



WRIGHT STATE APPLIED RESEARCH CORPORATION

**AUDITOR'S REPORT ON THE
WORKFORCE DEVELOPMENT FUNDING**

FOR THE YEARS ENDED JUNE 30, 2012 - 2017

**OHIO AUDITOR OF STATE
KEITH FABER**



**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT FUNDING**

TABLE OF CONTENTS

TITLE	PAGE
AUDITOR'S REPORT	1
GENERAL BACKGROUND	3
FUNDING	4
WORKFORCE DEVELOPMENT – EXPENDITURE ACTIVITIES	5
Criteria	5
Testing Results – Vendor Contracts	5
Testing Results – Other Uses of Workforce Development Fund	14
Payroll Expenses:	14
Indirect Cost Expenses:	15
RECOMMENDATIONS	17
OFFICIALS' RESPONSES	18
Exhibit A – Job Titles and Duties	19
Exhibit B – Memorandum of Understanding and Extensions	25
Exhibit C – 2016 Final Expenditure Report to Ohio Department of Higher Education	43

This page intentionally left blank.

OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street, 5th Floor
Columbus, Ohio 43215-3506
(614) 466-3402 or (800) 443-9275
StateRegion@ohioauditor.gov

AUDITOR'S REPORT

Wright State Applied Research Corporation
4035 Colonel Glenn Highway, Suite 200
Beavercreek, OH 45431

We have completed testing over the Wright State Applied Research Corporation (WSARC, now Parallax Advanced Research as of October 24, 2020) related to the Defense/Aerospace Graduate Studies Institute and Defense/Aerospace Workforce Development Initiative (i.e., workforce development funding) for state fiscal years (SFY) 2012 through 2017, under the authority of Ohio Rev. Code §117.11.

The Office of the Inspector General referred Report No. 2017-CA00022, issued on June 11, 2019, to the Auditor of State (AOS) for further consideration. That report evaluated the practices of Wright State University (WSU), Wright State Research Institute (WSRI), and WSARC regarding the workforce development funding, and concluded there was reasonable cause to believe a wrongful act or omission had occurred. The AOS reviewed the Office of the Inspector General's report and determined further testing over the workforce development funding was justified. The objective of this review was to determine if WSARC, who ultimately disbursed the workforce development funds, disbursed them in accordance with the Ohio Constitution and consistent with language in the Ohio house bills. Based on these documents, in order for a disbursement to be allowable, it must (1) support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy and (2) strengthen the linkages called for by the pertinent Ohio house bills. These regional job training efforts included activities with the primary purpose of conducting or supporting, directly or indirectly, regional job training efforts. The purpose of the activity cannot be to develop an entity's own workforce or otherwise further an entity's non-regional job training goals. The creation of jobs alone is not enough to satisfy regional job training efforts.

This workforce development funding was approved by the legislature and appropriated to the Ohio Department of Higher Education (formerly the Ohio Board of Regents), which passed-through \$36 million to WSARC between SFYs 2012 and 2017. WSARC disbursed the workforce development funding from SFY 2013 through the date of our review, January 20, 2020. The workforce development funding was deposited into two funds, 11034 and 11077, as such we obtained WSARC's Project Ledger Detail Reports for both funds in order to analyze how this money was spent.

The scope of our testing included vendor payments, payroll expenses, and indirect cost expenses paid from fund 11034, totaling approximately \$15.5 million. The vendor payments disbursed from fund 11077 were excluded since a majority of these payments, approximately \$13.3 million (66.3%), were made to Ohio colleges and universities. The payroll and indirect cost expenses paid from fund 11077, totaling approximately \$5.6 million, were included in the scope of our testing. We reviewed the related contracts, applicable invoices, employees' titles/job duty descriptions, and other information provided by Parallax Advanced Research (Parallax).

This engagement was not a financial or performance audit, the objectives of which would be vastly different. Therefore, it was not within the scope of this work to conduct a comprehensive and detailed examination of the workforce development activity or evaluate for efficiencies of the processes.

On August 10, 2022, we held a meeting with Parallax's management to discuss our initial results. After that meeting, Parallax provided additional documentation and narratives related to the use of these funds, which we evaluated. A final draft of our report was provided to Parallax on May 3, 2023, and to the Ohio Department of Higher Education on May 17, 2023. They both waived a formal exit conference to discuss the contents of our report. Officials' responses were received on May 11, 2023 from Parallax and May 26, 2023, from the Ohio Department of Higher Education and included in this report.

A handwritten signature in black ink, appearing to read "Robert R. Hinkle". The signature is fluid and cursive, with a large initial "R" and "H".

Robert R. Hinkle, CPA, CGFM
Chief Deputy Auditor
Columbus, Ohio

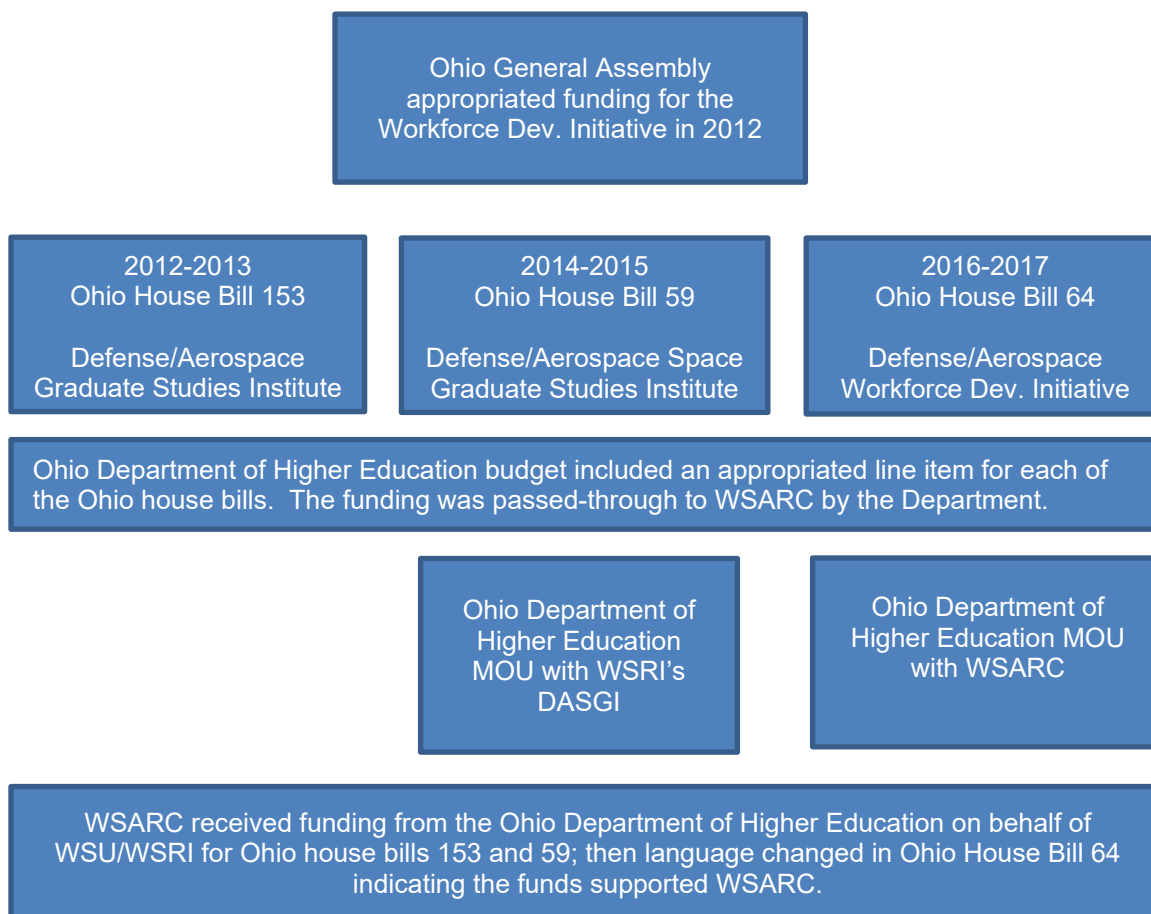
May 26, 2023

GENERAL BACKGROUND

In 2012, the Ohio General Assembly appropriated funding to the Ohio Department of Higher Education (the Department or DHE) for the Defense/Aerospace Graduate Studies Institute (DAGSI) at WSU to enhance skills and job training and to strengthen research and education linkages among Department of Defense facilities, institutions of higher education, and available industry jobs in Ohio. This program was administered by the WSRI, which is a department within the University.

The workforce development initiative was funded with monies collected from the initial casino licensing fee established by the Ohio Constitution Article XV, Section 6(C)(4). The Constitution restricted the casino licensing fees to be used for “. . . state economic development programs which support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy.” This funding will be referred to as the workforce development funding throughout this report.

The DAGSI's appropriation was included in the biennial budgets of the DHE for the years 2012-13, 2014-15, and 2016-17 (see funding below). DHE passed-through \$36 million of the DAGSI (i.e., Defense/Aerospace Workforce Development Initiative) state funding to the WSARC between SFYs 2012 and 2017.



WSARC was originally incorporated in 2004 as the Wright Center of Innovation for Advanced Data Management and Analysis, Inc. (WCI), a non-profit 501(C)(3) entity. On March 30, 2011, WCI changed its name to Wright State Applied Research Corporation. WSARC supported the University's research enterprise primarily by acting as a contracting entity for WSU, WSRI, and the State of Ohio, and provided supplemental operational mechanisms necessary to fulfill the mission and vision directives of the University and its constituent units, thereby benefiting the University and the State. Key members of WSARC also held key positions concurrently within WSRI and/or WSU (including the Chief Executive Office, Executive Director, and board members) at various times.

FUNDING

Uncodified section 371.50.65 of Am. Sub. H.B. 153 of the 129th General Assembly provides that appropriation item 235668, Air Force Institute of Technology – Defense/Aerospace Graduate Studies Institute, shall be used by the Defense/Aerospace Graduate Studies Institute to strengthen regional job training, equip Ohio's workforce with needed skills, and strengthen the research and educational linkages among Department of Defense facilities in Ohio, institutions of higher education in Ohio, and available industry jobs in Ohio. The Ohio General Assembly appropriated \$4 million in SFY 2012 and \$4 million in SFY 2013, totaling \$8 million.

Uncodified section 363.485 of Am. Sub. H.B. 59 of the 130th General Assembly provides that appropriation item 235668, Defense/Aerospace Workforce Development Initiative, shall be used by the Defense/Aerospace Graduate Studies Institute, to collaborate with the aviation, aerospace, and defense industries, to strengthen job training programs, equip Ohio's workforce with needed skills, and strengthen and grow research and educational linkages among Ohio's defense and aerospace aviation industry, federal agencies, state-assisted Ohio universities, and the University System of Ohio. A portion of the foregoing appropriation item 235668, Defense/Aerospace Workforce Development Initiative, shall be allocated to develop a strategic plan to align the University System of Ohio's research and workforce development assets with the workforce needs of public and private sector employers. A portion of these funds shall be used to support the Aerospace Professional Development Center to establish processes necessary to link underemployed or unemployed persons to job openings in these industries. The Ohio General Assembly appropriated \$4 million in SFY 2014 and \$4 million in SFY 2015, totaling \$8 million.

Uncodified section 369.455 of Am. Sub. H.B. 64 of the 131st General Assembly provides that appropriation item 235668, Defense/Aerospace Workforce Development Initiative, shall be used by the Applied Research Corporation to collaborate with the aviation, aerospace, and defense industries, to strengthen job training programs, equip Ohio's workforce with needed skills, and strengthen and grow research and educational linkages among Ohio's defense and aerospace aviation industry, federal agencies, state-assisted Ohio universities, and the University System of Ohio. A portion of these funds shall be used to support the Aerospace Professional Development Center to establish processes necessary to link underemployed or unemployed persons to job openings in these industries. The amount appropriated for the Defense/Aerospace Workforce Development Initiative increased to \$10 million in SFY 2016 and \$10 million in SFY 2017, totaling \$20 million.

For the SFY 2012-2013 biennium, a memorandum of understanding (MOU) between the DHE and WSU did not exist. According to the DHE management, WSU was to rely on language within the house bill to determine the proper use of this funding.

For the SFY 2014-2015 biennium, a MOU between the DHE and the DAGSI was executed on October 7, 2013. The scope of services included the Ohio Constitution and house bill language for the workforce development line item, which required DAGSI to file a Final Expenditure Report form to disclose compliance with state law and the Ohio Constitution. The Executive Director of WSRI and CEO of WSARC signed the MOU on behalf of the DAGSI.

For the SFY 2016-2017 biennium, a MOU between the DHE and WSARC was executed on December 10, 2015. The scope of services included the Ohio Constitution and house bill language for the workforce development line item, which required WSARC to file Final Expenditure Report form to disclose compliance with state law and the Ohio Constitution. The CEO of WSARC, who was also the Executive Director of WSRI, signed the MOU.

As of SFY 2020, multiple extensions were granted for the 2016-17 MOU extending the period through June 30, 2020, which authorized WSARC to continue disbursing the 2016-2017 funding until it was depleted.

WORKFORCE DEVELOPMENT – EXPENDITURE ACTIVITIES

Criteria

As indicated above, the objective of this review was to determine if WSARC disbursed the workforce development funding in accordance with the Ohio Constitution and consistent with language in the Ohio house bills. Our review was intended to evaluate the nature of the contracts and activities of WSARC in relation to these requirements, and not the detailed transactions and activities for each vendor. The specific requirements in the Ohio house bills varied year by year, but implicit within the house bills is the Constitutional requirement that the money “. . . be used to fund state economic development programs which support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy.”

Therefore, for a disbursement to be allowable, it must (1) support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy and (2) strengthen the linkages called for by the pertinent Ohio house bills. These regional job training efforts included activities with the primary purpose of conducting or supporting, directly or indirectly, regional job training efforts. The purpose of the activity cannot be to develop an entity's own workforce or otherwise further an entity's non-regional job training goals. The creation of jobs alone is not enough to satisfy regional job training efforts.

The Ohio house bills must be interpreted within the context of the Ohio Constitution (i.e., the constitutional language and the language of the house bill must be combined or read together so the use permitted by the constitution is “built into” the use permitted by the house bills). For example, the Ohio Constitution requires the money “. . . be used to fund state economic development programs which support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy.” The Ohio house bill calls for the money to be used to “strengthen regional job training, equip Ohio's workforce with needed skills, and strengthen the research and educational linkages among Department of Defense Facilities in Ohio, Institutions of higher education in Ohio, and available industry jobs in Ohio.” This language is consistent with the constitutional mandate (e.g., fund programs which support regional job training efforts to equip workforce) and imposing additional requirements (strengthen linkages). To be permissible under the Ohio house bills, the use of money must meet all of these requirements. Because the outer limits of how the money may be used is not broader than the constitutional limits, the house bill is constitutional.

Testing Results – Vendor Contracts

We reviewed WSARC's Project Ledger Detail Reports for Fund 11034 for the workforce development funding for SFYs 2013-2016 and selected the 16 largest vendors for testing. We requested the contracts and certain invoices associated with these 16 vendors to determine the scope of work provided by each vendor. WSARC provided a majority of the information requested; however, certain documentation was not provided. According to WSARC management, the missing contracts and invoices dated prior to 2016 were not available due to a hard drive being compromised by a ransomware virus. Management also

indicated once WSARC discontinued their association with WSU, staff no longer had access to the WSARC financial records and contracts being maintained by the University.

Thirteen of 16 vendors performed services that were initially determined not allowable per the Ohio Constitution and Ohio house bills since the services provided did not relate to regional job training. The table below summarizes the results of our initial testing.

No.	Vendor Name	Contract Period	Amount Paid to Vendor	Initial Unallowable Amount	Initial Allowable Amount
1.	Ron Wine Consulting Group	10/1/12 – 6/30/19	\$1,600,000	\$1,600,000	\$0
2.	Leidos	1/1/13 – 12/31/14	\$1,553,483	\$1,553,483	\$0
3.	Radiance Technologies, Inc.	3/24/14 – 4/18/15	\$803,375	\$803,375	\$0
4.	Advanced Technical Intelligence Center	2/27/14 – 2/26/16	\$637,240	\$387,240	\$250,000
5.	Advratech, LLC	10/1/13 – 12/31/15	\$509,690	\$509,690	\$0
6.	Global Impact STEM	Unknown	\$500,000	\$500,000	\$0
7.	SelectTech GeoSpatial, LLC	10/1/12 – 6/30-13	\$331,178	\$331,178	\$0
8.	Wright State University	8/15/14 – 12/31/15	\$282,984	\$282,984	\$0
9.	Keelworks Marine, LLC	11/3/14 – 11/5/15	\$191,777	\$191,777	\$0
10.	Lodestar Strategies	9/1/14 - Unknown	\$171,378	\$171,378	\$0
11.	Ferraro IT Management Services, Inc.	5/5/14 – 10/30/15	\$134,872	\$134,872	\$0
12.	Daniel Palczynski	7/10/13 – 8/24/13	\$46,422	\$46,422	\$0
13.	Interlocking Strategies	9/1/13 – 8/31/14	\$27,000	\$27,000	\$0
14.	Strategic Growth Partners, LLC	4/21/14 – 6/30/16	\$833,273	\$0	\$833,273
15.	Tenet 3, LLC	8/1/13 – 12/15/14	\$218,732	\$0	\$218,732
16.	Cubic Defense Applications, Inc.	11/7/14 – 5/7/15	\$100,000	\$0	\$100,000

Totals: \$7,941,404 \$6,539,399 \$1,402,005

We reviewed 68 contracts, modifications, and corresponding statements of work to identify the scope of work and services provided by these 16 vendors. In some instances, if the contract was lacking information or deemed inconclusive, we requested copies of the invoices to assist us in determining if the services provided were allowable. Several contracts and/or modifications could not be located by WSARC; therefore, we could not ensure the completeness of the population and the information noted below represents the contracts and/or modifications that were provided and reviewed as part of our testing.

However, after much discussion with Parallax representatives, we expanded our criteria to evaluate the contracts, as a whole, in light of the overall goal to meet the constitutional and house bill requirements to (1) support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy and (2) strengthen the linkages called for by the pertinent Ohio house bills. As such, if a contract was necessary to enable another contract to meet these objectives, it was determined allowable. However, because these connections were not readily apparent, we also relied on the supplemental narratives, descriptions, and contract purposes Parallax provided in response to our preliminary evaluations. Considering this supplemental information, we re-evaluated each contract's purpose to determine if it contributed to the overall objective in some manner. The table below provides updated information regarding the final determinations for these 16 contracts. Additional detail regarding the individual contracts and the nature of the services provided follows the table.

No.	Vendor Name	Contract Period	Amount Paid to Vendor	Final Unallowable Amount	Final Allowable Amount
1.	Ron Wine Consulting Group	10/1/12 – 6/30/19	\$1,600,000	\$0	\$1,600,000
2.	Leidos	1/1/13 – 12/31/14	\$1,553,483	\$0	\$1,553,483
3.	Radiance Technologies, Inc.	3/24/14 – 4/18/15	\$803,375	\$0	\$803,375
4.	Advanced Technical Intelligence Center	2/27/14 – 2/26/16	\$637,240	\$0	\$637,240
5.	Advratech, LLC	10/1/13 – 12/31/15	\$509,690	\$0	\$509,690
6.	Global Impact STEM	Unknown	\$500,000	\$0	\$500,000
7.	SelectTech GeoSpatial, LLC	10/1/12 – 6/30-13	\$299,976	\$0	\$299,976
8.	Wright State University	8/15/14 – 12/31/15	\$282,984	\$0	\$282,984
9.	Keelworks Marine, LLC	11/3/14 – 11/5/15	\$191,777	\$0	\$191,777
10.	Lodestar Strategies	9/1/14 - Unknown	\$171,378	\$0	\$171,378
11.	Ferraro IT Management Services, Inc.	5/5/14 – 10/30/15	\$134,872	\$0	\$134,872
12.	Daniel Palczynski	7/10/13 – 8/24/13	\$46,422	\$0	\$46,422
13.	Interlocking Strategies	9/1/13 – 8/31/14	\$27,000	\$0	\$27,000
14.	Strategic Growth Partners, LLC	4/21/14 – 6/30/16	\$833,273	\$0	\$833,273
15.	Tenet 3, LLC	8/1/13 – 12/15/14	\$249,934	\$0	\$249,934
16.	Cubic Defense Applications, Inc.	11/7/14 – 5/7/15	\$100,000	\$0	\$100,000
Totals:			\$7,941,404	\$0	\$7,941,404

1. Ron Wine Consulting Group

We reviewed two contracts and one modification for the Ron Wine Consulting Group (RWCG). RWCG provided consulting services for business development and strategy for WSU to grow the region and WSU's portfolio in human performance research and development. RWCG identified donors and contributors for the Aerospace Professional Development Center, assisted WSARC/WSRI to expand its government grants and contracts, and worked with the Ohio General Assembly to continue funding for the workforce development funding line item in the state budget.

In a prior engagement, AOS reviewed the payments made to the RWCG, totaling \$1,581,900, to determine if the expenses were properly supported. We reviewed RWCG contracts, modifications, invoices, and other documentation for the consulting services provided to WSARC. A finding for recovery was issued on July 26, 2019, for public monies illegally expended against Ronald D. Wine, acting President of Ron Wine Consulting Group, LLC and Ron Wine Consulting Group, LLC in the amount of \$1,333,648 and in favor of WSARC. The results identified in this report did not affect that prior report.

The contracts and modifications, on their own, did not support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy, and the consulting services appeared to benefit WSU only. However, the additional narratives provided by Parallax indicated Ron Wine did perform some work that trained WSRI and WSU employees to secure federal contracts and those contracts did ultimately lead to job training. In addition, Ron Wine did directly engage in some job training efforts, but as an indirect result of his training with WSU and WSRI, WSARC was able to obtain other contracts for projects that also resulted in regional job training.

Based on the supplemental narratives provided by Parallax, the nature of the services provided were considered to be allowable per the Ohio Constitution and Ohio house bills, totaling **\$1,600,000**.

2. Leidos

We reviewed one contract and two modifications for Leidos (formerly the Science Applications International Corporation). Leidos is an American defense, aviation, information technology and biomedical research company that provides scientific, engineering, systems integration, and technical services. WSARC contracted with Leidos to develop the local workforce and more specifically, create and sustain desired jobs in Ohio. Approximately 73 new jobs were created at the Leidos facilities within Ohio with a particular focus in the area of human performance research associated with the remotely piloted aircraft.

The contract and modifications, on their own, did not support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy or support regional job training efforts. However, the additional narratives provided by Parallax indicated the work included establishing academic, industry, and government partnerships to train Ohio's current and future human performance research workers to support the 2008 Base Realignment Committee's decision to move all U.S. Department of Defense human performance research and development to Wright Patterson Air Force Base (WPAFB). The overall objective of this project was to get the people and technology in place to support later training efforts with remote piloting technology. A portion of the funds were used for developing a strategic plan to align the University System of Ohio's research and workforce development assets with the workforce needs of public and private sector employer and for supporting the Aerospace Professional Development Center to establish processes necessary to link underemployed or unemployed persons to job openings in these industries.

Based on the supplemental narratives provided by Parallax, the nature of the services provided were considered to be allowable per the Ohio Constitution and Ohio house bills, totaling **\$1,553,483**.

3. Radiance Technologies, Inc.

We reviewed two contracts and four modifications for Radiance Technologies. Radiance Technologies leverages its technical innovation and operational expertise with military and intelligence clients. Radiance Technologies was contracted to build software for a credibility assessment system to use the Air Force Research Laboratory algorithms to produce a predictive threat assessment to score and determine different levels of deception or malicious intent. The software would be owned by WSRI and marketed to the United States Military. Furthermore, a second contract with Radiance Technologies was entered into on February 1, 2013 but a statement of work was missing; therefore, we were unable to determine if the scope of services were allowable.

The first contract and modifications, on their own, did not support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy. The creation of the software was not to support regional job training efforts. The second contract lacked a statement of work which clearly demonstrated it supported regional job training efforts. However, the additional narratives provided by Parallax indicated the work provided job training in working with space systems. The contracts appear to more specifically fund the development of a new human performance product for the National Aerospace Intelligence Center (NASIC) in order to grow and expand new data analytics tools and social media technologies which would assist in transitioning work from the U.S. Air Force's (USAF) 711th Human Performance Wing to the intelligence needs of the NAISC located at WPAFB.

Based on the supplemental narratives provided by Parallax, the nature of the services provided were considered to be allowable per the Ohio Constitution and Ohio house bills, totaling **\$803,375**.

4. Advanced Technical Intelligence Center (ATIC)

We initially reviewed contract one with one modification (14-001) and the third modification for another contract (ATIC 001), the original contract and second modification were not provided. ATIC assisted in the facilitation and operation of the Dayton Region STEM Collaborative by serving as the hiring agent for the Executive Director and the Director of Communication and Outreach. In this role, ATIC was responsible for supporting and collaborating with the Dayton Region STEM Collaborative with expanding the STEM workforce within the Dayton region. The company provided office space and supporting infrastructure (e.g., telephones, internet access) within the ATIC facility to house the STEM Collaborative Executive Director and Director of Communication and Outreach. ATIC also provided meeting space for the use of the STEM Collaborative Board of Trustees, Executive Director, and Director of Communication and Outreach. Pursuant to the third modification ATIC was contracted to provide a complaint, full-scope security program that would assist WSARC with meeting their objectives as a cleared defense contractor. Security tasks were divided into three areas: General Support, Facility Physical Security, and Program Security Support. Tasks were to be worked on concurrently across all three phases.

The contract and first modification supported regional job training efforts to equip Ohio's workforce with additional skills to grow the economy by expanding and supporting the STEM workforce and STEM Collaborative in Dayton. As a result, contract one, as modified, were deemed allowable per the Ohio Constitution and Ohio house bills, totaling **\$250,000**.

Through discussions with Parallax, a second contract (ATIC 001) plus modification two and a third contract (1034-005) were provided to the auditors for review and consideration. Contract two, did not initially appear to support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy. However, the additional narratives provided by Parallax indicated the first contract's objective was to train the workforce (including Ohio students) on how to do classified human performance research using the analyst test bed to support the USAF 711th Human Performance wing that was set up to support workforce development outside of WPAFB. The purpose of the second contract and third contract were to train and equip a security team to provide full security support for the testbed in support of the USAF 711th Human Performance Wing. The overall objective of this project was to develop and secure a piece of technology that would be used for training. This included the development of a University level security program which provided the requisite security training/program development to support security operations of Human Performance research and development (R&D) at WPAFB.

Based on the supplemental narratives provided by Parallax, the nature of the services provided were considered to be allowable per the Ohio Constitution and Ohio house bills, totaling **\$637,240**.

5. Advratech, LLC

We reviewed two contracts, six modifications to the first contract, and one modification to the second contract, for Advratech. Advratech aided in the research of the maturation of intellectual property (IP) for the purpose of commercialization to align with WSU IP offerings with federal and commercial markets. The company worked with WSARC to develop a Healthlink Information Exchange to integrate with the Veteran Administration in Dayton. Advratech was also tasked with creating a Sharepoint application to support their operations. Finally, Advratech developed a website for the Alliance for Human Effectiveness and Advancement (AHEAD), assist with the advance of human system research and exposure to contributors.

The contracts and modifications, on their own, did not support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy. Development of IP, the Healthlink Information Exchange, Sharepoint application, and website did not involve or provide support to

regional job training efforts. However, the additional narratives provided by Parallax indicated the purpose of this contract was for Advratech to help WSU mature and move technology/IP. Parallax Advanced Research further stated that universities are typically not good at IP transition, therefore, their employees required job training to learn how to effectively transition technology and on what funding opportunities were available to commercialize their technology. The overall objective of this project was to train individuals at universities how to obtain government contracts vs. simply obtaining government grants. As a result of the training, the number of R&D contracts from USDOD to grow the local human performance workforce in support of the USAF 711th Human performance Wing increased. Specifics tasks under these contracts included: "interfacing with the regional AHEAD to create collaboration with Academia, industry and the AFRL [Air Force Research Laboratory] Human Effectiveness Directorate."

Based on the supplemental narratives provided by Parallax, the nature of the services provided were considered to be allowable per the Ohio Constitution and Ohio house bills, totaling **\$509,690**.

6. Global Impact STEM Academy

Based upon available public information, the Global Impact STEM Academy is an early-college high school certified in STEM curriculum and has specialized its core gateways to lead students from the time they begin high school until they enter college or into specialized professional industries that affect their day-to-day lives. The STEM Academy received two \$250,000 payments from WSARC, which appear to be a donation for startup and infrastructure expenses. WSARC was unable to provide a contract or agreement with the STEM Academy to determine how the \$500,000 was spent. However, the additional narratives provided by Parallax indicated the purpose of this contract was to train and attract STEM students across the Springfield, Ohio region. It provided STEM school funding for the Global Impact Sciences Technology Engineering and Math Academy in Springfield. The funding was used to build curriculum that connected career pathways, thereby fostering a skilled workforce and economic development for the region. According to WSARC's narrative, the funding was provided to create an education pipeline for producing skilled workers in agriculture and food production.

Based on the supplemental narratives provided by Parallax, the services provided were considered to be allowable per the Ohio Constitution and Ohio house bills, totaling **\$500,000**.

7. SelectTech Geo Spatial, LLC

SelectTech Geo Spatial, LLC (SelectTech) provides aircraft avionics integration, rapid prototyping & development, facilities operations & management, and IT systems operations & maintenance. The contract for SelectTech was missing the scope of work with a fee set for \$300,000, of which \$299,976 was paid. However, the additional narratives provided by Parallax indicated the purpose of this contract was to train the members of the Ohio workforce in designing and testing remotely piloted air vehicles in support of the HPC/RPA research programs related to the USAF 711th Human Performance Wing's needs. The remote piloting system appears to be built to accomplish the USAF 711th Human Performance Wing mission(s) and to provide integration with a universal communication, intelligence surveillance and reconnaissance ground stations. Also, a ledger entry indicated SelectTech was paid an additional \$31,178 beyond the original contract fee, but further information provided by WSARC showed this was a posting error and the charges related to Tenet 3, LLC.

Based on the supplemental narratives provided by Parallax, the nature of the services provided were considered to be allowable per the Ohio Constitution and Ohio house bills, totaling **\$299,976**.

8. Wright State University

We reviewed two contracts and one modification for Wright State University. Wright State University was contracted to develop statistical techniques for evaluation of the photometric data of satellites. This consisted of developing techniques to create and maintain statistical baselines of signatures including information which characterizes the data such as standard deviations, etc., using self-learning techniques that over time identify meaningful change and minimize false alarms for the purpose of trend analysis and change detections. The two contracts were entered into on October 31, 2014 totaling \$55,029 and \$40,000, respectively. The University was paid an additional \$187,955 beyond these two contracts and a third contract and/or modification to the original contracts was not provided to account for this amount.

The contracts and modification, on their own, did not support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy. The development of statistical techniques does not appear to support job training efforts. However, the additional narratives provided by Parallax indicated this contract provided job training in working with space systems. However, the funding was more specifically for data analysis of deep space situational awareness in support of the USAF 711th Human Performance Wing and for leveraging capabilities from the National Air and Space Intelligence center. The WSU contracts provided job training in working with space systems and funded classroom training in data analytics.

Based on the supplemental narratives provided by Parallax, the services provided were considered to be allowable per the Ohio Constitution and Ohio house bills, totaling **\$282,984**.

9. Keelworks Marine, LLC

We reviewed one contract and one modification for Keelworks Marine, LLC. Keelworks Marine, LLC provided consulting services to WSARC to establish WSRI as a premier research entity in the Department of Defense community and to create partnerships with local businesses. The company provided research and guidance to WSRI leadership to enhance the capabilities of WSRI's System Integration Lab, generated the visibility of WSRI, and to set the state for business development and program generation. The contract and modification, on their own, did not support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy. However, the additional narratives provided by Parallax indicated the contract focused on new business capture and proposal support and training for the WSRI employees and its partners to expand and bring additional R&D funding back to Ohio and grow the human performance research and development talent across Ohio, academia, industry and the government. Overall, the contract supported the work done with the test bed (see ATIC contract) and remote pilot tech (see Leidos and SelectTech), by developing a systems integration laboratory for the analyst testbed and remotely piloted vehicles.

Based on the supplemental narratives provided by Parallax, the nature of the services provided were considered to be allowable per the Ohio Constitution and Ohio house bills, totaling **\$191,777**.

10. Lodestar Strategies

We reviewed one contract for Lodestar Strategies. Lodestar Strategies was contracted to provide consulting services to work with WSRI to expand research grant revenue for the University and generate the visibility of WSRI. Lodestar Strategies was tasked with establishing WSRI as a premier research entity with the Department of Defense and make mutually productive business alliances and teaming arrangements with government entities, corporate partners, and other aligned entities. Lodestar Strategies was to generate the visibility of WSRI, address funding opportunities, and engage targeted collaborators and leverage relationships to allow WSRI to quickly offer tangible, relevant services to primary research funding entities.

The contract, on its own, did not support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy. The expansion of revenue and visibility of WSRI, even if it resulted in more jobs, is inadequate. However, the additional narratives provided by Parallax indicated this contract provided "job training and oversight to be used in developing new business opportunities across the federal government by leveraging multiple Department of Defense and Intelligence community funding sources and potential clients." However, the specific work performed under the contract was consulting services to "create business alliances and teaming engagement with government entities, corporate partners, academic institutions, and other partner organizations working with the Federal Legislative and Executive branches in order to garner funding for human performance research and development across the region and Ohio." This additional information indicated this contract provided for training and mentorship for WSU and WSRI employees/students in preparing briefings and in preparing succinct, compelling summaries to ask for funding assistance from Congress.

Based on the supplemental narratives provided by Parallax, the nature of the services provided were considered to be allowable per the Ohio Constitution and Ohio house bills, totaling **\$171,378**.

11. Ferraro IT Management Services, Inc.

Ferraro IT Management Services (Ferraro) was contracted to provide program management training that was designed to train WSRI staff on how to manage and execute federal government contracts. Ferraro also provided training services to WSRI to support WSRI contract delivery and proposal support, fast tracking program management operations capabilities, agile related training and change management deliverables. In addition, the company assisted developing WSRI employees and their skills to execute integrated master schedules and integrated master plans. The contract, on its own, did not support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy. However, the additional narratives provided by Parallax indicated the contract was to provide the students/university workforce with federal program management and proposal preparation training using MyProjectAdvisor@ (www.myprojectadvisor.com), a project management services company that provided project management consulting, training, and leadership development. The specific work under the second contract was to provide services to support and deploy program management services and training to WSRI and its partners.

Based on the supplemental narratives provided by Parallax, the nature of the services provided were considered to be allowable per the Ohio Constitution and Ohio house bills, totaling **\$134,872**.

12. Daniel Palczynski

We reviewed one contract and one modification for Daniel Palczynski. WSARC was unable to provide the contract or modification. According to WSARC, Daniel Palczynski was an independent contractor hired by WSARC to create a Social Security Administration Health Information Exchange commercialization study for WSRI. Mr. Palczynski was also responsible for validating the recommendations of the original study, to analyze market conditions, identify program shortfalls and market strengths, recommend solutions for shortfalls, and revamp the "go-to-market" strategy to develop and market products owned by WSRI.

Since WSARC was unable to provide a copy of Mr. Palczynski's original contract and modification, we were initially unable to determine if the services provided were allowable. Moreover, conducting a study pertaining to the viability of an IP did not appear to support regional job training efforts. However, the additional narratives provided by Parallax indicated this contract was the commercialization component of a project to bring disabled veterans into the social security and VA ecosystems and provide training on how to navigate those systems. This contract was to establish a tool and to train and assist the disabled students/veterans in applying for federal education and benefit support programs. The tool and the training provided under this contract assisted disabled students/veterans in securing funding

for their education and workforce development, which ultimately helped integrate them back into the civilian workforce.

Based on the supplemental narratives provided by Parallax, the nature of the services provided were considered to be allowable per the Ohio Constitution and Ohio house bills, totaling **\$46,422**.

13. Interlocking Strategies

We reviewed one contract for Interlocking Strategies. Interlocking Strategies was hired to make connections and identify new research opportunities, develop a new strategic plan focused on the use of funds that positions WSRI to achieve its financial, organization, and commercialization objectives, foster business development and growth, and research & development of human performance contracts for companies and universities in Ohio. Interlocking Strategies was tasked with assisting in developing the strategic direction and use of the AHEAD consortium to increase its funding from federal, state, and local opportunities by \$500,000. The contract, on its own, did not support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy. However, the additional narratives provided by Parallax indicated the contract provided job training and oversight to be used in developing new business opportunities within the State of Ohio to support of the USAF 711th Human Performance Wing regional AHEAD, and to create collaboration with Academia, industry and the AFRL Human Effectiveness Directorate to grow and win multiple new human performance research and development programs for the region and across Ohio. Overall, this contract served a similar purpose as the Advratech contract. The contract created collaboration with Academia, industry and the AFRL Human Effectiveness Directorate to grow and win multiple new human performance research and development programs for the region and across Ohio.

Based on the supplemental narratives provided by Parallax, the nature of the services provided were considered to be allowable per the Ohio Constitution and Ohio house bills, totaling **\$27,000**.

14. Strategic Growth Partners, LLC

We reviewed one contract and twenty-five modifications for Strategic Growth Partners. Strategic Growth Partners was contracted to develop a proposal for the Defense Advanced Research Projects Agency System and to provide consulting services to WSRI employees for coaching support, business development personnel, create and development a business development handbook, and develop a technology catalog to market WSRI-owned technologies. Strategic Growth also developed a program that WSRI/WSARC implemented to train people in the region on grant writing techniques to compete for jobs in the air defense research industry.

The nature of the services provided were deemed allowable per the Ohio Constitution and Ohio house bills, totaling **\$833,273**.

15. Tenet 3, LLC

Tenet 3 was contracted to assist WSU in finding talent for a cyber-physical systems, autonomy, and human performance research. The company was also hired to foster workforce development, support economic growth in southwest Ohio, and to design and outline a regional workforce development and training strategy to support and sustain regional growth.

The nature of the services provided were deemed allowable per the Ohio Constitution and Ohio house bills, totaling **\$249,934**.

16. Cubic Defense Applications, Inc.

We reviewed one contract and one modification for Cubic Defense Applications. Cubic Defense Applications assisted WSU with the development a software to perform virtual training for manned and unmanned deployable air systems for the USAF.

The nature of the services provided by Cubic Defense Applications were deemed allowable per the Ohio Constitution and Ohio house bills, totaling **\$100,000**.

Testing Results – Other Uses of Workforce Development Fund

Payroll Expenses:

In addition to the payments made to vendors, the workforce development funding was utilized by WSARC to cover payroll expenses for direct labor for employees performing duties related to WSU, WSRI, and WSARC and direct labor client for staff supported by WSARC at the APDC, the AHEAD, the Dayton Region STEM Collaboration, and the National Center for Medical Readiness between 2013 and 2020.

The Ohio Constitution, Ohio house bill language, and the MOU for the workforce development funding did not specifically address payroll expenses as an allowable use of funds. The funds were to be utilized to (1) support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy and (2) satisfy the specific requirements contained in the pertinent Ohio house bill.

We obtained WSARC's Project Labor Summary Reports for the Workforce Development funds 11034 and 11077 in order to identify the amount of payroll expenses paid for each fiscal year. The majority of payroll expenses were associated with the following projects per the WSARC ledger:

- Workforce Development,
- AHEAD,
- APDC,
- Job Creation,
- Tech Commercialization,
- STEM Collaboration,
- Federal Research Network Commercialization, and
- Federal Research Network WSRI.

Due to a change with DELETEK, WSARC's general ledger system, WSARC was unable to provide a ledger that reported the number of hours charged and amount paid per employee for fund 11034. Instead, WSARC provided a spreadsheet listing the employee's name, the number of hours charged, and amounts paid per fiscal year. The Project Labor Summary Report for fund 11077 included the employee name, number of hours charged, and amount paid.

To properly evaluate and determine if these payroll expenses were allowable per the Ohio Constitution and Ohio house bills, we requested the job position descriptions for each employee. WSARC provided a listing of employee names, job titles, and job duties that supported the workforce development fund and economic development. The employees' job position descriptions were not provided; however, we did receive some general information regarding job titles and duties (See the list in Exhibit A). As a result, we were unable to tie direct labor charges to a particular vendor account number to determine if the direct labor and direct labor client payroll expenses from SFYs 2013 through 2020 were allowable. However, since no contracts were ultimately determined unallowable, the corresponding payroll costs were deemed allowable.

The breakout of these payroll costs is identified in the table below:

Payroll Expense Type	Fund	State Fiscal Year(s)	Number of Employees	Total Payroll Expense Amount
Direct Labor	11034	2013 – 2016	61	\$3,549,794
Direct Labor Client	11034	2015 – 2016	22	\$342,124
Total Payroll Expenses – Fund 11034				\$3,891,918
Direct Labor	11077	2016 – 2020	22	\$1,928,566
Direct Labor Client	11077	2016 – 2017	5	\$183,388
Total Payroll Expenses – Fund 11077				\$2,111,954

Total Payroll Expenses: \$6,003,872

Indirect Cost Expenses:

The workforce development funding was also utilized to cover WSARC's indirect cost expenses. Similar to the payroll expenses, the Ohio Constitution or Ohio house bill language and MOU did not specifically address whether or not indirect cost expenses were an allowable use of the funds. We reviewed WSARC's Project Status Reports to identify the indirect cost expenses and the categories charged: Fringe Benefits, General and Administrative, Overhead, and Overhead Client. To further evaluate these indirect cost expenses, we requested a listing of vendors, account numbers, description of the expenses by fiscal year, and a copy of an indirect cost allocation plan, if applicable, for funds 11034 and 11077. This information was not provided by WSARC; however, we were informed that a project's indirect costs were allocated on a proportional basis using the direct labor costs as the key driver which are the values represented on the Project Status Reports. WSARC management indicated they follow the federal government accounting rules for their indirect charges for Overhead, Fringe Benefits, and General & Administrative. As a result, we were unable to determine if the indirect cost expenses from SFYs 2014 through 2020 were allowable per the Ohio Constitution and Ohio house bills. However, since no contracts were ultimately determined unallowable, the corresponding indirect costs were deemed allowable. The breakout of these indirect costs is identified in the table below.

Indirect Costs	Fund	State Fiscal Year	Indirect Costs Expense Amount
Fringe Benefits	11034	N/A	\$0
Overhead-Company	11034	2016	\$1,488,545
Overhead-Client	11034	2014 – 2016	\$183,169
General and Admin	11034	2014 – 2016	\$2,028,261
Total Indirect Costs – Fund 11034			\$3,699,975
Fringe Benefits	11077	2017 – 2020	\$220,718
Overhead-Company	11077	2016 – 2020	\$1,991,759
Overhead-Client	11077	2016 – 2020	\$35,725
General and Admin	11077	2016 – 2020	\$1,282,570
Total Indirect Costs – Fund 11077			\$3,530,772

Total Indirect Cost Expenses: \$7,230,747

Memorandum of Understanding:

For the SFY 2012-2013 biennium, a MOU between the DHE and Wright State University for the workforce development funding did not exist. According to the Ohio Department of Higher Education management, Wright State University was to rely on the language within the house bill to determine the proper manner in which to spend the funding.

For the SFY 2014-2015 biennium, a MOU between the DHE and the DAGSI for the workforce development funding was entered into on October 7, 2013. The scope of services included the Ohio Constitution and house bill language for the workforce development line item. The scope of services also required DAGSI to file a Final Expenditure Report form to disclose compliance with state law and the Ohio Constitution. We requested copies of the Final Expenditure Report for SFYs 2014 and 2015; however, WSARC did not provide copies of these reports for our review.

For the SFY 2016-2017 biennium, a MOU between the DHE and WSARC for the workforce development funding was entered into on December 10, 2015. The scope of services included the Ohio Constitution and house bill language for the workforce development line item. The scope of services also included a requirement that WSARC must file a Final Expenditure Report form to disclose compliance with state law and the Ohio Constitution. We requested copies of the Final Expenditure Report for SFYs 2016 and 2017: WSARC provided copies of the Ohio Federal Research Network Annual Report to the DHE for both fiscal years. The annual reports included a letter to the Chancellor, background information, strategic intent of the Ohio Federal Research Network, organizational management, and an update on the program, finances, and next steps. Within the annual reports, WSARC included the Final Expenditure Report for the workforce development funding. The expenditure report listed expenses by project, budgeted amount, costs incurred, and balances. The report also contained a certification that the amounts reported were true and accurate and to the best of WSARC's knowledge, all costs incurred were solely for the purpose set forth in the MOU. In addition, the report indicated appropriate documentation, including but not limited to, receipts or other evidence of payment, was on file and available as provided for in the award agreement.

See Exhibit B for copies of the MOU and extension.

See Exhibit C for a copy of the 2016 Final Expenditure Report to the Ohio Department of Higher Education.

WORKFORCE DEVELOPMENT – MONITORING

It is management's responsibility to establish and maintain a system of internal controls over workforce development expenditures to provide reasonable assurance that services provided were allowable and in accordance with state laws and regulations. To be effective, the performance of these controls must be documented to show they were executed in a timely and consistent manner.

The workforce development initiative was funded with monies collected from the initial casino licensing fee established by the Ohio Constitution Article XV, Section 6(C)(4). The Constitution restricted the casino licensing fees to be used for “. . . state economic development programs which support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy.”

During SFYs 2012 through 2017, the Ohio Department of Higher Education's (the Department) budget included a line item for the Defense/Aerospace Graduate Studies Institute (i.e., Defense/Aerospace Workforce Development Initiative), funded by the workforce development monies totaling \$36 million. The Department was responsible for distributing the state funding to WSARC each fiscal year. The \$36 million distributed to WSARC from the Ohio Administrative Knowledge System, the State's accounting system, for fund 5JC0 was as follows:

WORKFORCE DEVELOPMENT – MONITORING (Continued)

Date Disbursed	Amount	Date Disbursed	Amount
6/15/2012	\$ 4,000,000	11/19/2014	\$ 1,000,000
10/24/2012	\$ 1,000,000	2/18/2015	\$ 1,000,000
11/21/2012	\$ 1,000,000	5/20/2015	\$ 1,000,000
2/20/2013	\$ 1,000,000	12/22/2015	\$ 5,000,000
5/15/2013	\$ 1,000,000	1/20/2016	\$ 2,500,000
10/16/2013	\$ 1,000,000	4/20/2016	\$ 2,500,000
11/20/2013	\$ 1,000,000	8/17/2016	\$ 2,500,000
2/19/2014	\$ 1,000,000	11/16/2016	\$ 2,500,000
5/21/2014	\$ 1,000,000	2/15/2017	\$ 2,500,000
8/20/2014	\$ 1,000,000	5/17/2017	\$ 2,500,000

Once the funding was passed through to WSARC, the Department did not perform any monitoring over WSARC or the expenditures made with the workforce development funding, aside from receiving the Final Expenditure Report in 2016 and 2017, submitted by WSARC. Both Final Expenditure Reports contained summarized financial information associated with the projects WSARC oversaw for the workforce development initiative. These reports lacked detailed information of the vendors WSARC contracted with and the type of services provided.

Without adequate monitoring of funds passed through to other entities, the Department cannot be reasonably assured the funds are spent in accordance with applicable state laws or for their specific purpose. By not completing any monitoring reviews, there is an increased risk that expenditures are unallowable or funding will be used inappropriately.

RECOMMENDATIONS

Based on the testing, discussions, and observations related to our procedures, we make the following recommendations:

We recommend WSARC/Parallax:

- Evaluate and update their contract language and requirements to ensure all contract expectations, including the purpose, invoicing methodology, and deliverables, are clearly defined and are in line with any and all compliance requirements.
- Ensure all documentation related to awards/appropriates received from governmental agencies are retained until the full compliance period has ended and all related audits, monitoring, or other matters are concluded. Consideration should be given to the difference between state and federal award and contract requirements.
- Ensure there is clear linkage between overhead charges, including payroll and indirect costs, to each contract to justify and support the allocation of those costs to the award/contract.

We recommend the Department of Higher Education develop and implement control procedures to ensure state funding passed through to other entities is monitored to ensure expenditures are allowable and in compliance with the state laws. The Department could accomplish this by completing a desk review or performing an on-site review of the supporting documentation for expenditures, including the corresponding contract and invoices. Procedures performed by the Department should be adequately documented to

provide management with reasonable assurance they have been performed timely and consistently. In addition, management should periodically monitor these procedures to ensure they are operating as intended.

OFFICIALS' RESPONSES

WSARC/Parallax concurs with the revised findings regarding WSARC and Parallax. However, Parallax/WSARC is not able to comment on the recommendations for the Department of Higher Education.

The Ohio Department of Higher Education has taken additional action in recent years to enhance and improve the monitoring process over state funding passed through to colleges and universities. We have updated control procedures, enhanced the collection of supporting documentation through improved reporting tools, and worked closely with the Ohio Office of Budget and Management to evaluate our procedures. Additionally, the Department is in the process of developing additional monitoring mechanisms and we look forward to discussing those plans in further detail with the Auditor's office and Ohio's state institutions of higher education.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017**

**EXHIBIT A
DIRECT LABOR & DIRECT LABOR CLIENT
JOB TITLES AND DUTIES**

Source: Dennis Andersh, WSARC CEO and WSRI Executive Director

WSARC DIRECT LABOR – JOB TITLES AND DUTIES	
Job Title	Job Duties
Executive Director WSRI and CEO, WSARC	Human performance business development and recruitment of new talent to the Dayton Region.
Executive Director APDC	Overall Leadership and Management of the Aerospace Professional Development Center (APDC).
Asst. Contracts Administration	Support to management of the Workforce Development Contracts.
Director of Commercialization	Commercialization and entrepreneurship development in the region.
Program Manager 2	Program manager supporting AHEAD Analyst Testbed.
Advanced Engineer Lead	New Cyber Talent recruited to the Region as a part of the local workforce development.
Chief Science Officer	New Human Performance Genetics and Epigenetics Talent recruited to the Region as a part of the local workforce development.
System Administrator	IT support for the Analyst Testbed developed to support Human performance in the region.
Summer Intern Support Human Machine Teaming	Research Intern to grow local talent.
Director of Advanced Research & Development	Business development and support for the Human Performance growth in the region.
Senior Fellow for Technology	Talent development in additive manufacturing in the region.
Senior Research Engineer	Software engineer that supported the 711th Human Performance Wing's And WSRI remotely piloted aircraft (RPA) mobile test bed.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017**

**EXHIBIT A
DIRECT LABOR & DIRECT LABOR CLIENT
JOB TITLES AND DUTIES**

Source: Dennis Andersh, WSARC CEO and WSRI Executive Director

WSARC DIRECT LABOR – JOB TITLES AND DUTIES	
Job Title	Job Duties
Aerospace Simulation Engineer	Software engineer that supported the 711th Human Performance Wing's And WSRI remotely piloted aircraft (RPA) mobile test bed.
Proposal Manager	Proposal Support for Human Performance bids for the region.
WSRI Program Manager 1	Software engineer that supported the 711th Human Performance Wing's And WSRI remotely piloted aircraft (RPA) mobile test bed.
WSARC CEO	WFD Program Manager
Administration Support	Administration Support for Human Performance research and events relating to AHEAD.
Senior Media Relations Strategist	Media relations for AHEAD.
Associate Director	Program Manager that oversaw the Human Performance Contracts that were managed at WSRI in support of the Regional AHEAD program.
Assistant Director, NCMR	Assistant director or NCMR in support of the 711th HPW medical training and support.
Chief Communications Officer	Media relations for AHEAD.
Program Manager	Human Performance Research that supported the 711th Human Performance Wing's And WSRI analysts test bed.
ATIC Events Manager & PADC Counselor	Support to the APDC Executive Director for workforce training and development.
Graduate Research Assistant in Visualization Lab	Software support for the Visualization lab used for human performance demos.
Director of Advanced Technology	New Human Performance Genetics and Epigenetics Talent recruited to the Region as a part of the local workforce development.
Facilities Security Office	Facility Security Officer
Associ Director of Strategic Initiatives	Support to the APDC Executive Director for workforce training and development.
APDC Support and Management.	Support to the APDC Executive Director for workforce training and development.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017**

**EXHIBIT A
DIRECT LABOR & DIRECT LABOR CLIENT
JOB TITLES AND DUTIES**

Source: Dennis Andersh, WSARC CEO and WSRI Executive Director

WSARC DIRECT LABOR – JOB TITLES AND DUTIES	
Job Title	Job Duties
Research Engineer	Software engineer that supported the 711th Human Performance Wing's And WSRI remotely piloted aircraft (RPA) mobile test bed.
Media Relations Strategist	Media relations for AHEAD.
Research Psychologist	New Human Performance Live Virtual and Constructive Talent recruited to the Region as a part of the local workforce development.
Research Analyst	New Human Performance Talent recruited to the Region as a part of the local workforce development.
Director of Training & Development APDC	Support to the APDC Executive Director for workforce training and development.
AHEAD and OFRN Coordinator	Support to the community AHEAD program including scheduling and organizing workshops in the region and across the state in support of medical and human performance research and development.
Director of Outreach and AHEAD	Overall leadership and management of the Human Performance AHEAD consortium.
Director of Advanced Neuroscience	New Human Performance Neuroscience and Cognitive Social Science Talent recruited to the Region as a part of the local workforce development.
Electrical Engineer	New Human Performance Embedded Systems Talent retained in the Region as a part of the local workforce development.
Dir. Of Training, ABC Course	Support to the APDC Executive Director for workforce training and development.
Director Federal Research Network	Support for the Statewide Workforce Development effort for Human Performance.
Junior Systems Engineer	Provided oversight of intern recruitment program for the region and the Air Force.
Research Software Developer	Software engineer that supported the 711th Human Performance Wing's And WSRI remotely piloted aircraft (RPA) mobile test bed.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017**

**EXHIBIT A
DIRECT LABOR & DIRECT LABOR CLIENT
JOB TITLES AND DUTIES**

Source: Dennis Andersh, WSARC CEO and WSRI Executive Director

WSARC DIRECT LABOR – JOB TITLES AND DUTIES	
Job Title	Job Duties
Division Director	New Human Performance Research and Development Talent recruited to the Region as a part of the local workforce development.
Senior Scientist	Support to the APDC Executive Director for workforce training and development.
HIE Program Manager	Commercialization and entrepreneurship development in the region.
Lead Research Engineer	Software engineer that supported the 711th Human Performance Wing's and WSRI remotely piloted aircraft (RPA) mobile test bed.
WSARC President	Support to the overall WSARC Business infrastructure that support WFD.
Human Performance Research Scientist	Human performance research in support of AHEAD and the Human Performance Consortium.
Research Scientist	Human performance research in support of AHEAD and the Human Performance Consortium.
Intelligence/Cyber Engineer	New Cyber Talent recruited to the Region as a part of the local workforce development.
Chief Systems Engineer	Systems engineer that supported the 711th Human Performance Wing's And WSRI remotely piloted aircraft (RPA) mobile test bed.
Systems Administrator	Support to the APDC Executive Director for workforce training and development.
Operations Manager & Director of Training & Education	Support to the APDC Executive Director for workforce training and development.
Associate Director Emergency Management & Response Ops	NCMR Testing and supporting of 711th HPW medical training and support.
Ex. Dir. STEM Collaborative	Support to the APDC Executive Director for workforce training and development.
Asst Director of Financial Services	Support to the overall WSARC Business infrastructure that support WFD.
Associate Director Curriculum Development & Delivery	NCMR Testing and supporting of 711th HPW medical training and support.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017**

**EXHIBIT A
DIRECT LABOR & DIRECT LABOR CLIENT
JOB TITLES AND DUTIES**

Source: Dennis Andersh, WSARC CEO and WSRI Executive Director

WSARC DIRECT LABOR – JOB TITLES AND DUTIES	
Job Title	Job Duties
Grants & Contracts Administrator	NCMR Testing and supporting of 711th HPW medical training and support.
Director of Defense Research Services Programs	Human performance research in support of AHEAD and the Human Performance Consortium.

WSARC DIRECT LABOR CLIENT – JOB TITLES AND DUTIES	
Job Titles	Job Duties
Executive Director APDC	Overall Leadership and Management of the Aerospace Professional Development Center (APDC).
Sr. Software Engineer	Software engineer that supported the 711th Human Performance Wing's And WSRI remotely piloted aircraft (RPA) mobile test bed.
Executive Assistant	Admin support to the APDC Exec Director.
Assistant Director, NCMR	NCMR Testing and supporting of 711th HPW medical training and support.
Program Manager	Program management for NCMR.
ATIC Events Manager & PADDC Counselor	Support to the APDC Executive Director for workforce training and development.
Medical Operations Officer	NCMR Testing and supporting of 711th HPW medical training and support.
Dir. Of Training, ABC Course	Support to the APDC Executive Director for workforce training and development.
Senior Scientist	Support to the APDC Executive Director for workforce training and development.
Software Engineer	Software development that supported the 711th Human Performance Wing's And WSRI remotely piloted aircraft (RPA) mobile test bed.
Associate Director NCMR	NCMR Testing and supporting of 711th HPW medical training and support.
Human Performance Research Scientist	Human performance research in support of AHEAD and the Human Performance Consortium.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017**

**EXHIBIT A
DIRECT LABOR & DIRECT LABOR CLIENT
JOB TITLES AND DUTIES**

Source: Dennis Andersh, WSARC CEO and WSRI Executive Director

WSARC DIRECT LABOR CLIENT – JOB TITLES AND DUTIES	
Job Titles	Job Duties
Intelligence/Cyber Engineer	Support to the APDC Executive Director for workforce training and development.
Systems Administrator	Support to the APDC Executive Director for workforce training and development.
Associate Director Emergency Management & Response Ops	NCMR Testing and supporting of 711th HPW medical training and support.
Director Operational Support & Shared Services	Director or NCMR in support of the 711th HPW medical training and support.
Ex. Dir. STEM Collaborative	Support to the APDC Executive Director for workforce training and development.
Associate Director Curriculum Development & Delivery	NCMR Testing and supporting of 711th HPW medical training and support.
Grants & Contracts Administrator	NCMR Testing and supporting of 711th HPW medical training and support.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B**

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
DEFENSE/AEROSPACE GRADUATE STUDIES INSTITUTE
AND
THE CHANCELLOR OF THE
OHIO BOARD OF REGENTS**

This Memorandum of Understanding ("MOU") is entered into by and between the Chancellor of the Ohio Board of Regents ("the Chancellor") whose powers and duties are specified in Ohio Revised Code §3333.04 and whose principal place of business is at 25 South Front Street, Columbus, Ohio 43215 and Defense/Aerospace Graduate Studies Institute ("DAGSI") with a principal place of business at 4035 Colonel Glenn Hwy., Suite 300, Dayton, OH 45431.

WHEREAS, the Chancellor is the state official responsible for overseeing higher education in the State of Ohio; and

WHEREAS, the Chancellor is authorized to participate in education-related state or federal programs on behalf of the state and assume responsibility for the administration of such programs in accordance with applicable state or federal law pursuant to Ohio Revised Code Section 3333.04(Q); and

WHEREAS, Section 363.485 of Amended Substitute House Bill 59 of the 130th General Assembly appropriated funds for the Defense/Aerospace Workforce Development Initiative and directed the Chancellor to use the funds to support the DAGSI Initiative; and

WHEREAS, the source of the funds distributed in this agreement are Casino Licensing funds which must be used in accordance with the Ohio Constitution; and

WHEREAS, the Chancellor and DAGSI agree to enter into this MOU to ensure proper use of the funds that are being distributed to DAGSI via the Chancellor's office; and

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Chancellor and DAGSI (individually, a "party"; collectively the "parties") agree as follows:

ARTICLE I: SCOPE OF SERVICES

- DAGSI will perform the following duties:
 - Use the funds to collaborate with the aviation, aerospace, and defense industries, to strengthen job training programs, equip Ohio's workforce with needed skills, and strengthen and grow research and educational linkages among Ohio's defense and aerospace aviation industry, federal agencies, state-assisted Ohio universities, and the University System of Ohio.
 - Allocate a portion of the funds to develop a strategic plan to align the University System of Ohio's research and workforce development assets with the workforce needs of public and private sector employers.
 - Use a portion of the funds to support the Aerospace Professional Development Center to establish processes necessary to link underemployed or unemployed person to job openings in these industries.
 - Provide matching funds by private industry or educational partners or federal agencies in the aggregate amount of \$4,000,000 over the FY 2014-FY 2015 biennium.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B**

- o Program funds are required to be expended "to fund state economic development programs which support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy." (Ohio Constitution Section 15.06 (C)4)
- o DAGSI must file a Final Expenditure Report form to disclose compliance with state law and the Ohio Constitution.

ARTICLE II: TERM OF THE MOU

The period of performance for the MOU is July 1, 2013 through June 30, 2015, or until the MOU is terminated pursuant to the terms contained herein, whichever event occurs first.

ARTICLE III: COMPENSATION

1. For State Fiscal Year 2014, the Chancellor agrees to pay DAGSI, an annual amount not to exceed four million and 00/100 dollars (\$4,000,000.00) for services performed in accordance with Article I, Scope of Services.
2. For State Fiscal Year 2015, the Chancellor agrees to pay DAGSI, in monthly installments, an amount not to exceed four million and 00/100 dollars (\$4,000,000.00) for services performed in accordance with Article I, Scope of Services.
3. DAGSI agrees to submit a Final Expenditure Report ("FER") attached hereto as Exhibit 1, by June 30 of each fiscal year or when the funds are spent in full, whichever occurs first. In the event all the funds are not spent by June 30 of a fiscal year, DAGSI agrees to submit a report by June 30 on the same template, Exhibit 1, detailing the funds spent to date. DAGSI will then submit an FER when the funds are fully spent. This requirement will still be fulfilled even if the term of the MOU is complete.
4. It is mutually agreed and understood that the total amount to be paid by the Chancellor to DAGSI under this MOU shall in no event exceed eight million and 00/100 dollars (\$8,000,000.00) for compensation unless DAGSI receives prior written approval from the Chancellor, and when required, approval of the Controlling Board.

ARTICLE IV: RIGHTS IN DATA, PATENTS AND COPYRIGHT

The Chancellor and OBR shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or material prepared by DAGSI pursuant to this MOU. No such documents or other materials produced (in whole or in part) with funds provided to DAGSI from the Chancellor shall be subject to copyright by DAGSI in the United States or other country.

ARTICLE V: TERMINATION

This MOU may be terminated only as follows:

1. By the Chancellor without cause upon thirty (30) days written notice to DAGSI
2. By mutual consent of the parties.
3. In accordance with the term limitations set forth in Article II of the MOU entitled "TERM OF THE MOU."
4. If the General Assembly fails at any time to continue funding for the payments and other obligations set forth herein, the Chancellor's obligations under this MOU are terminated as of the date the funding expires and the Chancellor shall have no further

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B**

obligations hereunder. If the Chancellor discovers or is notified of the discontinuation of funding for this MOU, then the Chancellor agrees to notify DAGSI of said discontinuation as soon as is practicable. DAGSI shall not perform any work under the MOU after it receives such notice.

ARTICLE VI: COMPLIANCE WITH LAW

DAGSI agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. This includes but is not limited to the laws and regulations surrounding the administration of federal grants, including EDGAR regulations found at Title 34 Code of Federal Regulations, Parts 74-86 and 97-99, as applicable. DAGSI acknowledges that its employees are not employees of the Chancellor with regard to the application of the Fair Labor Standards Act minimum wages and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. DAGSI accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by DAGSI in the performance of the work authorized by this MOU.

ARTICLE VII: DRUG AND ALCOHOL FREE WORKPLACE

DAGSI shall comply with all applicable federal, state, and local laws regarding smoke free and drug free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

ARTICLE VIII: CERTIFICATION AND AVAILABILITY OF FUNDS

The MOU is subject to the provisions of Ohio Revised Code §126.07. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies.

ARTICLE IX: AMENDMENTS OR MODIFICATION

No amendment or modification of this MOU shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

ARTICLE X: ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the parties hereto and supersedes any prior understandings or written or oral communications between the parties respecting the subject matter hereof.

ARTICLE XI: WAIVER

The waiver or failures of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

ARTICLE XII: SEVERABILITY

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B**

If any provision of this agreement is found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this MOU shall not in any way be affected or impaired unless such severance would cause this agreement to fail of its essential purpose.

ARTICLE XIII: NOTICE

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States certified mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below or such other address as said party shall hereafter designate in writing to the other party.

Defense/Aerospace Graduate Studies Institute
Ryan D. Fendley
Director
Wright State Research Institute
Wright State University
4035 Colonel Glenn Hwy.
Beavercreek, OH 45431
Phone: 937-775-5164
Email: ryan.fendley@wright.edu

Chancellor
Ohio Board of Regents
Attn: General Counsel
25 S. Front Street
Columbus, OH 43215
Facsimile: (614) 728-4643

ARTICLE XIV: GOVERNING LAW

This MOU shall be construed under and in accordance with the laws of the State of Ohio.

ARTICLE XV: SUCCESSORS AND ASSIGNS

Neither this Contract nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by DAGSI without the prior written consent of the Chancellor.

Article XVI: SUBCONTRACTING

DAGSI will not enter into subcontracts for the Scope of Services without written approval from the Chancellor. DAGSI will not need the Chancellor's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Scope of Services. All subcontracts will be at the sole expense of DAGSI.

ARTICLE XVII: DEBARMENT

DAGSI represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code § 153.02 or Ohio Revised Code § 125.25. DAGSI further represents and warrants that it is not debarred, suspended or otherwise excluded from participating in federal programs. If these representations and are found to be false, this MOU is void ab initio and DAGSI shall immediately repay to the Chancellor any funds paid under this MOU.

ARTICLE XVIII: HEADINGS

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B**

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this MOU or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU on the day and year set aside by their respective signatures.

DEFENSE/AEROSPACE GRADUATE STUDIES INSTITUTE

By:  Title CEO 10/1/13 Date

THE CHANCELLOR OF THE OHIO BOARD OF REGENTS

By:  Mr. John Carey
Chancellor 10/2/13 Date

mic

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B**

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE WRIGHT STATE APPLIED RESEARCH CORPORATION
AND THE OHIO DEPARTMENT OF HIGHER EDUCATION**

This Memorandum of Understanding ("MOU") is entered into by and between the Ohio Department of Higher Education (hereinafter referred to as "ODHE") whose powers and duties are specified in Ohio Revised Code §3333.04 and whose principal place of business is at 25 South Front Street, Columbus, Ohio 43215 and The Wright State Applied Research Corporation ("WSARC") with a principal place of business at 4035 Colonel Glenn Hwy., Dayton, Ohio 45431.

WHEREAS, ODHE consists of the Chancellor of higher education and ODHE's employees, agents and representatives and is responsible for overseeing higher education in the State of Ohio; and

WHEREAS, ODHE is authorized to participate in education-related state or federal programs on behalf of the state and assume responsibility for the administration of such programs in accordance with applicable state or federal law pursuant to Ohio Revised Code Section 3333.04(Q); and

WHEREAS, Section 369.455 of Amended Substitute House Bill 64 of the 131st General Assembly appropriated funds for the Defense/Aerospace Workforce Development Initiative and directed ODHE to use the funds to support the Defense/Aerospace Workforce Development Initiative at WSARC; and

WHEREAS, WSARC serves as the administrative agent for the Wright State Research Institute;

WHEREAS, the source of the funds distributed in this agreement are Casino Licensing funds which must be used in accordance with the Ohio Constitution; and

WHEREAS, ODHE and WSARC agree to enter into this MOU to ensure proper use of the funds that are being distributed to WSARC via ODHE's office; and

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ODHE and WSARC (individually, a "party"; collectively the "parties") agree as follows:

ARTICLE I: SCOPE OF SERVICES

- WSARC will perform the following duties:
 - Use the funds to collaborate with the aviation, aerospace, and defense industries, to strengthen job training programs, equip Ohio's workforce with needed skills, and strengthen and grow research and educational linkages among Ohio's defense and aerospace aviation industry, federal agencies, state-assisted Ohio universities, and the University System of Ohio.
 - Allocate a portion of the funds to develop a strategic plan to align the University System of Ohio's research and workforce development assets with the workforce needs of public and private sector employers.
 - Use a portion of the funds to support the Aerospace Professional Development Center to establish processes necessary to link underemployed or unemployed person to job openings in these industries.
 - Provide matching funds by private industry or educational partners or federal agencies in the aggregate amount of \$4,000,000 over the FY 2016-FY 2017 biennium.
 - Program funds are required to be expended "to fund state economic development programs which support regional job training efforts to equip Ohio's workforce with additional skills to grow the economy." (Ohio Constitution Section 15.06 (C)(4))
 - WSARC must file a Final Expenditure Report form to disclose compliance with state law and the Ohio Constitution.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B**

ARTICLE II: TERM OF THE MOU

The period of performance for the MOU is July 1, 2015 through June 30, 2017, or until the MOU is terminated pursuant to the terms contained herein, whichever event occurs first.

ARTICLE III: COMPENSATION

- 1) For State Fiscal Year 2016, ODHE agrees to pay WSARC, in quarterly installments, not to exceed ten million and 00/100 dollars (\$10,000,000.00) for services performed in accordance with Article I, Scope of Services.
- 2) For State Fiscal Year 2017, ODHE agrees to pay WSARC, in quarterly installments, an amount not to exceed ten million and 00/100 dollars (\$10,000,000.00) for services performed in accordance with Article I, Scope of Services.
- 3) WSARC agrees to submit a Final Expenditure Report ("FER") attached hereto as Exhibit 1, by June 30 of each fiscal year or when the funds are spent in full, whichever occurs first. In the event all the funds are not spent by June 30 of a fiscal year, WSARC agrees to submit a report by June 30 on the same template, Exhibit 1, detailing the funds spent to date. WSARC will then submit an FER when the funds are fully spent. This requirement will still be fulfilled even if the term of the MOU is complete.
- 4) In addition to the FER, WSARC agrees to submit documentation by June 30 of each fiscal year detailing the matching funds received as required by the Scope of Services. If fifty percent (50%) of the matching funds required by the Scope of Services have not been raised by June 30, 2016, ODHE may do the following:
 - a) Proportionately reduce quarterly payments in fiscal year 2017, if ODHE does not believe satisfactory progress of the matching requirement is being made.
 - b) Require detailed monthly financial reporting, in a format determined by ODHE, to track the progress of the required match.
- 5) It is mutually agreed and understood that the total amount to be paid by ODHE to WSARC under this MOU shall in no event exceed twenty million and 00/100 dollars (\$20,000,000.00) for compensation unless WSARC receives prior written approval from ODHE, and when required, approval of the Controlling Board. In addition, the disbursement of these funds, in whole or in part, is contingent and dependent upon the availability of sufficient cash resources within the fund in which the appropriation was made by the General Assembly.

ARTICLE IV: RIGHTS IN DATA, PATENTS AND COPYRIGHT

ODHE shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or material prepared by WSARC pursuant to this MOU. No such documents or other materials produced (in whole or in part) with funds provided to WSARC from ODHE shall be subject to copyright by WSARC in the United States or other country.

ARTICLE V: TERMINATION

This MOU may be terminated only as follows:

- 1) By ODHE without cause upon thirty (30) days written notice to WSARC
- 2) By mutual consent of the parties.
- 3) In accordance with the term limitations set forth in Article II of the MOU entitled "TERM OF THE MOU."
- 4) If the General Assembly fails at any time to continue funding for the payments and other obligations set forth herein, ODHE's obligations under this MOU are terminated as of the date the funding expires and ODHE shall have no further obligations hereunder. If ODHE discovers or is notified of the discontinuation of funding for this MOU, then ODHE agrees to notify WSARC of said discontinuation as soon as is practicable. WSARC shall not perform any work under the MOU after it receives such notice.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B**

ARTICLE VI: COMPLIANCE WITH LAW

WSARC agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. This includes but is not limited to the laws and regulations surrounding the administration of federal grants, including EDGAR regulations found at Title 34 Code of Federal Regulations, Parts 74-86 and 97-99, as applicable. WSARC acknowledges that its employees are not employees of ODHE with regard to the application of the Fair Labor Standards Act minimum wages and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. WSARC accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by WSARC in the performance of the work authorized by this MOU.

ARTICLE VII: REPAYMENT IN CASE OF VIOLATION

Any violation of the terms of this Agreement will result in the requirement of WSARC to repay distributed funds the awarded amount plus interest at the rate required in Ohio Revised Code § 5703.47

ARTICLE VIII: DRUG AND ALCOHOL FREE WORKPLACE

WSARC shall comply with all applicable federal, state, and local laws regarding smoke free and drug free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

ARTICLE IX: CERTIFICATION AND AVAILABILITY OF FUNDS

The MOU is subject to the provisions of Ohio Revised Code §126.07. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies.

ARTICLE X: AMENDMENTS OR MODIFICATION

No amendment or modification of this MOU shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

ARTICLE XI: ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the parties hereto and supersedes any prior understandings or written or oral communications between the parties respecting the subject matter hereof.

ARTICLE XII: WAIVER

The waiver or failures of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

ARTICLE XIII: SEVERABILITY

If any provision of this agreement is found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this MOU shall not in any way be affected or impaired unless such severance would cause this agreement to fail of its essential purpose.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B**

ARTICLE XIV: NOTICE

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States certified mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below or such other address as said party shall hereafter designate in writing to the other party.

Wright State Applied Research Corporation
Dennis Andersh
Executive Director, Wright State Research Institute and
CEO, Applied Research Corporation
4035 Colonel Glenn Hwy.
Dayton, Ohio 45431
Email: dennis.andersh@wright.edu

Wright State Applied Research Corporation
Keith Ralston
Chief Financial Officer, Wright State Research Institute
Email: Keith.ralston@wright.edu

Chancellor
Ohio Department of Higher Education
Attn: General Counsel
25 South Front Street, 7th Floor
Columbus, OH 43215
Facsimile: (614) 728-4643

ARTICLE XV: GOVERNING LAW

This MOU shall be construed under and in accordance with the laws of the State of Ohio.

ARTICLE XVI: LIABILITY

WSARC agrees to indemnify and to hold ODHE, Board of Regents and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Contract which are attributable to WSARC's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by WSARC, or joint ventures while acting under this Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

WSARC shall bear all costs associated with defending ODHE and the State of Ohio against any claims.

In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

WSARC shall purchase and maintain liability insurance.

ARTICLE XVII: NONDISCRIMINATION OF EMPLOYMENT

WSARC agrees that WSARC, any subcontractor, and any person acting on behalf of WSARC or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.

WSARC further agrees that WSARC, any subcontractor, and any person acting on behalf of WSARC or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, or disability.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B**

ARTICLE XVIII: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

No personnel of WSARC or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is in compatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

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

WSARC, by signature of this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws, and (2) will take no action inconsistent with those laws.

ARTICLE XIX: CAMPAIGN CONTRIBUTIONS

WSARC hereby certifies that WSARC is in full compliance with Ohio Revised Code § 3517.13, as applicable.

ARTICLE XX: SUCCESSORS AND ASSIGNS

Neither this Contract, nor any rights, duties, nor obligations hereunder may be assigned or transferred in whole or in part by WSARC without the prior written consent of ODHE.

ARTICLE XXI: SUBCONTRACTING

WSARC will not enter into subcontracts for the Scope of Services without written approval from ODHE. WSARC will not need ODHE's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Scope of Services. All subcontracts will be at the sole expense of WSARC.

ARTICLE XXII: OPERS INDEPENDENT CONTRACTOR NOTICE

WSARC acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Revised Code.

ARTICLE XXIII: FINDINGS FOR RECOVERY

WSARC warrants that he or she is not subject to an "unresolved" finding for recovery under Ohio Revised Code § 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and WSARC shall immediately repay to ODHE any funds paid under this Agreement.

ARTICLE XXIV: DEBARMENT

WSARC represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code § 153.02 or Ohio Revised Code § 125.25. WSARC further represents and warrants that it is not debarred, suspended or otherwise excluded from participating in federal programs. If these representations and are found to be false, this MOU is void *ab initio* and WSARC shall immediately repay to ODHE any funds paid under this MOU.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B**

ARTICLE XXV: PROHIBITION OF OFFSHORE OUTSOURCING

WSARC affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>

WSARC also affirms, understands, and agrees to immediately notify ODHE of any change or shift in the location(s) of services performed by WSARC or its subcontractor under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

WSARC also agrees to disclose if requested by ODHE all of the following:

- The location where all services under this Contract will be performed by the Contactor or any subcontractor Ohio Academy of Science;
- The location where any state data associated with any of the services WSARC is performing under this Contract, or seek to provide will be accessed, tested, maintained, backed-up or stored;
- The principle location of business for WSARC and all subcontractor who are supplying services under this Contract.

If WSARC or any of its subcontractor perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. ODHE is not obligated to pay and shall not pay for such services. If WSARC or any of its subcontractor perform any such services, WSARC shall immediately return to ODHE all funds paid for those services. ODHE may also recover from WSARC all costs associated with any corrective action ODHE may undertake, including but not limited to an audit or a risk analysis, as a result of WSARC performing services outside the United States.

ODHE may, at any time after the breach, terminate the Contract, upon written notice to WSARC. ODHE may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If ODHE determines that actual and direct damages are uncertain or difficult to ascertain, ODHE in its sole discretion may recover a payment of liquidated damages in the amount of two percent of the value of the Contract.

ODHE in its sole discretion may provide written notice to WSARC of a breach and permit WSARC to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, ODHE may buy substitute services from a third party and recover from WSARC any costs associated with acquiring those substitute services.

Notwithstanding ODHE permitting a period of time to cure the breach or WSARC's cure of the breach, ODHE does not waive any of its rights and remedies provided ODHE in this Contract, including but not limited to recovery of funds paid for services WSARC performed outside of the United States, costs associated with corrective action, or liquidated damages.

WSARC will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of ODHE. Any assignment or delegation not consented to may be deemed void by ODHE.


ARTICLE XXVI: HEADINGS

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this MOU or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this MOU.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B**

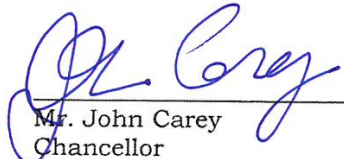
IN WITNESS WHEREOF, the parties have executed this MOU on the day and year set aside by their respective signatures.

THE WRIGHT STATE APPLIED RESEARCH CORPORATION

By: 
Dennis Andersh
Executive Director, WSRI
CEO, WSARC

Dec 1, 2015
Date

THE OHIO DEPARTMENT OF HIGHER EDUCATION

By: 
Mr. John Carey
Chancellor

12/10/15
Date

as

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B**



**Department of
Higher Education**

John R. Kasich, Governor
John Carey, Chancellor

June 29, 2017

Mr. Dennis Andersh
Wright State Research Institute
Executive Director – CEO WSARC
4035 Col Glenn Highway, Suite 200
Beavercreek, Ohio 45440

RE: Defense/Aerospace Workforce Development Initiative

Dear Mr. Andersh:

The Ohio Department of Higher Education (“ODHE”) and the Wright State Applied Research Corporation (“WSARC”) entered into a Memorandum of Understanding (“MOU”) on December 10, 2015. In accordance with this MOU, and as appropriated by Section 369.455 of Amended Substitute House Bill 64 of the 131st General Assembly, ODHE disbursed funds to WSARC to support the Defense/Aerospace Workforce Development Initiative (hereinafter “Funds”).

The term for this MOU is scheduled to end on June 30, 2017. ODHE received your request to extend the term of the MOU to June 30, 2018. I hereby authorize WSARC to continue to use the Funds to perform the scope of services detailed in the MOU in accordance with the terms and conditions of the MOU. As outlined in the MOU, WSARC shall submit a report by July 31, 2017 detailing the Funds spent to date. In addition, WSARC must submit a Final Expenditure Report (“FER”) when the Funds are fully spent.

If the schedule changes or you need additional assistance with the project, please contact Jim Bennett, Vice Chancellor of Finance and Data Management, via email at jbennett@highered.ohio.gov.

Sincerely,

John Carey
Chancellor of Higher Education

mtc

Wright State Applied Research Corporation hereby agrees to the terms and conditions set forth in this letter.

Name
Title

Date

25 South Front Street
Columbus, Ohio 43215

phone 614.466.6000
fax 614.466.5866
web www.OhioHigherEd.org

WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B



Department of
Higher Education

John R. Kasich, Governor
John Carey, Chancellor

July 9, 2018

Mr. Dennis Andersh
Wright State Research Institute
Executive Director – CEO WSARC
4035 Colonial Glenn Highway, Suite 200
Beavercreek, Ohio 45440

RE: Defense/Aerospace Workforce Development Initiative

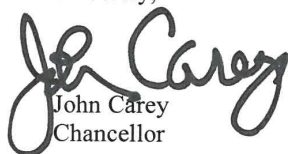
Dear Mr. Andersh:

The Ohio Department of Higher Education (“ODHE”) and Wright State Applied Research Corporation (“WSARC”) entered into a Memorandum of Understanding (“MOU”) on December 10, 2015. In accordance with this MOU, and as appropriated by Section 369.455 of Amended Substitute House Bill 64 of the 131st General Assembly, ODHE disbursed funds to WSARC to the Defense/Aerospace Workforce Development Initiative (hereinafter “Funds”). Pursuant to the MOU, the term for the MOU was to end on June 30, 2017. Per the letter dated June 29, 2017, I authorized the extension of this MOU to June 30, 2018.

ODHE received your second request to continue the work to June 30, 2019. I hereby authorize WSARC to continue to use the Funds to perform the scope of services detailed in the MOU in accordance with the terms and conditions of the MOU. In addition, WSARC must submit a Final Expenditure Report (“FER”) when the Funds are fully spent.

If the schedule changes or you need additional assistance with the project, please contact David Cummins, Interim Vice Chancellor of Finance and Data Management, via email at dcummins@highered.ohio.gov.

Sincerely,



John Carey
Chancellor

mlc

25 South Front Street
Columbus, Ohio 43215

phone 614.466.6000
fax 614.466.5866
web www.OhioHigherEd.org

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT
FUNDING FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT B**

August 5, 2019

Mr. Dennis Andersh
Wright State Research Institute
Executive Director – CEO WSARC
4035 Colonial Glenn Highway, Suite 200
Beavercreek, Ohio 45440

RE: Defense/Aerospace Workforce Development Initiative

Dear Mr. Andersh:

The Ohio Department of Higher Education (“ODHE”) and Wright State Applied Research Corporation (“WSARC”) entered into a Memorandum of Understanding (“MOU”) on December 10, 2015. In accordance with this MOU, and as appropriated by Section 369.455 of Amended Substitute House Bill 64 of the 131st General Assembly, ODHE disbursed funds to WSARC to the Defense/Aerospace Workforce Development Initiative (hereinafter “Funds”). Pursuant to the MOU, the term for the MOU was to end on June 30, 2017. Per the letter dated June 29, 2017, ODHE authorized the extension of this MOU to June 30, 2018. Per the letter dated July 9, 2018, ODHE authorized the extension of this MOU to June 30, 2019.

ODHE received your third request to continue the work to June 30, 2020. I hereby authorize WSARC to continue to use the Funds from July 1, 2019 to June 30, 2020 to perform the scope of services detailed in the MOU in accordance with the terms and conditions of the MOU. In addition, WSARC shall submit a report by August 31, 2019 detailing the Funds spent to date and matching funds. WSARC shall also submit a Final Expenditure Report (“FER”) when the Funds are fully spent.

If the schedule changes or you need additional assistance with the project, please contact Charles See, Vice Chancellor, External Relations, Education Technology, at csee@highered.ohio.gov.

Sincerely,

Handwritten signature of Randy Gardner in black ink, with a small 'mic' superscript above the end of the signature.

Randy Gardner
Chancellor

This page intentionally left blank.

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT FUNDING
FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT C**

2016 FINAL EXPENDITURE REPORT
Source: Ohio Federal Research Network - Defense/Aerospace Workforce
Development Initiative 2016 Annual Report to the
Ohio Department of Higher Education

10/31/2016

Funds Expended Report – As of 31 October 2016

OHIO DEPARTMENT OF EDUCATION					
WORKFORCE MOU					
FUNDS EXPENDED REPORT					
OFRN ROUND 1 FUNDS EXPEDED REPORT					
<u>Please Type all Information</u>				Subaward No.:	1077
Recipient:		Wright State Applied Research Corporation			
Project:		Defense/Aerospace Workforce Development Initiative			
Reporting Period:		July 1, 2015 - October 31, 2016			
Budget Categories (Subawards)	(A) Budgeted Amount	(B) Total Costs Through Last Report	(C) Costs Incurred This Period Only	(D) Balance A-(B+C)=D	Cumulative Expenditures B+C
PRESIDES COE - Case Western Reserve	\$1,649,948	\$0	\$0	\$1,649,948	\$0
OCPP COE - The Ohio State University	\$3,999,838	\$0	\$118,064	\$3,881,774	\$118,064
M&M COE - University of Dayton	\$3,097,194	\$0	\$43,727	\$3,053,467	\$43,727
HPHS COE - Wright State University	\$3,608,923	\$0	\$260,991	\$3,347,933	\$260,991
C4ISR COE - Wright State University / The Ohio State University	\$1,200,000	\$0	\$0	\$1,200,000	\$0
C2PNT - Ohio University	\$2,286,250	\$0	\$0	\$2,286,250	\$0
C&WD Team - Cleveland State University	\$1,000,000	\$0	\$213,233	\$786,767	\$213,233
C&WD Team - Lorain County Community College	\$1,000,000	\$0	\$274,830	\$725,170	\$274,830
OFRN Administration	\$2,081,902	\$0	\$657,617	\$1,424,285	\$657,617
TOTAL	\$19,924,055	\$0	\$1,568,463	\$18,355,592	\$1,568,463
CERTIFICATION: I hereby certify that the above amounts are true and accurate to the best of my knowledge; that all costs incurred are solely for the purpose set forth in ODHE MOU. Appropriate documentation, including, but not limited to, receipts or other evidence of payment, is on file and available as provided for in the Award Agreement.					
Authorized Signature:			Date:		
Typed Name					
STATE USE ONLY BELOW THIS LINE					
CAP:					
Project Administrator:			Date:		
Form B2					

**WRIGHT STATE APPLIED RESEARCH CORPORATION
AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT FUNDING
FOR STATE FISCAL YEARS 2012 THROUGH 2017
EXHIBIT C**

2016 FINAL EXPENDITURE REPORT
Source: Ohio Federal Research Network - Defense/Aerospace Workforce
Development Initiative 2016 Annual Report to the
Ohio Department of Higher Education

10/31/2016

Cost Share Contribution Report – As of 31 October 2016

OHIO DEPARTMENT OF EDUCATION WORKFORCE MOU COST SHARE CONTRIBUTION REPORT					
OFRN ROUND 1 COST SHARE CONTRIBUTION REPORT					
<u>Please Type all Information</u>				Subaward No.:	1077
Recipient: <u>Wright State Applied Research Corporation</u>					
Project Name: <u>Defense/Aerospace Workforce Development Initiative</u>					
Reporting Period: <u>July 1, 2015 - June 30, 2016</u>					
Budget Categories (Projects)	(A) FRN Budgeted Amount	(B) Total Costs Through Last Report	(C) Costs Incurred This Period Only	(D) Balance A-(B+C)=D	Cumulative Expenditures B+C
PRESIDES COE - Case Western Reserve	\$750,000	\$0	\$1,844	\$748,156	\$1,844
OCPP COE - The Ohio State University	\$1,633,514	\$0	\$143,551	\$1,489,963	\$143,551
M&M COE - University of Dayton	\$1,635,423	\$0	\$0	\$1,635,423	\$0
HPHS COE - Wright State University	\$854,536	\$0	\$0	\$854,536	\$0
C4ISR COE - Wright State University / The Ohio State University	\$583,361	\$0	\$0	\$583,361	\$0
C2PNT - Ohio University	\$2,697,037	\$0	\$0		\$0
C&WD Team - Cleveland State University	\$341,072	\$0	\$0	\$341,072	\$0
C&WD Team - Lorain County Community College	\$0	\$0	\$0	\$0	\$0
OFRN Administration	\$0	\$0	\$0	\$0	\$0
TOTAL	\$8,494,943	\$0	\$145,395	\$5,652,511	\$145,395
CERTIFICATION: I hereby certify that the above amounts are true and accurate to the best of my knowledge; that all costs incurred are solely for the purpose set forth in ODHE MOU. Appropriate documentation, including, but not limited to, receipts or other evidence of payment, is on file and available as provided for in the Award Agreement.					
Authorized Signature: _____				Date: _____	
Typed Name					
STATE USE ONLY BELOW THIS LINE					
CAP: _____					
Project Administrator: _____				Date: _____	
Form B2-A					

OHIO AUDITOR OF STATE KEITH FABER



WRIGHT STATE APPLIED RESEARCH CORPORATION AUDITOR'S REPORT ON THE WORKFORCE DEVELOPMENT FUNDING

GREENE COUNTY

AUDITOR OF STATE OF OHIO CERTIFICATION

This is a true and correct copy of the report, which is required to be filed pursuant to Section 117.26, Revised Code, and which is filed in the Office of the Ohio Auditor of State in Columbus, Ohio.



Certified for Release 6/15/2023

88 East Broad Street, Columbus, Ohio 43215
Phone: 614-466-4514 or 800-282-0370

This report is a matter of public record and is available online at
www.ohioauditor.gov