organization, other than the parties hereto shall have any interest hereunder, and nothing contained herein shall be construed so as to give any City of Wellston prisoner, other person or organization other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement.
- 26. Gallia County and the City of Wellston shall maintain liability insurance coverage in a minimum amount of \$1,000,000.
- 27. Gallia County and the City of Wellston shall provide each other with written proof of coverage.
- 28. If City of Wellston is not a CORSA insured county, City of Wellston shall, if possible, name Gallia County as an additional insured under City of Wellston's liability insurance.
- 29. Gallia County and City of Wellston are not responsible for the action(s) or inaction of the other including their respective employees, officers, or agents and shall not be liable in damages to the other for services rendered or failure to render services under this agreement including but not limited to inadequacy of equipment, or for the negligence, misfeasance or nonfeasance of their employees or for any other cause related to the rendering of services under this agreement.
- 30. The term of this Agreement shall be from the 1st day of January 2026 and continue until December 31, 2026.
- 31. This Agreement may be modified, extended and/or terminated upon the mutual agreement of the parties. Any such extension, modification and/or termination shall not become effective until set forth in writing and executed by both parties.
- 32. City of Wellston agrees to remove and transport City of Wellston prisoners from Gallia County within five (5) days of the termination date.
- 33. The law of the State of Ohio shall apply to the construction and interpretation of this Agreement and any dispute between the parties shall be determined in the Gallia County, Ohio Common Pleas Court.

The Memorandum of Agreement for Jail Services is on file and is available at the commissioner's office

EMPLOYEE – D&K– RESIGNATION

County Administrator Amanda Phillips requests the Commissioners acceptance of the resignation of Mary Ball, Assistant Dog Warden effective July 31, 2026. The President entertained a motion to accept the resignation as recommended by Ms. Phillips. Q. Jay Stapleton moved and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea

RESOLUTION – VINTON COUNTY – INCOME QUALIFICATION FOR SEWER CONNECTIONS

Grants Administrator Karen Sprague presented the Commission with a proposal from Vinton County Development Department to extend the agreement to provide income qualification for RPIG sewer connections for the Green Sewer Phase 2 project.

The original agreement provided the term of the contract from 12/13/2024 thru 10/31/2025. This extension is for the term of 11/1/2025 thru 12/31/2027 and the scope of services remains the same as follows:

- 1. Project Name: Income Qualifications for Green Sewer 2 Tap Connections
- 2. Scope of Services: Vinton will complete a CDBG required income qualification for applicants for Green Sewer 2 RPIG grant on-lot connection assistance.
- 3. Gallia will be responsible for:
 - Gallia County will distribute connection letters to all property owners.
 - DLZ project engineers will provide Gallia County with requirements for connection.

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- Gallia County will provide the CDBG assistance application packet provided by Vinton County to potential LMI property owners.
- Gallia County will collect the completed application & income documents required by Vinton County.
- Gallia County will forward the completed application & income documents to Vinton County for income qualification.
- Gallia County Sewer Operations staff will be present for inspection testing before allowing the sewer connection.
- Gallia County will process payment from the CDBG RPIG grant to sewer installers for the connection cost of the properties that are LMI income qualified.

4. Compensation: Gallia will be billed by Vinton for services listed above under Scope of Services:

- One Hundred Dollars (\$100.00) for a maximum of 2 hours per unit (property address).
- If any property income verifications take more than 2 hours per unit (property address), Vinton will bill Gallia by the hour at an additional \$25 per hour.
- Vinton will invoice based upon completion of the following two deliverables:
 - Deliverable #1- Completion of Income Verification by property address
 - Deliverable #2- Return of CDBG Income Verification documentation to Gallia along with an Invoice for Payment to Vinton

5. Gallia is responsible for payment regardless of whether the project funding is awarded by ODOT. Invoices will be submitted as work is completed and will be due within 30 days.

Ms. Sprague recommended approval of the extension of the agreement with Vinton County for income qualification services for the Green Sewer 2 RPIG grant. Ms. Sprague noted Gallia County has utilized Vinton County income qualification in the past (for CHIP housing projects) and advised the contract fees will be paid from the tap connection funds in the CDBG RPIG grant. Tony Hughes moved to approve the agreement as recommended and Q. Jay Stapleton seconded the motion. Roll call votes: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

GALLIPOLIS TOWNSHIP BURKHART LANE SLIP REPAIR PROJECT PAYMENT ESTIMATE #2

Grants Administrator Karen Sprague presented the Commission with Payment Estimate #2 for the Gallipolis Township Burkhardt Lane Slip Repair Project for the following items:

- Construction - \$8,706.60
- Total= \$8,706.60

Invoices will be paid as follows:

- Shelly Company Pay Estimate #2 = \$8,706.60 to be paid Gallipolis Township's PWC Grant

Mr. Kroll entertained a motion to approve and sign the contractor's payment estimate #2 as submitted. Tony Hughes moved and Q. Jay Stapleton seconded a motion. Upon roll call votes were as follows: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

GALLIPOLIS TOWNSHIP BURKHART LANE SLIP REPAIR PROJECT – CLOSEOUT

Grants Administrator Karen Sprague presented the Commission with the following Contract Closeout Documents for the Gallipolis Township Burkhardt Lane Slip Repair Project:

- Shelly Company - Certificate of Substantial Completion Form – date of substantial completion is 10/17/2025; Ms. Sprague noted Shelly subcontractor Griffin Pavement Striping did not complete final edge line striping until 5/11/2026 and that is why closeout is just now being approved (Note: approved & signed by Project Engineer DLZ)
- Shelly Company - Certificate of Work and Affidavit of Payment to Subcontractors and Suppliers
- Shelly Company – Final Payroll Affidavit

Mr. Kroll entertained a motion to approve the documents noted above as presented and grant the President permission to sign Shelly Company Certificate of Substantial Completion. Tony Hughes moved and Q. Jay Stapleton seconded a motion. Upon roll call votes were as follows: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

FY '2026 ARC FULL GRANT APPLICATION SUBMISSION IN PATHWAYS - AIRPORT AWOS UPGRADE PROJECT

Grants Administrator Karen Sprague presented the Commission with an FY 2026 ARC Full Grant application as submitted Pathways (Federal ARC new online application program) and attached required documents for the Gallia-Meigs Regional Airport Automated Weather Observing System (AWOS) Upgrade Project. The ARC Full Grant Application requests \$125,000 ARC Grant with the total project cost broken down as follows:

- \$125,000 ARC Grant; 80%
- \$31,455 Gallia County local matching funds; 20%
- \$156,455 TOTAL Project Costs

The matching funds are from the County's General and/or Airport Authority Fund.

Ms. Sprague noted this is a full and final application for FY 2026 GOA ARC funds and that this funding will allow the project to begin in 2026 with completion in 2027. Ms. Sprague noted the application was submitted in Pathways on 7/29/2026 and provided the receipt email from pathways@arc.gov to President Kroll.

Mr. Kroll entertained a motion to approve FY 2026 ARC Full Application and attached required documents as submitted

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in Pathways on 7/29/2026. Tony Hughes made and Q. Jay Stapleton seconded a motion. Upon roll call votes were as follows: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

PROSECUTOR – DELINQUENT TAX FORCLOSURES

Prosecuting Attorney Jason Holdren and Assistant Prosecuting Attorney David Evans met with the Commissioners to give an update on delinquent tax foreclosure initiative status. No action taken.

HEALTH DEPARTMENT – CREDIT CARD RESOLUTION

President Kroll entertained a motion to approve the following Resolution. Q. Jay Stapleton moved to approve and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea

A RESOLUTION AUTHORIZING THE GALLIA COUNTY HEALTH DEPARTMENT TO ESTABLISH, MAINTAIN, AND HAVE FULL ADMINISTRATIVE ACCESS TO ITS CREDIT CARD ACCOUNT THROUGH OHIO VALLEY BANK

WHEREAS, the Gallia County Health Department operates under the authority of the Gallia County Board of Health and is funded and administered in accordance with the Ohio Revised Code; and

WHEREAS, the Gallia County Health Department currently utilizes the federal tax identification number assigned to the Gallia County Board of Commissioners for banking and financial purposes; and

WHEREAS, Ohio Revised Code Section 3709.42 authorizes a board of health to establish and hold a credit card account, authorize designated officers or employees to use such account, and adopt a written policy governing the acquisition, use, management, oversight, and accountability of the account; and

WHEREAS, the Gallia County Board of Commissioners recognizes the statutory authority granted to the Gallia County Board of Health under Ohio Revised Code Section 3709.42 and desires to facilitate the Health Department's ability to efficiently conduct official business; and

WHEREAS, Ohio Valley Bank requires documentation from the Gallia County Board of Commissioners confirming the Health Department's authority to administer its own credit card account because the account is associated with the County's federal tax identification number.

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

1. The Gallia County Board of Commissioners authorizes the Gallia County Health Department, acting through the Gallia County Board of Health and its duly authorized Fiscal Officer and Health Commissioner, to establish, maintain, administer, and have full administrative access to its credit card account with Ohio Valley Bank.

2. The following individuals are hereby designated as the authorized users and administrators of the Gallia County Health Department credit card account:

- Brittany Muncy
- Sharon Jones
- Glenn Fisher

These individuals are authorized to administer the account and, as applicable under the Board of Health's credit card policy, to apply for and maintain the account, add or remove authorized users, establish or modify spending limits, receive statements and account information, and perform all administrative functions necessary for the operation of the account

3. The Gallia County Board of Commissioners acknowledges that, although the account may be established using the County's federal tax identification number, the credit card account is to be administered exclusively by the Gallia County Health Department in accordance with Ohio Revised Code Section 3709.42 and the written credit card policy adopted by the Gallia County Board of Health.

4. The Gallia County Health Department shall be solely responsible for compliance with all provisions of Ohio Revised Code Section 3709.42, including the adoption and enforcement of the required written credit card policy, financial oversight, reconciliation, reporting, and internal controls.

5. The Clerk of the Board is hereby directed to provide a certified copy of this Resolution to Ohio Valley Bank and any other entity requesting evidence of the authority granted herein.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Adopted this 30th day of July 26.

BOARD OF GALLIA COUNTY COMMISSIONERS

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RESCISSION OF RESOLUTION REGARDING OVB CREDIT CARD REWARD POINTS

President Jeremy Kroll entertained a motion to rescind the following 4/30/26 Resolution:

RESOLUTION OVB REWARD POINTS

County Administrator Janie Peck presented the following resolution for approval. Q. Jay Stapleton made and Jeremy Kroll seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea.

WHEREAS, the Board of County Commissioners (the "Board") has authorized the issuance and use of county credit cards through Ohio Valley Bank for official county business; and

WHEREAS, the use of such credit cards may result in the accumulation of reward points or similar benefits; and

WHEREAS, the Board finds it necessary to establish clear internal controls and accountability regarding access to and redemption of such reward points to ensure proper use for county purposes;

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

1. Designation of Authorized Personnel Only the following employees from the Commissioners' Office are hereby authorized to access, manage, and redeem reward points associated with county-issued Ohio Valley Bank credit cards:

- Janie Peck, Co-County Administrator
- Amanda Phillips, Co- County Administrator

2. Restriction on Access: No other county, employee, or official shall have access to, or authority to redeem, transfer, or otherwise utilize such reward points unless expressly authorized by subsequent resolution of the Board.

3. Use of Reward Points All reward points shall be used solely for official county purposes, in accordance with applicable laws, policies, and ethical standards.

The Commissioners have determined it is in the best interest of the County to rescind the previous resolution and to allow individual department heads to administer, redeem, and utilize reward points earned on their respective department credit cards for the benefit of their departments and in accordance with all applicable County policies and procedures. This action supersedes the resolution adopted April 30, 2026. Q. Jay Stapleton moved to approve, and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea

EMS – NEW HIRE

Robert Cornwell, EMS Director recommended Lillian Tolliver, as a part-time EMT Basic position, with an effective hire date of August 1, 2026 at the pay rate of \$19.71/hour.

Q. Jay Stapleton moved and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea

EMS – NEW HIRE

Robert Cornwell, EMS Director recommended Shelly Sizemore, as a part-time EMT Basic position, with an effective hire date of August 1, 2026 at the pay rate of \$19.71/hour.

Tony Hughes moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea

EMS – EXECUTIVE SESSION

At 11:29 a.m. the president entertained a motion to enter executive session with EMS Director Robert Cornwell and County Administrator's Amanda Phillips and Janie Peck concerning the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Tony Hughes moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea. Returned to regular session at 12:10 p.m.; No action taken.

DJFS - CONTRACT

Director Dana Glassburn presented the following contract for approval. Q. Jay Stapleton moved to approve and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

This contract is entered into on July 1, 2026, between the Department of Job and Family Services ("Agency") of Gallia County and Gallia County Transit ("Contractor"), for the purchase of Title XX transportation services in accordance to

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the Title XX Plan. In consideration of mutual promises contained herein, and for other good and valuable consideration, the parties to this Contract agree as follows:

Article 1 – Purpose

The purpose of this Contract is for the procurement of goods or services for use by Gallia County Job and Family Services in the administration of Title XX transportation services. This Contract is not intended to and does not establish a subrecipient or subgrantee relationship as those terms are defined in either OMB Circular A-133 (A-133) or in the federal grants management "common rule."

Article 2 – Scope of Services/Deliverables

- A. Agency Responsibilities – Maintain the Title XX Plan, determine program eligibility, appropriate funds and purchase Title XX Transportation services.
- B. Contractor Responsibilities – Provide Title XX Transportation services for eligible individuals who meet program eligibility requirements, for transportation to GCDJFS approved destinations located outside of Gallia County. Services shall be available to all program-eligible individuals, regardless of disability status or other individual characteristics. Services shall not be billed under this agreement for Medicaid eligible non-emergency medical transportation.

Article 3 – Billing and Payment

The billing rate is set at \$3.18 per mile for the first quarter and will be adjusted accordingly after cost allocation worksheet is submitted per payment. Reimbursement expenditures for the contract period shall be based on actual costs as determined in the cost allocation worksheet. The total compensation payable under this Contract from Title XX Base funds (CFDA #93.667) shall not exceed Ten Thousand Dollars (\$10,000). Cost settlement will be invoiced (positive or negative) quarterly to verify pricing is correct and adjustments will be made. Invoicing for clients will start with the first pick up mile and end with the last drop off mile. No additional fees may be charged to the consumer for services rendered under this contract.

Contractor agrees to maintain all records including number of persons served; number of trips; trip mileage; customer signature on trip log; time and point of departure and arrival for trips.

Contractor must submit a detailed invoice each month to Agency within thirty (30) days of the end of the billing period for services rendered during the billing period. The Contractor shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Contractor will indicate in each invoice:

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a remittance address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The vendor number (federal taxpayer I.D.).

Under no circumstances will Agency make payment for any goods or services invoiced after June 30, 2027. The final invoice must be received by the Agency by the close of business at 4:00 p.m. on August 31, 2027.

The Agency Fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely, but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within thirty (30) days after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the Gallia County Auditor actually issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

Article 4 – Availability of Funding

Agency represents that it:

- Has adequate Title XX Base funding to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

However, Contractor understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds; appropriations made by the Ohio General Assembly; awards by the Ohio Department of Job and Family Services; and appropriations by the Gallia Board of County Commissioners.

If funds are not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are

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available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

Article 5 - Duration of contract

A. This Contract will be effective from July 1, 2026, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through June 30, 2027, inclusive, unless otherwise extended or renewed, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Subject to any extension or of this Contract under Article 6, below, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 6 – Extension or Renewal of Contract

The Agency and Contractor may determine that an extension or renewal of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended or renewed for a period not to exceed one year with no increase in rate or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension or renewal is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 – Amendment of Contract

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

Article 8 – Termination

A. Either party may terminate this Contract upon thirty (30) days written notice to the other party.

B. Notwithstanding Article 5-A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by Agency is not effective unless it is in writing signed by the Agency director.

Either party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination thirty (30) days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 3 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by

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the Agency by virtue of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the provider is agreed upon or otherwise terminated.

Article 9 - Records Availability and Retention

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of three years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year period, whichever is later.

Article 10 - Confidentiality

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated according to the following terms:

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all of the information identified by the vendor as a trade secret is, in fact, a trade secret.

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Gallia County, ODJFS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 11 – Conflict of Interest/Ethics

Contractor agrees that Contractor will not promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not ask an officer, employee or agent of the agency to violate any requirements of the Gallia County code of standards of conduct requirements and will refrain from activities which could result in violations of this requirement.

Contractor agrees that it will refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

Article 12 - Independent Contractor

Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor 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

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compensation received for services or deliverables rendered hereunder.

Contractor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 13 - Limitation of Liability: Contractor Duties

A. Contractor agrees to hold Agency, any official or employee of Agency acting in his or her official capacity, and Gallia County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will reimburse Agency, any official or employee of Agency acting in his or her official capacity, and Gallia County harmless from any and all claims for injury resulting from activities in furtherance of the for any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by Agency to do so. Contractor will not permit any lien or claim to be filed or prosecuted against the county or Agency on account of any labor, services, or materials furnished. If Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claims become due, the proper officer or officers representing Agency may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

B. Agency's liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Contractor under Article 3 of this Contract or the amount of direct damages incurred by Contractor, whichever is less. In no event is Agency liable for any indirect or consequential damages, including loss of profits, even if Agency knew or should have known of the possibility of such damages.

C. Contractor agrees to defend any suit or proceeding brought against Agency, any official or employee of Agency acting in his or her official capacity, or Gallia County on account of any alleged infringement of any patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. Agency may participate in the defense of any such action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or employee of Agency in his or her official capacity, or Gallia County. If any information and/or assistance is furnished by Agency at Contractor's written request, it is at Contractor's expense. If any of the materials, reports, or studies provided by Contractor are found to be infringing items and the use or publication thereof is enjoined, Contractor agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

Article 14 – Assignment and Subcontracting

The contractor shall not assign this contract without the prior written approval of the Agency. The Contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Contractor must notify Agency within three working days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

Article 15 – Governing Law

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

Article 16 – Integration and Modification

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

Article 17 – Severability

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

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Article 18 – Equal Employment Opportunity

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran's status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the CONTRACTOR complies with all applicable federal and state non-discrimination laws. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The CONTRACTOR will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

Article 19 – Compliance Requirements

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including, but not limited to:

- Davis-Bacon Act (40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5) (for construction contracts over \$2,000);
- Sections 3702 and 3704 of the Contract Work hours and Safety Standards Act (40 U.S.C. 3701-3708 as supplemented by Department of Labor regulations (29 CFR part 5) (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in department of labor regulations (29 CFR Part 3);
- 42 U.S.C. 7401-7671 of the Clean Air Act, and the Federal Water Pollution Control Act as amended (33 U.S.C. Part 1251-1387) (for contracts over \$150,000);
- Contractor has not and will not use federal funds to pay for any lobbying activities as defined in the Byrd Anti-lobbying Amendment (31 U.S.C. 1352). Certification is required for contractors for an award of \$100,000 or more;
- Compliance with Debarment and Suspension (Executive Orders 12549 and 12689). Award must not be made to parties listed on the government wide exclusions in the System for Award Management. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 29 CFR Part 98 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way;
- Sections 3517.13 (I) and (J), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785, Revised Code, estate, or trust.
- Domestic preferences – As appropriate and to the extent consistent with law, the agency should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials, produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Article 20 – Child Support

Contractor agrees to cooperate with ODJFS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support, which is issued pursuant to Chapter 3113, Revised Code.

Article 21 – SNAP – Supplemental Nutrition Assistance Program

Transportation for FSET (Food Share Employment and Training) required disclosure.

Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and

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Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for with sub-grantee receives Federal Financial Assistance from FNS.

Article 22 – Benefits

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Gallia County.

*The full contract can be found in the Commissioner's Office.

DJFS – SUBGRANT AGREEMENT

Director Dana Glassburn presented the following agreement for approval. Q. Jay Stapleton moved to approve and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

RECITALS

This Subgrant Agreement between the Gallia County Department of Job and Family Services, (hereinafter referred to as "CDJFS") located at 848 3rd Avenue, Gallipolis OH 45631 and Sojourners Care Network (hereinafter referred to as "SUBGRANTEE") (Unique Identifier 089919844) at address 31860 Claypool Hollow Road, McArthur, OH 45651 SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement.

This Subgrant is made pursuant to the following federal award: Ohio START CFDA # 93.472 Original award date 10/01/2023; FAIN# 2401OHPSGP.

At the time of signing this subgrant, the Federal Awards for CFDA 93.472 had not been signed. The CDJFS will update the Federal Award sign date once it is received.

This subgrant is not intended for research and development purposes.

DEFINITIONS

As used in this document, the words and phrases set forth below shall have the following meanings:

A. "Grantor" means Gallia County CDJFS

B. "Subgrantee" means Sojourners Care Network

C. "Financial assistance" means all cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds;

D. "Federal, state and local laws" include all federal statutes and regulations; appropriations by the Ohio General Assembly; the Revised Code; uncodified law included in an Act, Ohio Administrative Code (OAC) rules; any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments; the relevant terms and conditions of any federal awards; as well as any resolutions or policies adopted by the Gallia County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals and Guidance Letters. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement;

E. "CFDA" means the Code of Federal Domestic Assistance assigned to a federal grant.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- (A) The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.
- (B) SUBGRANTEE will report to the contact specified in Article VIII, below, who may communicate specific requests and instructions to SUBGRANTEE concerning SUBGRANTEE's performance under this Agreement.

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SUBGRANTEE will comply with any instructions or requests to the satisfaction of GRANTOR within ten (10) days after receipt of the instructions or requests. SUBGRANTEE expressly understands and acknowledges that any instructions are strictly necessary to ensure the successful completion of the activities specified in this Agreement and are not intended and do not amend or alter this Agreement or any part thereof. If SUBGRANTEE believes that any instructions or requests would materially alter the terms and conditions of this Agreement, SUBGRANTEE agrees to consult the specified contact for GRANTOR named in Article VIII, below. SUBGRANTEE agrees to consult the designated contact for GRANTOR as necessary to ensure comprehension of Subgrant activities and their successful completion.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.
- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed in this Agreement.
- D. Provide technical assistance and training to assist Subgrantee, with the limits of available resources, in fulfilling its obligations under this Agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in or incorporated by this Agreement.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, the federal terms and conditions of the grant award, and this Subgrant Agreement.
- B. Program proposal is as follows:
 - a. Improve the capacity of parents affected by substance abuse to care for their children's needs, promote their child's well-being and reduce child abuse potential.
 - b. Keep children safe with their parents, if possible, reunify families and promote attachment for children needing relative or foster care placement.
 - c. Reduce the number of repeat referral to GCDJFS and repeat recurrence of child abuse and neglect among families served.
 - d. Enhance child developmental and emotional well-being.
- C. Monitor all private and governmental entities that receive payments from Subgrants awarded under this Agreement to ensure that each such entity uses the funds in accordance with the applicable federal and state laws and the terms of this Agreement.
- D. Take action to recover payments that are not used in accordance with the conditions, requirements, or restrictions set forth in this Agreement.
- E. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- F. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- G. Keep and maintain records that are sufficient for the preparation of reports required by law and submit all reports as requested and required by GRANTOR.
- H. Make records available to Grantor, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- I. Shall be responsible for any and all unemployment, worker's compensation, etc. that would result after subgrant agreement ends as once the grant has ended there is no money available to cover such cost.
- J. Complete all reporting requirements in a timely manner as required by the grant.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

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- A. This Subgrant Agreement will be in effect from July 1, 2026 – June 30, 2027 unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Gallia County Auditor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. This grant is in the total amount of one hundred forty thousand dollars and zero cents. (\$140,000.00).
- B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached and shall not exceed the amount provided in Article V-A, above. It is understood that subgrantee cannot exceed twelve percent (12%) in administration cost through cost allocation or direct cost method. Such methodology shall be submitted with each invoice. Subgrantee may bill Grantor monthly for reimbursement of disbursements for actual costs (the 12% admin shall be separated on the invoice; budget line items for this contract that are considered are as follows: Program Administrator & Fiscal cost, incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dated, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, travel, supplies, etc.) for the billing period and in cumulative amount to date, all invoices and a list of eligible participants must be submitted to 848 Third Avenue, Gallipolis, Ohio 45631.

Grantor will make payment on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked "Final," must be submitted within 30 days of the expiration date of this Subgrant Agreement. The final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice."

- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, or the Gallia Board of County Commissioners fails at any time to continue funding Grantor for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Gallia County.
- D. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and 2 CFR 200, as well as 45 CFR 74 or 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including, but not limited to:
1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 or 45 CFR 75.35, as applicable, including, but not limited to:
 - a. Fiscal and accounting procedures:
 - b. accounting records:
 - c. Internal control over cash, real and personal property, and other assets:
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts:
 - e. Source documentation; and
 - f. Cash management.
 2. Period of Availability of Funds: Pursuant to 45 CFR 74.28 or 45 CFR 75.35, as applicable, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this Subgrant Agreement and for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
 3. Matching or Cost Sharing: Pursuant to 45 CFR 74.23 or 45 CFR 75.35, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
 4. Program Income: Program income must be used and accounted for as specified in 45 CFR 74.24 or 45 CFR 75.35, as applicable to SUBGRANTEE.

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5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 74.32 or 45 CFR 75.35, as applicable.
6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 or 45 CFR 75.35, as applicable. The purchase of equipment shall not exceed \$10,000. If over \$10,000 the subgrantee must determine reasonable depreciation and the amount to be applied to the subgrant.
7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 75.35 and 7 CFR 3016.33 as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 1. Services provided to program participants:
 2. Administrative cost of services provided to program participants:
 3. Charges made to and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 4. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for a period of three years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular 2 CFR 200, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 or 45 CFR 75.35, as applicable, and OMB Circular 2 CFR 200, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular 2 CFR 200, Subpart E, §_500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at 848 Third Avenue, Gallipolis, Ohio 45631 within two (2) weeks of Subgrantee's receipt of any such audit report.
- B. Additional responsibilities of SUBGRANTEE as an auditee under OMB Circular 2 CFR 200 include, but are not limited to:
 1. Proper identification of federal awards received.
 2. Maintenance of appropriate internal controls.
 3. Preparation of appropriate financial statements, including a schedule of federal awards expended.
 4. Proper performance and timely submission of an OMB Circular 2 CFR 200 audit report.
 5. Follow-up on audit findings, including the preparation of a summary schedule of prior audit findings and corrective action, if necessary, and the preparation of a corrective action plan.
- C. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Subgrantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Subgrantee, if Grantor loses funding or discovers any illegal conduct on the part of Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of an award, federal, state or local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:

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1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
4. Withhold further awards for the Subgrant activity; or
5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.

D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
4. Perform any other tasks that Grantor requires.

E. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor from Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to Gallia County Department of Job and Family Services 848 Third Avenue, Gallipolis, Ohio 45631 and other contact information for the appropriate representative of GRANTOR.
- B. Notices to the Subgrantee from Grantor that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to Sojourners Care Network 31860 Claypool Hollow Road McArthur Ohio 45651, and other contact information for the appropriate representative of SUBGRANTEE.
- C. The subgrantee reserves the right to request a change in peer mentors with a 60-day written notice to the provider and the right to request immediate removal if circumstances, (as determined by GCDJFS), requires immediate actions.
- D. Routine communications from GRANTOR to SUBGRANTEE and from SUBGRANTEE TO GRANTOR will be between the representatives designated in section A and B of this Article VIII. Each party will retain a written record of any such communications.
- E. All notices in accordance with sections A, B or C of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI, below, this Subgrant Agreement may be amended only a document signed by both parties. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant Agreement in addendum hereto. Any addendum to this Subgrant Agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor may modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
- B. Any subgrants made by Subgrantee to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 74 or 45 CFR 75.35, as applicable, and will impose upon any subgrantee(s) the requirements of 45 CFR 74 or 45 CFR Part 75, as applicable, as well as federal,

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state and local law. Any award of a subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the Revised Code.

- C. Debarment and Suspension: As provided in 45 CFR 74.13 or 45 CFR 75.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- D. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state and local laws, including, as applicable, 45 CFR 75.35 or 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
- E. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 75.35. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.
- F. Audit: Ensure that subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of 45 CFR 74.26 or of 45 CFR 75.35 for that fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the subrecipient's receipt of any such audit report.
- G. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities, including, but not limited to:
 - 1. Identify the federal awards made by informing each subrecipient of the CFDA title and number, award name and number, award year, whether the award is for research and development, and the name of the federal awarding agency. When some of this information is not available, the pass-through entity will provide the best information available to describe the federal award.
 - 2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by ODJFS or by SUBGRANTEE.
 - 3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations and the provisions of contracts or subgrant agreements and that all performance goals are achieved.
 - 4. Ensure that subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of 45 CFR 74.26 or of 45 CFR 75.35 for that fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the subrecipient's receipt of any such audit report.
 - 5. Issue a management report on audit findings within six (6) months after receipt of a subrecipient's audit report and ensure the subrecipient takes appropriate and timely corrective action.
 - 6. Consider whether audits of subrecipients requires adjustments of SUBGRANTEE'S own records.
 - 7. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to their records and financial statements.
- H. Prohibitions for purchases: Subgrantee are prohibited from the purchasing of telecommunication & video surveillance for selected vendors. In accordance with 2 CFR 200.216; 2 CFR 200, Appendix II (K).
 - 1. Subgrantee must not award contracts, renew contracts or expend any federal grant funds to purchase or obtain equipment or services that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system which are product by Huawei Technologies or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance equipment or services product or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- I. Domestic Preferences for procurements: In accordance with 2 CFR 200.322.
 - 1. As appropriate as to the extent consistent with law, the subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
 - b. "Manufactured Products: means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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- J. Clean Air Act Disclosure: in accordance with 2 CFR 200 Appendix II (G). Compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Only applicable with any subgrants in excess of one hundred and fifty thousand dollars.

XIII. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH GRANT CONDITIONS

By accepting the Subgrant and by executing this Subgrant Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this Article X. SUBGRANTEE'S certification of compliance with each of these conditions is considered a material representation of fact upon which GRANTOR is relying in entering into this Subgrant Agreement.

- A. If, at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, GRANTOR will consider this Subgrant Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the GRANTOR paid SUBGRANTEE for work performed before subgrantee received notice that the Subgrant Agreement is *void ab initio* will be immediately repaid or GRANTOR may commence an action for recover against SUBGRANTEE.

1. Federal Debarment Requirements: SUBGRANTEE certifies that neither SUBGRANTEE nor any principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 45 CFR 75.35 (HHS), 29 CFR 98 (DOL), or 7 CFR 3016.35 (USDA). SUBGRANTEE also affirms that within three (3) years preceding this agreement neither SUBGRANTEE nor any of its principals:

- a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
- b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.

2. Qualifications to Conduct Business: SUBGRANTEE affirms that it has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

3. Finding for Recovery: SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with Grantor, as Grantor is a political subdivision of the State of Ohio.

4. Material Assistance to Terrorist Organization: SUBGRANTEE affirms that SUBGRANTEE, its principals, affiliated groups, or persons with a controlling interest in SUBGRANTEE's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, GRANTOR may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice in accordance with Article XX, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section B. Any funds paid for work performed during a period when SUBGRANTEE was not in compliance with this Section B will be immediately repaid or GRANTOR may commence an action for recovery against SUBGRANTEE.

1. Ethics Law: SUBGRANTEE certifies that it and all officers, employees and agents of SUBGRANTEE will comply with the requirements of the Ohio ethics law and Ohio law pertaining to offences against justice and public administration, including, but not limited to, Sections 102.03, 102.04, 2921.02, 2921.42 and 2921.43, Revised Code.

2. Nondiscrimination: SUBGRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the American with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and Part 42; and Department of Agriculture, Food and Nutrition Services (FNS) directive and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance from FNS.

The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

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- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
3. Pro-Children: SUBGRANTEE certifies that it will comply with the requirements of the Pro-Children Act of 1994 (20 USC 7183) imposing restrictions on smoking in facilities where federally funded children's services are provided.
 4. Acknowledgement of Federal Funding: SUBGRANTEE certifies that it will acknowledge federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funding, including statement of the percentage and dollar amounts of the total program or project costs financed with federal funds and the percentage and dollar amount of the total costs financed by nongovernmental sources.
 5. Limited English Proficiency: SUBGRANTEE certifies that it will take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and there is effective communication between the service provider and individuals with limited English proficiency.
 6. Resource Conservation: SUBGRANTEE certifies that it will comply with the Resource Conservation and Recovery Act (42 USC 6901) in giving preference in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA (40 CFR parts 247 - 254).
 7. Hatch Act: SUBGRANTEE certifies that it will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 8. SUBGRANTEE certifies that it will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
 9. SUBGRANTEE certifies that it will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
 10. SUBGRANTEE certifies that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. 2 CFR 200, "Audits of States, Local Governments, and Non-Profit Organizations."
 11. SUBGRANTEE certifies that it will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing the programs funded under this Subgrant Agreement.
 12. SUBGRANTEE certifies that it will post the December 2015 version of the AD-475B "And Justice for All" poster.

ARTICLE XIV. MISCELLANEOUS TERMS AND CONDITIONS

- A. Limitation of Liability: To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. Choice of Law; Partial Invalidity: This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Construction: Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

*The full agreement is on file in the Commissioner's Office.

DJFS – SUBGRANT AGREEMENT

Director Dana Glassburn presented the following agreement for approval. Tony Hughes moved to approve and Q. Jay Stapleton seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

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**GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT**

RECITALS

This Subgrant Agreement between the Gallia County Department of Job and Family Services, (hereinafter referred to as "CDJFS") located at 848 3rd Avenue, Gallipolis OH 45631 and Sojourners Care Network (hereinafter referred to as "SUBGRANTEE") (Unique Identifier 089919844) at address 31860 Claypool Hollow Road, McArthur, Ohio 45651 SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement.

This Subgrant is made pursuant to the following federal award: Benefit Bridge TANF Reg. CFDA # 93.558 (original award date 10/01/2026; FAIN#2601OHTANF) Temporary Assistance to Needy Families Block Grant, as administered by the U.S. Department of Health and Human Services, Federal Award signed on 10/01/2025. At the time of signing the subgrant the 93.558 CFDA Federal Award had not been signed. CDJFS will place updated Federal Award sign date once received. This Subgrant is not for research and development purposes.

DEFINITIONS

As used in this document, the words and phrases set forth below shall have the following meanings:

D. "Grantor" means Gallia County CDJFS

B. "Subgrantee" means Sojourners Care Network

C. "Financial assistance" means all cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds;

D. "Federal, state and local laws" include all federal statutes and regulations; appropriations by the Ohio General Assembly; the Revised Code; uncodified law included in an Act, Ohio Administrative Code (OAC) rules; any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments; the relevant terms and conditions of any federal awards; as well as any resolutions or policies adopted by the Gallia County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals and Guidance Letters. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement;

E. "CFDA" means the Code of Federal Domestic Assistance assigned to a federal grant.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- (A) The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.
- (B) SUBGRANTEE will report to the contact specified in Article VIII, below, who may communicate specific requests and instructions to SUBGRANTEE concerning SUBGRANTEE's performance under this Agreement. SUBGRANTEE will comply with any instructions or requests to the satisfaction of GRANTOR within ten (10) days after receipt of the instructions or requests. SUBGRANTEE expressly understands and acknowledges that any instructions are strictly necessary to ensure the successful completion of the activities specified in this Agreement and are not intended and do not amend or alter this Agreement or any part thereof. If SUBGRANTEE believes that any instructions or requests would materially alter the terms and conditions of this Agreement, SUBGRANTEE agrees to consult the specified contact for GRANTOR named in Article VIII, below. SUBGRANTEE agrees to consult the designated contact for GRANTOR as necessary to ensure comprehension of Subgrant activities and their successful completion.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.
- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.

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- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed in this Agreement.
- D. Provide technical assistance and training to assist Subgrantee, with the limits of available resources, in fulfilling its obligations under this Agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in or incorporated by this Agreement.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, the federal terms and conditions of the grant award, and this Subgrant Agreement.
- B. Provide Peer Mentor to encourage program engagement, foster hope for life after benefits end and broker resources necessary for success after public assistance ends. Offer intensive and on-going support towards goals of self-sufficiency and provide adequate resources for the family. Collaborate with the benefit Coach, and the Financial Literacy Coach. The peer mentor will have shared lived experience in receiving and successfully transitioning off public assistance. The Peer Mentor will ensure participants gain essential life skills that are important in all areas of life, and will utilize the following types of strategies but not limited to: Experiential Life skills development; financial literacy training (hand on experience); health and wellness programs, career development activities, mentorship and peer support and community engagement. Benefit Bridge START Peer Mentor employee will be temporarily utilized in this Peer Mentor Role until the Peer Mentor hiring for role is completed.
- C. Monitor all private and governmental entities that receive payments from Subgrants awarded under this Agreement to ensure that each such entity uses the funds in accordance with the applicable federal and state laws and the terms of this Agreement.
- D. Take action to recover payments that are not used in accordance with the conditions, requirements, or restrictions set forth in this Agreement.
- E. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- F. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- G. Keep and maintain records that are sufficient for the preparation of reports required by law and submit all reports as requested and required by GRANTOR.
- H. Make records available to Grantor, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- I. Shall be responsible for any and all unemployment, worker's compensation, etc. that would result after subgrant agreement ends as once the grant has ended there is no money available to cover such cost.
- K. Complete all reporting requirements in a timely manner as required by the grant.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2026 – June 30, 2027 unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Gallia County Auditor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. This grant is in the total amount of ninety-two thousand nine hundred and ninety one dollars and no cents.(\$92,991.00)

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- B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached and shall not exceed the amount provided in Article V-A, above. It is understood that subgrantee cannot exceed twelve percent (12%) in administration cost through cost allocation or direct cost method. Such methodology shall be submitted with each invoice. Subgrantee may bill Grantor monthly for reimbursement of disbursements for actual costs (the 12% admin shall be separated on the invoice; budget line items for this contract that are considered are as follows: Program Administrator & Fiscal cost, incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dated, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, travel, supplies, etc.) for the billing period and in cumulative amount to date, all invoices and a list of eligible participants must be submitted to 848 Third Avenue, Gallipolis, Ohio 45631.

Grantor will make payment on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked "Final," must be submitted within 30 days of the expiration date of this Subgrant Agreement. The final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice."

- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, or the Gallia Board of County Commissioners fails at any time to continue funding Grantor for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Gallia County.
- D. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and 2 CFR 200, as well as 45 CFR 74 or 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including, but not limited to:
1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 or 45 CFR 75.35, as applicable, including, but not limited to:
 - a. Fiscal and accounting procedures:
 - b. Accounting records:
 - c. Internal control over cash, real and personal property, and other assets:
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts:
 - e. Source documentation; and
 - f. Cash management.
 2. Period of Availability of Funds: Pursuant to 45 CFR 74.28 or 45 CFR 75.35, as applicable, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this Subgrant Agreement and for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
 3. Matching or Cost Sharing: Pursuant to 45 CFR 74.23 or 45 CFR 75.35, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
 4. Program Income: Program income must be used and accounted for as specified in 45 CFR 74.24 or 45 CFR 75.35, as applicable to SUBGRANTEE.
 5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 74.32 or 45 CFR 75.35, as applicable.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 or 45 CFR 75.35, as applicable. The purchase of equipment shall not exceed \$10,000. If over \$10,000 the subgrantee must determine reasonable depreciation and the amount to be applied to the subgrant.
 7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 75.35 and 7 CFR 3016.33 as applicable.

ARTICLE VI. RECORDS

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A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.

B. Records must include sufficient detail to disclose:

1. Services provided to program participants;
2. Administrative cost of services provided to program participants;
3. Charges made to and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
4. Cost of operating the organizations, agencies, programs, activities, and functions.

A. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for a period of three years.

ARTICLE VII. AUDITS OF SUBGRANTEE

A. Subgrantee agrees to provide for timely audits as required by OMB Circular 2 CFR 200, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 or 45 CFR 75.35, as applicable, and OMB Circular 2 CFR 200, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular 2 CFR 200, Subpart E, § 500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at 848 Third Avenue, Gallipolis, Ohio 45631 within two (2) weeks of Subgrantee's receipt of any such audit report.

B. Additional responsibilities of SUBGRANTEE as an auditee under OMB Circular 2 CFR 200 include, but are not limited to:

1. Proper identification of federal awards received.
2. Maintenance of appropriate internal controls.
3. Preparation of appropriate financial statements, including a schedule of federal awards expended.
4. Proper performance and timely submission of an OMB Circular 2 CFR 200 audit report.
5. Follow-up on audit findings, including the preparation of a summary schedule of prior audit findings and corrective action, if necessary, and the preparation of a corrective action plan.

C. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Subgrant Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Subgrantee affecting the operation of the Subgrant Agreement.

B. Notwithstanding the provisions of ARTICLE VII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Subgrantee, if Grantor loses funding or discovers any illegal conduct on the part of Subgrantee.

C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of an award, federal, state or local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:

1. Temporarily withhold cash payment pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s) Subgrant activity;
4. Withhold further awards for the Subgrant activity; or
5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.

D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:

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1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement:
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities:
 3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that Grantor requires.
- E. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor from Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to Gallia County Department of Job and Family Services 848 Third Avenue, Gallipolis, Ohio 45631 and other contact information for the appropriate representative of GRANTOR.
- B. Notices to the Subgrantee from Grantor that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to Sojourners Care Network, 31860 Claypool Hollow Road, McArthur, Ohio 45651, and other contact information for the appropriate representative of SUBGRANTEE.
- C. Routine communications from GRANTOR to SUBGRANTEE and from SUBGRANTEE TO GRANTOR will be between the representatives designated in section A and B of this Article VIII. Each party will retain a written record of any such communications.
- D. All notices in accordance with sections A or B of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI, below, this Subgrant Agreement may be amended only a document signed by both parties. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant Agreement in addendum hereto. Any addendum to this Subgrant Agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor may modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
- B. Any subgrants made by Subgrantee to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 74 or 45 CFR 75.35, as applicable, and will impose upon any subgrantee(s) the requirements of 45 CFR 74 or 45 CFR Part 75, as applicable, as well as federal, state and local law. Any award of a subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the Revised Code.
- C. Debarment and Suspension: As provided in 45 CFR 74.13 or 45 CFR 75.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- D. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures,

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the procedures must conform to all applicable federal, state and local laws, including, as applicable, 45 CFR 75.35 or 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.

- E. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 75.35. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.
- F. Audit: Ensure that subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of 45 CFR 74.26 or of 45 CFR 75.35 for that fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the subrecipient's receipt of any such audit report.
- G. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities, including, but not limited to:
 - 1. Identify the federal awards made by informing each subrecipient of the CFDA title and number, award name and number, award year, whether the award is for research and development, and the name of the federal awarding agency. When some of this information is not available, the pass-through entity will provide the best information available to describe the federal award.
 - 2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by ODJFS or by SUBGRANTEE.
 - 3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations and the provisions of contracts or subgrant agreements and that all performance goals are achieved.
 - 4. Ensure that subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of 45 CFR 74.26 or of 45 CFR 75.35 for that fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the subrecipient's receipt of any such audit report.
 - 5. Issue a management report on audit findings within six (6) months after receipt of a subrecipient's audit report and ensure the subrecipient takes appropriate and timely corrective action.
 - 6. Consider whether audits of subrecipients requires adjustments of SUBGRANTEE'S own records.
 - 7. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to their records and financial statements.
- H. Prohibitions for purchases: Subgrantee are prohibited from the purchasing of telecommunication & video surveillance for selected vendors. In accordance with 2 CFR 200.216; 2 CFR 200, Appendix II (K).
 - 3. Subgrantee must not award contracts, renew contracts or expend any federal grant funds to purchase or obtain equipment or services that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system which are product by Huawei Technologies or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 4. Telecommunications or video surveillance equipment or services product or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- I. Domestic Preferences for procurements: In accordance with 2 CFR 200.322.
 - 2. As appropriate as to the extent consistent with law, the subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be include:
 - c. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
 - d. "Manufactured Products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- J. Clean Air Act Disclosure: in accordance with 2 CFR 200 Appendix II (G). Compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Only applicable with any subgrants in excess of one hundred and fifty thousand dollars.

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XIII. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH GRANT CONDITIONS

By accepting the Subgrant and by executing this Subgrant Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this Article X. SUBGRANTEE'S certification of compliance with each of these conditions is considered a material representation of fact upon which GRANTOR is relying in entering into this Subgrant Agreement.

- A. If, at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, GRANTOR will consider this Subgrant Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the GRANTOR paid SUBGRANTEE for work performed before subgrantee received notice that the Subgrant Agreement is *void ab initio* will be immediately repaid or GRANTOR may commence an action for recover against SUBGRANTEE.

1. Federal Debarment Requirements: SUBGRANTEE certifies that neither SUBGRANTEE nor any principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 45 CFR 75.35 (HHS), 29 CFR 98 (DOL), or 7 CFR 3016.35 (USDA). SUBGRANTEE also affirms that within three (3) years preceding this agreement neither SUBGRANTEE nor any of its principals:

- a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
- b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.

2. Qualifications to Conduct Business: SUBGRANTEE affirms that it has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

3. Finding for Recovery: SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with Grantor, as Grantor is a political subdivision of the State of Ohio.

4. Material Assistance to Terrorist Organization: SUBGRANTEE affirms that SUBGRANTEE, it principals, affiliated groups, or persons with a controlling interest in SUBGRANTEE's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, GRANTOR may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice in accordance with Article XX, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section B. Any funds paid for work performed during a period when SUBGRANTEE was not in compliance with this Section B will be immediately repaid or GRANTOR may commence an action for recovery against SUBGRANTEE.

1. Ethics Law: SUBGRANTEE certifies that it and all officers, employees and agents of SUBGRANTEE will comply with the requirements of the Ohio ethics law and Ohio law pertaining to offences against justice and public administration, including, but not limited to, Sections 102.03, 102.04, 2921.02, 2921.42 and 2921.43, Revised Code.

2. Nondiscrimination: SUBGRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the American with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and Part 42; and Department of Agriculture, Food and Nutrition Services (FNS) directive and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance from FNS.

The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

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The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

3. Pro-Children: SUBGRANTEE certifies that it will comply with the requirements of the Pro-Children Act of 1994 (20 USC 7183) imposing restrictions on smoking in facilities where federally funded children's services are provided.
4. Acknowledgement of Federal Funding: SUBGRANTEE certifies that it will acknowledge federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funding, including statement of the percentage and dollar amounts of the total program or project costs financed with federal funds and the percentage and dollar amount of the total costs financed by nongovernmental sources.
5. Limited English Proficiency: SUBGRANTEE certifies that it will take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and there is effective communication between the service provider and individuals with limited English proficiency.
6. Resource Conservation: SUBGRANTEE certifies that it will comply with the Resource Conservation and Recovery Act (42 USC 6901) in giving preference in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA (40 CFR parts 247 - 254).
7. Hatch Act: SUBGRANTEE certifies that it will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
8. SUBGRANTEE certifies that it will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
9. SUBGRANTEE certifies that it will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
10. SUBGRANTEE certifies that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. 2 CFR 200, "Audits of States, Local Governments, and Non-Profit Organizations."
11. SUBGRANTEE certifies that it will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing the programs funded under this Subgrant Agreement.
12. SUBGRANTEE certifies that it will post the December 2015 version of the AD-475B "And Justice for All" poster.

ARTICLE XIV. MISCELLANEOUS TERMS AND CONDITIONS

- D. Limitation of Liability: To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- E. Choice of Law; Partial Invalidity: This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- F. Construction: Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

*The full agreement is on file in the Commissioner's Office.

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DJFS – SUBGRANT AGREEMENT

Director Dana Glassburn presented the following agreement for approval. Q. Jay Stapleton moved to approve and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

GALLIA COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES

PURCHASE OF SERVICE VENDOR CONTRACT

This contract is entered into between the Gallia County Department of Job and Family Services (GCDJFS) and Sojourners Care Network (Contractor), for the purchase of visitations.

I. **TERM**

This contract will be effective from 07/01/2026-6/30/2027 inclusive, unless otherwise terminated or extended by formal amendment for two additional one-year contracts.

This grant is in the total amount of ninety-seven thousand and fourteen dollars (\$97,014.00).

II. **SCOPE OF SERVICE**

Subject to the terms and conditions set forth in this contract and any attached exhibits (if applicable), the Contractor agrees to perform Visitation activities and services for GCDJFS.

Any description intended for internal or external use, including media releases, information pamphlets, etc. shall mention that eligibility, in relation to this contract, will be determined by GCDJFS.

The provider will be expected to provide varying levels of supervision based on family need and risk level; facilitate quality visits using planned and structured activities; and assist parents in attainment of family's case plan goals related to visitation, reunification, and establishment of healthy parent/child relationships.

The provider will be expected to provide services in the most home-like, family-friendly environment possible that can accommodate multiple families at any given time, to encourage and support the development and enhancement of attachment and bonding between parent and child.

III. **BILLING AND PAYMENT**

Billing -Invoices will be submitted to GCDJFS within 10 days of the end of the service month for services rendered during the month. The GCDJFS will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. The GCDJFS will make payment for all invoices received in accordance with the terms of this contract. Payment shall be made only for those services authorized by the GCDJFS. Any invoice that contains errors or does not contain names of all individuals served (children and parents); number of visits per week including the duration of each visit; number of cancelled visits with details regarding who and why; "No Shows" reported same day of occurrence; specifics regarding parent /child interaction; specifics regarding interaction between adults in the visits progress towards addressing identified concerns; identification of any issues/concerns that GCDJFS staff made aware of quotes/important statements, disclosures; specifics regarding when the provider had to intervene during the visit as parent was unable to provide discipline

Verification to be submitted with each monthly invoice must, minimally, contain the following:

- Parent/Caretaker name
- Child with whom the parent/caretaker visited
- Length of the visit
- Signature page with the parent/caretaker verifying the visit and duration

IV. **ELIGIBILITY FOR SERVICES**

The Contractor shall provide service to eligible individuals as authorized by the GCDJFS.

V. **DUPLICATE BILLING**

The Contractor warrants that claims made the to GCDJFS for payment for services provided shall be for actual services rendered to eligible individuals as authorized by the GCDJFS.

Nothing in this provision shall be interpreted to prohibit use of multiple sources of public funds to serve program participants as long as the GCDJFS contract funds supplement and do not supplant existing funds used for providing the services under this contract.

VI. **AVAILABILITY AND RETENTION OF RECORDS**

The Contractor shall retain and make available for audit by GCDJFS, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor for the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States

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government all records relating to the service provided under this contract and supporting documentation for invoices submitted to GCDJFS by the Contractor for a minimum of three (3) years after payment under this contract. If an audit begins during this period, the Contractor shall retain such records until the conclusion of the audit and resolution of all related issues.

- VII.

EVALUATION AND MONITORING

GCDJFS with cooperation of the Contractor will complete periodic monitoring and evaluation activities as deemed necessary by GCDJFS to ensure compliance with the terms of the contract.
- VIII.

CONFLICT OF INTEREST

This contract in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from GCDJFS, assuming the contractual work in no way impedes the Contractor's ability to perform the services required under this contract. The Contractor warrants that at the time of entering into this contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this contract.

The Contractor further agrees that no GCDJFS officers, Board of County Commissioners, or employees of the county involved in the development of the specifications or the negotiations of the contract has any financial interest in the contract. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when a Public Official and/or a "member of the Public Officials immediate family" and/or "business associate", (Refer to Ohio Ethics Commission advisory Opines 2009-06, 2008-03, 1990-010, and 1980-001), will gain financially or receive personal favors or any other benefit as defined by Law and/or Ohio Ethics Commission Opinion and/or any other Authoritative Opinion and/or Bulletin applicable to this contract, as a result of the signing or implementation of this contract.

The Contractor shall report the discovery of any potential conflict of interest to GCDJFS. Should a conflict of interest be discovered during the term of this contract, GCDJFS may exercise any right under the contract including termination of the contract.
- IX.

ASSIGNMENTS AND SUBCONTRACTS

The Contractor shall not assign this contract without the prior written approval of GCDJFS. The Contractor shall not subcontract any of the services agreed to in this contract without the express written consent of the GCDJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any of the services provided by such a contractor.
- X.

GOVERNING LAW

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.
- XI.

INTEGRATION AND MODIFICATION

The instrument embodies the entire contract between the parties. There are no promise, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.
- XII.

SEVERABILITY

If any term or provision of this contract or the application of such term or provision to an person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.
- XIII.

TERMINATION

Either party may terminate this contract by notice, in written, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this contract, the Contractor must deliver the notice of termination 30 days before the effective date of termination. Should GCDJFS wish to terminate this contract, GCDJFS may do so immediately upon delivery of the termination notice. The parties further agree that should the contract be terminated, or the Contractor become unable to provide the services agreed to in this contract for any reason, such service as the Contractor has provided upon the date of termination or of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Section III-BILLING AND PAYMENT.

The parties further agree that should the contract be terminated or the Contractor become unable to complete the work requested in this contract for any reason, such work as the Contractor has completed upon the date of termination or of its inability to continue the terms of this contract shall become the property of GCDJFS. The GCDJFS shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the contract, which date shall be the date of termination, unless extended upon request by the GCDJFS. Notwithstanding the above, the Contractor shall not be relieved of liability to the GCDJFS for damages sustained by the GCDJFS by virtue of any breach of the contract by the Contractor. GCDJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by the GCDJFS by virtue of any breach of the contract by the Contractor.

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GCDJFS may withhold any compensation to the Contractor until the amount of damages due the GCDJFS from the provider is agreed upon or otherwise terminated.

XIV.

COMPLIANCE

The Contractor certifies that the Contractor and all subcontractors who provide direct or indirect services under this contract will comply with all requirements of federal laws and regulations and state statutes in the conduct of work in this contract. Specifically the Contractor shall ensure compliance with the following:

Copeland Anti- Kickback Act

Davis- Bacon Act

Sections 103 and 107 of the contract work hour

And Safety Standards Act

Energy Policy and Conservation Act

The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions required for the performance of the work by the Contract's full time employees.

The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in the state of Ohio has been obtained and shall be maintained throughout this contract. In the absence of such approvals, licenses, or other qualifications, this contract shall be void as of the first effective date and any payment incurred during which said contract is void shall be returned to GCDJFS.

XV.

MAINTENANCE OF EFFORT

The Contractor warrants the services provided under the terms of this contract are in addition to those services the Contractor would normally provide and will not be reduced in any way because of this contract.

XVI.

NON-DISCRIMINATION

The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law.

During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws.

The Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this contract, or in reference to any contractors or subcontractors of said Contractor.

XVII.

RELATIONSHIP

Nothing in this contract establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this contract. The Contractor shall at all times have the status of an independent without the right or authority to impose tort, contractual, or any other liability on GCDJFS or its Board of County Commissioners.

XVIII.

NOTICE

Any notice to GCDJFS shall be sufficient if sent by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to the contract. Any notice to the Contractor shall be sufficient if sent certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract. GCDJFS reserves the right to use other forms of written notices if deemed appropriate by GCDJFS.

XIX.

DISCLOSURE

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Contractor has with a county employee or employee's business, or about any business relationship or financial interest that a county employee (including a member of the Public Officials immediate family) has with the Contractor or in the Contractor's business.

XXI.

CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws (HIPPA) applicable to GCDJFS and/or consumers of GCDJFS concerning confidentiality of GCDJFS consumers. The Contractor understands that any access to the identities of any GCDJFS consumers shall be as necessary for the purpose of performing its responsibilities under this contract. The Contractor agrees that the use or disclosure of information concerning GCDJFS consumers for any purpose not directly related to the administration of this contract is prohibited.

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XXII. AUDIT RESPONSIBILITY

The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit by appropriate federal, state, or local auditors directly related to the provision of this contract. Audits will use a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the "sampling" method may include, but are not limited to, month's expenses, total units, and billable units. If the audit finds errors, GCDJFS will apply the error rate of the sample period to the entire audit period.

The Contractor agrees to repay GCDJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the Contractor cannot repay the overpayment in one month, the Contractor will sign a "Repayment of Funds Agreement." The Contractor recognizes and agrees GCDJFS may withhold any money due and recover through any appropriate method any of the money erroneously paid under this contract if evidence exists of less than full compliance with this contract. If payments are not made according to the agreed upon terms, future checks will be held until the repayment of funds is current. GCDJFS will cancel and not reissue checks held more than 60 days. GCDJFS also reserves the right not to increase the rate(s) of payment or the overall contract amount for services purchased under this contract if there is any outstanding or unresolved issue related to an audit finding.

GCDJFS may allow a change in the terms of the repayment contract. Any change will require formal amendment to the repayment contract signed by all parties. GCDJFS may allow an amendment to the repayment contract to address the development of any additional changes or issues.

XXIII. WARRANTY

The Contractor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards and as identified in Section II Scope of Service.

XXIV. AVAILABILITY OF FUNDS

This contract is contingent upon the availability of federal, state, or local funds appropriated or allocated for payment of this contract. If funds are not allocated and available for the continuance of the products or services provided by the Contractor, GCDJFS may terminate the products or services provided by the Contractors at the end of the period for which funds are available. GCDJFS in the event this provision is exercised, and GCDJFS shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

XXV. APPROVAL

This contract is conditioned upon approval of the Gallia Board of County Commissioners. IF the Board of County Commissioners does not approve the contract, the contract shall be terminated under this provision. GCDJFS shall notify the contractor at the earliest possible time of failure to receive Board approval. GCDJFS shall not be liable for any damages that result from termination under this provision.

XXVI. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that the Contractor shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect GCDJFS property or employees which are necessary to the Contractor's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: Acts of God; strikes or lockouts; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fires; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; and explosions.

The Contractor shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control, which prevents the Contractor from carrying out its obligations contained herein.

XXVII. LEGAL STATUS

Any legal action brought pursuant to the contract will be filed in a court of competent jurisdiction Gallia County and Ohio law will apply.

XXVIII. CHILD SUPPORT ENFORCEMENT

The Contractor agrees to cooperate with GCDJFS, ODJFS, and any other Child Support Enforcement Agency in ensuring that the Contractor's employees meet child support obligations established under state law. Further, by executing this contract, the Contractor certifies present and future compliance with any order for the withholding of support, which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

XXIX. CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders, and requirements issued under section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA List of Violating Facilities. The Contract is required to report any violations to the state/county agency and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).

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XXX.

DEBARMENT AND SUSPENSION

Contracts shall not be made to parties on the nonprocurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Order 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. The burden of proof is on the agency. If a Contractor filed an erroneous certification, the Contract will reimburse the agency the full amount of the contract plus any fines, penalties, etc.

XXXI.

LOBBYING

A Contractor who applies for bids for an award of more than \$100,000 shall file certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

XXXII. **PUBLIC RECORDS**

This contract is a matter of public record under the laws of the state of Ohio. The Contractor agrees to make copies of this contract promptly available to any requesting party. Upon request made pursuant to Ohio law, GCDJFS shall make available the contract and all public records generated as a result of this contract.

By entering into this contract, the Contractor acknowledges and understands that records maintained by the Contractor pursuant to this contract may be deemed public record and subject to disclosure under Ohio law. The Contractor shall comply with the Ohio public records law.

XXXIII. **DRUG-FREE WORKPLACE**

The Contractor certifies and affirms that the Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in anyway.

XXXIV. **MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

Although information about and generated under this contract may fall within the public domain, Contractor/Bidder will not release information about or related to this contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the GCDJFS, unless Contractor/Bidder is required to release requested information by law. GCDJFS reserves the right to announce to the general public and media: award of the contract, contract terms and conditions, scope of work under the contract, deliverables, results obtained under the contract, impact of contract activities, and assessment of Contractor/Bidder's performance under the contract. Except where GCDJFS approval has been granted in advance, the Contractor/Bidder will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of contract award, contract terms and conditions, contract scope of work, government furnished documents GCDJFS may provide to Contractor/Bidder to fulfill the contract scope of work, deliverables required under the contract, results obtained under the contract, and impact of contract activities. If contacted by the media about this contract, Contractor/Bidder agrees to notify the GCDJFS in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Contractor/Bidder from using contract information and results to market to specific clients or prospects.

XXXV. **AMENDMENTS**

All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original contract. Changes to this contract as a result of changes in federal and/or state law may be made to this contract by GCDJFS through the notification process in section XXVIII of this contract; however it is the responsibility of the contractor to be aware of any such federal and/or state law changes.

*The full agreement is on file in the Commissioner's Office.

DJFS – LEASE AMENDMENT

Director Dana Glassburn presented the following Lease Amendment for approval. Q. Jay Stapleton moved to approve and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

**GALLIA COUNTY BOARD OF COUNTY COMMISSIONERS AND
GALLIA COUNTY JOB AND FAMILY SERVICES
LEASE AGREEMENT
AMENDMENT NO. 2**

This Amendment No. 2 ("Amendment") to the Building Lease Agreement ("Original Lease") is made and entered into as of August 1, 2026 by and between the Gallia County Board of Commissioners ("Landlord") and the Gallia County Department of Job and Family Services ("Tenant").

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RECITALS

WHEREAS, the parties entered into the Original Lease for the premises located at 848 Third Avenue, Gallipolis, Ohio, signed on 7/26/2012 and

WHEREAS, the parties desire to amend the Original Lease to increase the threshold for maintenance expenses requiring the use of maintenance fees from five thousand dollars (\$5,000) to ten thousand (\$10,000) with Amendment 1 and now amend Amendment 1 from ten thousand (\$10,000) to fifteen thousand dollars (\$15,000).

AMENDMENT

1. Maintenance Fee Threshold

Section 10 of the Original Lease is hereby amended to read as follows:

"Maintenance fees are for the sole purpose of covering all structural and potentially non-structural maintenance/repair expenses greater than fifteen thousand dollars (\$15,000) in any given year, unless otherwise agreed to by Tenant and Landlord. These maintenance fees may also be utilized by the Landlord for additional improvements or enhancements to the facility located at 848 Third Avenue, Gallipolis, Ohio, as deemed necessary by the Landlord."

2. No Other Modifications

Except as expressly amended herein, all other terms and conditions of the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

s/Jeremy Kroll, President
s/Q. Jay Stapleton, Vice President
s/Tony Hughes, Commissioner

FIELD OF HOPE

President Kroll entertained a motion to approve the allocation of \$75,000 from the OneOhio Opioid Settlement funds to the Field of Hope for services and renovations to the Rio Recovery House. As a condition of the funding, the Rio Recovery House must meet all applicable sober living standards. A grant agreement outlining the terms and conditions of the award will be drafted and submitted to the Prosecuting Attorney for review and approval prior to the disbursement of funds. Tony Hughes moved to approve, and Jeremy Kroll seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, abstain (Due to personal family conflict); Mr. Hughes, yea

ADJOURN

At 4:00 p.m. the President entertained a motion for adjournment. Q. Jay Stapleton made and Tony Hughes seconded the motion Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

Jeremy Kroll

Jeremy Kroll, President
Absent

Q. Jay Stapleton, Vice President
A Tony Hughes

Tony Hughes, Commissioner

Amanda Phillips

Amanda Phillips, Clerk to the Board