

REGULAR MEETING #19 - 2020
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
APRIL 28, 2020

AGENDA FOR TUESDAY, APRIL 28, 2020

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements & Public Comments
- Approval of Minutes for Tuesday, April 21, 2020
- Clerk of Courts - Legal
- 2020-04.28.a A resolution approving an account to account transfer in a major object
 expense category-Clerk of Courts Title Division [Clerk of Courts- Legal]
- Commissioners
- 2020-04.28.b A resolution approving the “go forward decision” to establish a protocol
 for COVID-19 antibody testing for certain employees of Fairfield County
 [Commissioners]
- 2020-04.28.c A resolution authorizing the reduction appropriations in major expenditure
 object categories for fund# 3435– Fairfield County Commissioners
 [Commissioners]
- Dog Shelter
- 2020-04.28.d A resolution to authorize the disposal of obsolete assets within the
 Fairfield County Dog Shelter [Dog Shelter]
- Domestic Relations Court
- 2020-04.28.e A resolution to appropriate from unappropriated in a major expenditure
 object category for Fund 2379 – Computerizing Court/Computerized Legal
 Research, Sub Fund 8241 – Supreme Court of Ohio 2020 Remote Technology Grant
 [Fairfield County Domestic Relations Court] [Domestic Relations Court]

Engineer

- 2020-04.28.f A Resolution to Approve an LPA Federal Project Agreement with ODOT for the CR7-1.94 Refugee Road Intersection Safety Improvements Project. [Engineer]
- 2020-04.28.g A Resolution to Approve the Contract Bid Award for the WAL-38, FAI-TR473-00.57 South Bank Road over a Tributary to Buckeye Lake Bridge Replacement Project. [Engineer]
- 2020-04.28.h A resolution approving an account to account transfer [Engineer]
- 2020-04.28.i A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for Civil 3D subscription [Engineer]

IT

- 2020-04.28.j A resolution approving an account to account transfer in a major object expense category for General Fund# 1001 – Fairfield County Information Technology (IT) [Auditor- Information Technology]

JFS

- 2020-04.28.k A resolution regarding Network Placement and Related Services Agreement between Safehouse Residential Services and Job and Family Services, Child Protective Services Department [JFS]

Juvenile/Probate Court

- 2020-04.28.l A resolution authorizing the approval of repayment of an advance to the General Fund from Fund #2856 Child Abuse & Neglect Discretionary Fund (QIC) [JUVENILE COURT] [Juvenile/Probate Court]

Major Crimes Unit

- 2020-04.28.m A resolution to authorize the establishment of a new fund for Fairfield Hocking Athens Major Crimes Unit, Appropriate from unappropriated [Major Crimes Unit] [Sheriff - Major Crimes Unit]

Recorder

- 2020-04.28.n A resolution approving an account to account transfer in major object expense categories for General Fund# 1001 – Fairfield County Recorder [Recorder]

Sheriff

- 2020-04.28.o A resolution authorizing the approval of a contract Premier Physicians Services, Inc. and the Fairfield County Sheriff's Office. [Sheriff]

Soil and Water

- 2020-04.28.p A resolution approving signing two Deeds of Agricultural Easement relating to the Clean Ohio Local Agricultural Easement Purchase Program for the Shady Maple Farms, Inc. Farm and the Grace Evangelical Lutheran Church, Inc. Farm. [Soil and Water Conservation District]

Payment of Bills

- 2020-04.28.q A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval [Commissioners]

The next Regular Meeting is scheduled for Tuesday, May 5, 2020 at 2:00 p.m.

Adjourn

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Review

The Commissioners met at 9:00 a.m. to review legal issues and pending or future action items and correspondence. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis, Jeff Fix, and Dave Levacy. Also present were Carri Brown, Rachel Elsea, and Innerphase Video. Joining via teleconference were Joshua Horacek, Jon Kochis, and Larry Hanna.

- Welcome

Mr. Davis welcomed the group and stated how desperately the Commissioners are looking forward to a new day and meeting in person again.

- COVID-19 Update

Jon Kochis, EMA Director updated the group by phone.

Mr. Kochis stated that they are cautiously going through the COVID -19 statistics with optimism while acknowledging signs of concern.

The data EMA is using is beyond positive cases, and they are going straight to hospitalization. It is steady growth but not a rate that the county cannot manage at this time.

Yesterday, there was an announcement about the county's first death due to COVID-19. While very sad, the occurrence was inevitable given the size of the community.

Mr. Davis asked how they were doing with PPE.

Mr. Kochis replied they had already distributed the stockpile from the Federal Government and now await the order paid by county general fund dollars. He stated nothing additional is needed from the Commissioners. He thanked them for the extra cleaning of the building after an employee tested positive. That employee is cleared after today to return to work.

Mr. Levacy asked what kind of quality was required for face masks.

Mr. Kochis reviewed the equipment that had been received.

Mr. Fix asked how the stock for first responders was at this time.

Mr. Kochis replied that with the distribution of the PPE purchased locally they should see a good stock across the community. The hospital is well-stocked, and the fire departments are half-stocked. Generally, everyone is ok, but with the next push, the

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community should be well-stocked. He did have a concern with state prisons (and mentioned SCI) especially given what is reported in Pickaway County.

Mr. Fix also asked how the Sheriff's Office was at this time.

Mr. Kochis stated they had enough PPE and were doing some isolating and proper quarantining. He said checking for symptoms and monitoring are important tasks. It is inevitable that things will happen as the risk is still there.

Mr. Hanna reported the daily numbers. There were 88 cases; the ages ranged from 3 years to 85 years; there was an onset date of March 8 through April 13; 42 cases were male, and 46 were female. There were 19 hospitalized, and there was one death. 25 individuals have recovered.

Mr. Davis asked about the geographic spread in the county.

Mr. Hanna replied they are working on a zip code break down similar to Franklin County's reports, and they hope to have that information out by the end of the week.

Mr. Levacy extended the Commission's appreciation for the work of the Health Department.

Mr. Fix added his appreciation as well. He stated that it feels like Ohio has done a good job flattening the curve and asked if they have reached the peak year, in Mr. Hanna's opinion.

Mr. Hanna replied that if the county had not reached the peak, they were very close. The questions are: how long will we stay at the peak? and how long will it take to decline? It will not be a gradual decline, but will take some time. We are in this for the long term, and we need to have that mindset before life ever gets back to some kind of normalcy.

Dr. Brown thanked Mr. Kochis, Mr. Hanna, and Ms. Nash for their work. She is encouraged by the order of the PPE which will also be provided to county employees, too. She asked Mr. Hanna to let her know if there is anyone else who needed PPE as well. Mr. Kochis echoed the comments of Mr. Hanna that this will be a very gradual decline.

- Legal Update

Mr. Horacek did not have a legal update.

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- Administration and Budget Update/Carri's List

- a. Announcements & Date Reminders

Dr. Brown reminded everyone that they could send questions to Carri.Brown@FairfieldCountyOhio.gov or text them to (740) 777 – 8552.

She also highlighted the county website (www.co.fairfield.oh.us) and the Board of Elections website (www.fairfieldelections.com).

Date Reminders and Calendar Review

May 5 – Wear Orange for Supervised Visitation Awareness

May 25 – Memorial Day Holiday – Offices are Closed for Business

The review packet included special dates of the year.

- b. Highlights of Resolutions

Dr. Brown highlighted 15 resolutions for the voting meeting.

We had a resolution to approve proclamations to be delivered by email. They were to honor Earth Day (thanks to the environmental stewardship work group), Victims' Rights (thanks to Prosecutor Witt and his team), and the Pickerington Jaguars Special Olympics Basketball Team on their State Championship Title.

We had a resolution to approve a proclamation to honor volunteers, which will include a list of employees who volunteer in the community. Next year, we plan to have a reception for volunteers.

We had a resolution to appropriate a perpetual easement for highway purposes from Parcel No. 036-00286-00 (2-SH). This was necessary for an Engineer's project, and the expected value of the easement was based on the County Auditor's appraised value of the land, and it was just under \$2,900.

The County Engineer proposed a resolution to approve advertising for the purchase of asphalt.

We had a resolution to approve a development agreement for the Views at Pine Hills Phase 2, as previously approved by the Regional Planning Commission.

We also had a resolution to approve The Views at Pine Hill Estates Final Plat.

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We had a resolution to document the electronic signature procedures we have had in place for seven years. This was a formality and was not necessarily required by the ORC, but it was good to document the procedures.

We had a resolution to approve a memorandum of understanding for the Workforce Center. This was for state funding expected to flow through the Port Authority.

There were *financial and grant related resolutions* to approve, such as:

- Appropriations from unappropriated funds into a major expense category for grant fund 3034 for the FY2020 Ohio Airport Grant Program/Ohio Department of Transportation (ODOT); approval of a grant match transfer from the General Fund # 1001 & Advance from the General Fund;
- Appropriations from unappropriated funds for a Juvenile Court grant (two resolutions);
- Memo transactions for JFS for reimbursement to the children services fund;
- A fund to fund transfer for unclaimed funds (annual process); and
- An account to account transfer of appropriations to properly classify expenditures for the Commissioners and for EMA (two resolutions).

There were additional financial and contracting resolutions in queue. We also expect formal amendment for revolving loan fund changes, too. These changes will be more advantageous for those making loan payments during this time.

Mr. Fix congratulated the Pickerington Jaguars Special Olympics Team for winning the State Basketball Championship in February.

c. Administrative Approvals, Program, & Budget Update

Administrative & Program Updates

Administrative Approvals

The review packet contained a list of administrative approvals. There were no questions posed about the approvals.

Culture of Customer Care

Dr. Brown reported on the culture of customer care. While customer service has always been important in the county, departments in the past were often understandably focused on data analytics about compliance issues, such as issues relating to program standards, auditing, budgeting, or regulatory matters.

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To build trust internally and externally, it was essential to establish a unified culture of customer care across county departments.

We established such a program over the past several years called the culture of customer care, thinking about both internal and external customers.

The program to build a culture of customer care consisted of three components: stepping up customer service assessments or surveys; highlighting the importance of customer service as a core value to inspire all departments; and establishing progressive customer care steps.

In addition, in order to bolster the commitment to customer service, the program included encouragement for individuals and groups to set goals relating to customer service and continual improvement for essential customer service skills.

We believe this culture of care and the leadership aspects relating to modeling the way, inspiring a shared vision, challenging processes, enabling others to act, and encouraging one another have set the foundation for Fairfield County to respond to the COVID-19 pandemic, just as the efforts set the stage for other collaborations. The results of the program historically have demonstrated customer satisfaction rates of more than 90% within large, compliance-based departments; improved assessments in bureaucratic processes, such as passport processing; and additional successes with customer service standards.

The culture of customer care strengthened and integrated departments. Information from the program helped to improve policy decisions. The coordination of services resulted in better outcomes for the public.

Workload Measures

There is a lot of work being accomplished during the crisis of COVID 19. Some of that work is directly related to the crisis, and some of it is what would be considered normal, essential government services.

Directly related to the crisis, is the hard work in developing policies, procedures, processes, and communications to manage the crisis.

Much of this planning and management occurs very quickly. The Governor and Lt. Governor often speak of these activities as administrative teamwork, and we would mirror that description.

There are multiple examples of excellent leadership in putting foundational guidance in place to support many different departments and agencies.

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There is a lot of activity going on to anticipate next steps, and this has been helpful to Fairfield County.

- In early March, we began communicating about the hygiene and proper etiquette relating to illness. We passed the first resolution about emergency measures on March 10. We ordered additional supplies early in March. Consensus on building usage was obtained and documented on March 16.
- We have improved and increased our use of teleworking.
- We have created excellent communication tools to support residents and employees.
- We have upgraded cleaning solutions and cleaning services. We have shared our supplies as requested.
- In Fairfield County, we had already become accustomed to the use of telehealth tools, which is highly recommended. Fairfield County was in the top percentile of usage of these tools prior to the pandemic.
- In addition, we have a Wellness Clinic, which does help hospitals to manage some of the traffic they are experiencing.
- EMA has distributed more than 26,000 pieces of PPE. This includes 2200 N95s, 13,400 isolation masks, and 10,000 gloves. The PPE distribution will continue as supplies arrive.
- This PPE went to more than 60 different organizations. This includes Fairfield Medical Center, Fire, Police, Long Term Care, Assisted Living, Home Health, Dialysis Centers, Funeral Homes, Hospice, Shelters, and Critical Transportation. We have processed seven requests for critical supplies including accompanying supplies for patients on ventilators at Fairfield Medical Center.

We are collecting quantitative and qualitative data throughout the crisis of COVID 19.

Below are some data elements.

We will continue to gather more data.

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Workload at a Glance	Mar-19	Mar-20	+/- %
Commission Meetings	4	7	75.00%
Administrative Approvals	21	43	104.76%
Checks or EFTs Issued for Accounts Payable	2,521	2,812	11.54%
Special Maintenance Projects	1	3	200.00%
Construction Projects/Site Visits	6	12	100.00%
Response time for public records requests	1 day	1 day	no change
Original Tweets from Commission	14	21	50.00%
New Twitter Followers	11	15	36.36%
Tweet Impressions	2,869	3,839	33.81%
Retweeting Items	8	217	2612.50%
Health Insurance Claims Paid	809,353	871,439	7.67%
Email Portal Activity, Juvenile Court	72	268	272.22%
Juvenile Diversion Hearings Conducted	19	34	78.95%
New Estates Opened	43	36	-16.28%
New DR Court Cases Opened	94	75	-20.21%
Deeds Filed	348	423	21.55%
Mortgages Filed	405	675	66.67%
Soldiers Discharges Filed	15	4	-73.33%
Coroner Autopsies	2	3	50.00%
Dogs Arriving in Care at Shelter	40	41	2.50%
Average Number of Dogs in Care at Shelter	25.5	15.5	-39.22%
Dogs at the Shelter today			7
Jail Population Average	299	267	-10.70%
Today's Jail Population			184
PRC Assistance to Families \$	\$4,814	\$19,891	313.19%
PRC Families Supported #	35	73	108.57%
PRC first week of April \$		\$72,881	
PRC number of families first week of April		254	
Number of Medicaid Related Calls	99	355	258.59%
Number of SNAP applications, interviews, est., includes shared services	2401	4956	106.41%
Child Support Collections	\$1,733,933	\$1,978,981	14.13%
On Site Child Support Payments	\$61,690	\$33,588	-45.55%
Child Protective Services Referrals	498	414	-16.87%
Adult Protective Services Referrals	82	62	-24.39%
Gallons of Water Provided, MG	46.311	48.219	4.12%
Gallons of Water Treated, MGD	2.99	3.63	21.40%
Water/Sewer Inspections	19	42	121.05%
Laboratory Samples	220	220	0.00%
Utilities Customers	6,926	7,176	3.61%

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Other Measures as of the end of March 2020			
Number of Those on Felony Supervision n Residential Treatment or Sober Living Facilities		18	
Common Pleas Court Employees Teleworking, New Processes		17	
New Felony Criminal Cases Filed		40	
Common Pleas Hearings by Videoconference in March		25 +	
Common Pleas Hearings by Videoconference Scheduled for April		32+	
Number of Students Qualified for Career Readiness Endorsement		155	
Number of Students Working in Career Readiness prior to COVID 19		266	
Number of Students Now Working Remotely		66	

The review packet also included a terrific article about the Common Pleas Court efforts.

Mr. Davis thanked Dr. Brown for pulling that data together. He had a sense the work of Fairfield County was continuing and suspected if you pulled data it would show that. He is very proud of the employees and how they are continuing to serve Fairfield County.

Mr. Levacy stated there were some pretty amazing statistics there. He believes in a murky situation, you either see the best or worst of people. He's been very impressed by the work of the county employees in providing the very necessary services in this time of need. He thanked Dr. Brown, JFS, and EMA for their work at this time.

Mr. Fix stated it goes back to the culture of service and a "can do attitude." Fairfield County has done a good job instilling that culture and hiring for that culture. He stated that he cannot thank the employees enough for all the things they are doing and the ways they are finding to do them.

Supporting the Community- Ways You Can Help!

We will highlight ways to support the community at each meeting.

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You can participate in a food drive at JFS on April 15 from 4-5 pm. You can “drive-in and drop off.”

You can donate (any denomination) to the Lancaster-Fairfield County Community Action food pantry or any United Way agency, online and in any denomination.

The review packet contained a flier which was sent globally by email to all employees.

We will regularly highlight different ways employees can participate.

Resources to Highlight

- Additional assistance is available for food assistance. Those enrolled in the Supplemental Nutritional Assistance Program (SNAP) who did not receive the maximum amount in March will be issued additional assistance. In addition, it will be easier from some to obtain help as there are some waivers of administrative verifications. There was a press release in the review packet about this. There was also a flier designed for customers, which was an excellent communication tool. Dr. Brown thanked Aunie Cordle and her team for the excellent communication tools they are preparing.
- The 33 Alliance website has been adjusted to include multiple resources for businesses. You can see that at www.fairfield33.com.
- In addition, Fairfield County will be receiving additional CDBG funds, which have not yet been identified specifically. The state in the aggregate will receive \$27,257,000, and we will soon have information from the state about the portion Fairfield County will receive. We are conducting a survey to help us plan for this grant.

US Census

You can go to the Census website (Census2020.gov), and the phone number for the Census customer service is: 1-800-923-8282. At the website, you can proceed with completing the census information. You can do this by phone, as well. You will be asked your address if you do not have your questionnaire.

Construction at 108 N. High – the Beery House

The construction for Real Estate Assessment Offices at 108 N. High is going well. Thank you to everyone who has worked so hard on this project.

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The building has been known as the Beery House. Jon Slater, County Auditor, has used real estate assessment funds for the majority of the project (some general fund money has been used to support the project and its planning), and Dennis Keller, Facilities Manager, has helped further this unique project. Dave Burgei, Real Estate Manager, is working with Spencer Remoquillo on a contracted basis to produce some historical documentation of the Beery House. We are not sure if the Historic District's Tour of Homes will be on for June 27 and June 28, but we continue to plan for the building to be featured.

In addition, Jon Slater, County Auditor, has purchased LED lighting for the building that can be shown in colors, and we are learning programming for that lighting now. Out of respect and honor to Jon Slater for his leadership in this project, we are acknowledging that he can set policy for how those lights are used (to light for various awareness activities). Jon Slater will also be setting policy for the asset utilization of the building itself, for Real Estate Assessment Offices. There may be times when conference spaces can be used for multiple purposes, but we are allowing Mr. Slater to determine whether such spaces should be placed in the normal rotation of reservations with the electronic system (FMX). Finally, Mr. Slater is determining the office spaces that will move to the building, and those offices are for Real Estate Assessment.

Once this project has settled a bit, we will return to adjustments for the Historical Courthouse, which were developed by consensus. At present, many spaces are being used as staging areas. Within several months, the plan to move employees out of mezzanines will be implemented.

Budget Update

We are aware of BWC's approval of a dividend for local governments (and employers) based on 2018 premiums paid. We have a process in place for distribution of such dividends, which has been accomplished in the past. We are grateful for the dividend during this time. It is estimated the refund would be around \$200,000.

Flat parameters for salaries will be calculated on the existing salaries right now extrapolated for a twelve-month period, with no new hires and a hiring freeze, with the exception of emergency response positions. Allocations have been adjusted, as well, for 2021.

While we are in a general hiring freeze, it is important to know that we have active postings for critical positions for EMA, Utilities, RPC, and the Recorder. All but one of these positions are non-general funded positions. The one that is funded by the general fund is a replacement positions to provide essential services. All positions, though, are interrelated.

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d. BRAVOs

We received a nice voice mail from “Audrey” who wanted to thank all elected officials for their hard work during this challenging time. She indicated her gratitude for everyone who is helping to keep people safe and indicated she was looking forward to the future.

Thank you to finance, budget, and IT officers. The work administrators in these areas accomplish has not only increased during these challenging times. As such, a lot of the “hidden” work can go unnoticed, and we want to be sure that is not the case in Fairfield County. Thank you for your support!

BRAVO to JFS for not only maintaining excellent services but for also assisting Lucas County and Medina County in their time of need. The culture of customer care is evident at JFS.

All Commission Department Heads and Commission Supervisors have examples of tremendous work during this time. They are Aunie Cordle, Jeff Porter, Jon Kochis, Tony Vogel, Dennis Keller, Rick Szabrak, Todd McCullough, Erin Frost, Mandi Crist, and Rachel Elsea. The administrative team of Staci Knisley, Christina Foster, Shar Bails, and Christy Barker (half-time shared employee) is doing very well with teamwork and cooperation. The temporary worker, Jake Tharp, too, has been available and supportive at all times.

Bravo to the Dog Shelter (Todd McCullough, Erin Frost, and team) for lowering the number of dogs in care during this time. The statistics highlight how well the team is doing!

Thanks to everyone for working alternate schedules and for keeping up the physical distancing while providing critical services.

- Old Business

- a. Fairfield Medical Center

Mr. Davis stated that FMC is experiencing a tremendous difficulty with the restrictions of services they are allowed to provide at the governor’s orders while they stand at the ready to treat COVID patients. All three Commissioners continue conversations with state and federal officials to work through this. There has been a relatively small contribution from the federal government. They are okay today from a cash flow standpoint but the future will require the best and brightest from the state and federal officials to secure a future for rural hospitals throughout Ohio.

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The Commissioners will create short videos of appreciation and suggested each Commissioner have a different message in their videos.

Mr. Davis stated that the Commission often speaks to this as “challenging times” and he knows it is worse than that. It is worldwide with millions infected with thousands dying in America. There is a real understanding that these times are much worse.

Dr. Brown highlighted how the review packet contained the letter from CCAO President Davis to the Honorable Representative Troy Balderson. She pointed out how the Federal attention was on communities in excess of 500,000, and in Ohio, that includes five counties. The letter encouraged broader definition for financial relief.

b. Attorney Fees and the Ohio Public Defender Commission

A teleconference is scheduled on April 14th for Steve Davis, Carri Brown, Charles Elsea, and Jason Price.

- New Business

- a. Teleconference with Park National

Mr. Davis will be on a teleconference with Park National, Congressman Stivers, and a representative of the SBA to gather information regarding Secretary Mnuchin’s order that all paycheck protection loans be closed within a ten-day period. Many banks are finding this order to be physically impossible.

- b. Land Bank Highlights and Walnut Township Grant Research

Dr. Brown asked for the Commissioners to review the summary of Land Bank activities which was emailed. She also indicated that she and Jon Kochis had been supporting Walnut Township as they thought about their options for the community shelter. Commissioner Levacy added that he believed Licking County had approved a waiver of a tap fee to help that project, and he would like to show appreciation to Licking County for their support of the Walnut Township shelter project.

- c. Proposal from Pickerington Police re: 911

Mr. Fix received a proposal from the Pickerington Police for a potential grant they are pursuing, and he wondered if the proposal could spark additional partnerships. He stated he was aware that Dr. Brown had reached out to the Sheriff’s Office about this matter.

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- General Correspondence Received

- a. Videos of Commissioners

Mr. Davis stated the videos recorded by the Commission have thousands of views, and the Commissioners have received feedback of pride for the way they have been handling the pandemic. Mr. Davis thanked Innerpahse video for their preparation of the videos.

- Calendar Review/Invitations Received

- a. Board of Revision – Tuesday, April 14th at 10:30 a.m. – Carri Brown to attend.

- FYI

- a. Jail Population – 184

- b. Anytime, a public records request or a question can be posed to Rachel.Elsea@fairfieldcountyohio.gov or [Carri. Brown@fairfieldcountyohio.gov](mailto:Carri.Brown@fairfieldcountyohio.gov)

- Open Items

Commissioners' Regular Meeting

A regular meeting of the Fairfield County Board of Commissioners was held on Tuesday, April 14, 2020 beginning at 10:04 a.m., with the following Commissioners present: Steve Davis, Jeff Fix and Dave Levacy. Also present were Carri Brown, Rachel Elsea, and Innerphase Video. Also joining via teleconference was Joshua Horacek and Jon Kochis.

Pledge of Allegiance

Commissioner Davis led everyone in the pledge of allegiance.

Announcements

Commissioner Davis asked if there were any announcements.

There were no announcements.

Public Comment

Commissioner Davis asked if anyone from the public who would like to speak or offer comments.

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No public comments were received through the web application.

Approval of Minutes for Tuesday, April 7, 2020

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the minutes for the Thursday, April 7, 2020 Regular Meeting.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Dave Levacy, and Steve Davis

Approval of the Auditor's Office Resolution

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Auditor's Office resolution authorizing a fund to fund transfer – Auditor – fund 1080; see resolution 2020-04.14.a.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Dave Levacy, and Steve Davis

Approval of the Commissioners' Resolutions

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following Commissioners' resolutions:

- | | |
|--------------|--|
| 2020-04.14.b | A resolution authorizing the approval of proclamations. [Commissioners] |
| 2020-04.14.c | A resolution acknowledging employees serving as community volunteers, county board members serving on various board, and other community volunteers during National Volunteer Week, April 19-April 25
[Commissioners] |
| 2020-04.14.d | A resolution approving to Appropriate from Unappropriated into a major expense category for Grant Fund# 3034, subfund# 8236 for the FY2020 Ohio Airport Grant Program/Ohio Department of Transportation (ODOT), Grant match transfer from the General Fund # 1001 & Advance from the General fund – Fairfield County Commissioners [Commissioners] |
| 2020-04.14.e | A resolution approving and acknowledging electronic signature procedures [Commissioners] |
| 2020-04.14.f | A resolution approving an account to account transfer in major object expense categories for General Fund# 1001 – Fairfield County Commissioners [Commissioners] |

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Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Dave Levacy, and Steve Davis

Approval of the Economic Development Resolution

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Economic Development resolution to approve the Memo of Understanding setting the parameters for the disbursement of funds from the State of Ohio; see resolution 2020-04.14.g.

Discussion: Dr. Brown thanked Mr. Szabrak, Ohio University, Hocking College, and the Port Authority for their continued work to further the Workforce Center.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Dave Levacy, and Steve Davis

Approval of the Emergency Management Agency Resolution

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Emergency Management Agency resolution authorizing an account to account transfer for EMA fund 2707 (subfund 8183) Emergency Management Performance Grant; see resolution 2020-04.14.h.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Dave Levacy, and Steve Davis

Approval of the Engineer's Resolution

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Engineer's resolution to approve advertising for the purchase of liquid asphalt; see resolution 2020-04.14.i.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Dave Levacy, and Steve Davis

Approval of the Job and Family Service Resolution

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Job and Family Services resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services; see resolution 2020-04.14.j.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Dave Levacy, and Steve Davis

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Approval of the Juvenile/Probate Court Resolutions

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following Juvenile/Probate Court resolutions:

- 2020-04.14.k A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2036 Department of Youth Services (reclaim) [Juvenile/Probate Court]
- 2020-04.14.l A resolution to appropriate from unappropriated in a major expenditure object category - Juvenile Court - Fund #2036 Ohio Department of Youth Services Fund (reclaim) [Juvenile/Probate Court]

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Dave Levacy, and Steve Davis

Approval of the Prosecutor's Resolution

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Prosecutor's resolution to appropriate a perpetual easement for highway purposes from Parcel No. 036-00286-00 (2-SH); see resolution 2020-04.14.m.

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Dave Levacy, and Steve Davis

Approval of the Regional Planning Commission Resolutions

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following Regional Planning Commission resolutions:

- 2020-04.14.n A resolution to approve a Development Agreement for the Views at Pine Hills Phase 2 [Regional Planning] [Regional Planning Commission]
- 2020-04.14.o A resolution to approve The Views at Pine Hill Estates Final Plat [Regional Planning] [Regional Planning Commission]

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Dave Levacy, and Steve Davis

Adjournment

With no further business, on the motion of Jeff Fix and a second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:10 a.m.

A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Title Division

WHEREAS, appropriations are needed to cover all remaining expenses for 2020; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object category in capital outlay and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of appropriations in the amount of \$1,600.00 is hereby authorized as follows:

From: 11232600 Materials and Supplies
To: 11232600 Capital Outlay

For Auditor's Office Use Only:

Section 1.

FROM: 11232600 561000 General Office Supplies
TO: 11232600 574300 Furniture & Fixtures

Prepared by: Britney Lee
Cc: Clerk of Courts

BUCKEYE GLASS & ALUMINUM LLC.

Quotation

Date: 4/17/2020

Quoted By: Autumn

Quantity	Description	Unit Price	Amount
1	1/4" Clear Tempered Safety Glass	\$162.00	\$162.00
	40 1/8" X 46 1/8"		
	With 3 1/2" Hole for Speak-Thru		
5	1/4" Clear Tempered Safety Glass	\$120.00	\$600.00
	43 1/8" X 32"		
	With 3 1/2" Hole for Speak-Thru		
6	3 1/2" Hole for No-Draft	\$75.00	\$450.00
	Spreak-Thru Hardware		
1	Metal U Channel	\$100.00	\$100.00
Men: Hrs.		Taxes:	\$0.0000
2	3	Labor:	\$288.00
Total Quotation:			\$1,600.00

We are pleased to submit the following quotation for your consideration:

Important: pricing good for acceptance of 30 days unless noted otherwise.

Notes: Above is a quotation with the speaker hole including installation and metal u-channel under on bottom of glass for the title office in Lancaster, Ohio.

Brauden Meyer 4/22/2020

Buckeye Glass & Aluminum LLC. 1912 Cedar Hill Rd. Lancaster, Ohio 43130

Email: buckeyeofficemanager@yahoo.com

Phone: 740-652-1772 Fax: 740-652-1773

Resolution No. 2020-04.28.a

A resolution approving an account to account transfer in a major object expense category-Clerk of Courts Title Division

(Fairfield County Clerk of Courts- Legal Division)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution approving the “go forward decision” to establish a protocol for COVID-19 antibody testing for certain employees of Fairfield County

WHEREAS, the crisis of the COVID-19 pandemic has created turbulence in multiple environments, and managerial decisions for work assignments are impacted by the pandemic itself;

WHEREAS, there is very limited testing available from a public health perspective for COVID-19;

WHEREAS, antibodies developed by the body in response to a viral infection *may* provide potential immunity against future infection, at least for a period of time;

WHEREAS, according to the U.S. Food and Drug Administration, COVID-19 antibody testing may indicate that "the person has been exposed to the virus and developed antibodies against it, which may mean that person has *at least some immunity* to the coronavirus;"

WHEREAS, such antibody testing is now available and does not harm public health supplies for regular COVID-19 testing;

WHEREAS, the antibody testing is expected to provide information about previous infection and a pathway for additional testing for a current infection; and the antibody testing may need to be conducted more than once in order to identify current infections;

WHEREAS, information from antibody testing will provide at least some information to help with work assignments for employees, especially those in more vulnerable positions because of their exposure to other humans when other barriers (masks or plexiglass, for example) are less available;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Board of County Commissioners authorizes the “go forward” decision for the Human Resources Department and other managers to establish a protocol for COVID – 19 antibody testing for employees, including the following employees first: EMA Officials -and- Sheriff’s Office Employees - Correction Officers, Deputies and Staff.

A resolution approving the “go forward decision” to establish a protocol for COVID-19 antibody testing for certain employees of Fairfield County

Section 2. The Board of County Commissioners authorizes the “go forward” decision for the protocol to also include:

Adult Probation Officers
Juvenile Probation Officers
Guardianship Services Officials
Child and Adult Protective Services Field Staff
Utilities Field Staff
Dog Shelter Field Staff
Coroner

Section 3: The appropriate managers will connect in order to establish the most efficient testing schedule.

Section 4: Other political subdivisions connected with Fairfield County will be notified of this protocol and will be provided information and support to help if they also decide to use antibody testing for employees. For example, we will connect with the MCJDC, the Health Department, RPC, and the Soil and Water Conservation District, Major Crimes Unit, as well as others who are not connected with the Fairfield County system.

Section 5: While the antibody testing will provide some information, it will not result in any changes relating to the current procedures to maintain multiple, recommended safe work practices. They are listed in the attached document by method of control.

Fairfield County COVID-19 Safe Work Practice Guidance

OBJECTIVE

The objective of the Fairfield County Safe Work Practice Guidance is to reduce the spread of infection by decreasing contact between sick and uninfected persons. This Guidance is a supplement to the Fairfield County Personnel Policy Manual and other formal policy documents; it is not a replacement.

Please note – COVID-19 is a quickly-evolving pandemic, and recommendations in work practices are subject to change quickly if recommendations from Centers for Disease Control, Ohio Department of Health, the Fairfield County Health Department, or your Department/Appointing Authority change.

DAILY MONITORING

Required daily self-monitoring (at home)

This applies to all employees who will be reporting to work. Prior to coming to work each day, employees must self-evaluate for the following:

- **Do you have a fever?** Fever is $\geq 100.4^{\circ}\text{F}$
- **Have you developed a cough?**
- **Are you experiencing shortness of breath?**
- **Are you experiencing illness related body aches?**

If you answer yes to any of the above questions, do not report to work. Call your supervisor and your health care provider. Supervisors should contact their Department Head. If you do not have a health care provider, call the Fairfield County Health department at 740-652-2800. You may also call the Fairfield County Wellness Clinic at 740-689-4404.

Department/Division monitoring

It is not a requirement that employees are monitored as they come to the workplace; however, the Ohio Department of Health is encouraging employers to monitor employees coming into the workplace for COVID-19 symptoms.

If the monitoring warrants it, employees should be asked the questions below. If they answer “Yes” to any of the questions below, they should be sent home immediately.

The employee’s supervisor should contact their Department Head to notify them of any employees sent home due to yes responses to these questions:

Questions:

- **Are you feeling feverish today?**
 - Fever is $\geq 100.4^{\circ}\text{F}$
 - If the Department/Appointing Authority chooses to take temperatures of employees as they begin their shift, the temperatures should be taken with a non-invasive (i.e., not oral) thermometer in place of this question. The thermometer MUST be a medical grade thermometer and careful attention should be paid to the accuracy range of the thermometer.
 - In-mouth thermometers are not recommended due to potential for cross contamination.

Fairfield County COVID-19 Safe Work Practice Guidance

- Are you experiencing shortness of breath or difficulty breathing?
- Have you developed a cough?
- Are you experiencing flu-like body aches?

There are multiple, recommended safe work practices. They are listed below by method of control.

Control Method	Safe Work Practices
Time	Eliminate in-person or face to face meetings and utilize virtual options whenever possible. Avoid crowded settings.
Distance (Initiate Social (Physical) Distancing Behaviors)	<p>Keep a safe distance, at least six feet away, from people as much as possible. Increasing the distance significantly reduces the likelihood of exposure.</p> <p>Limit personal face-to-face interactions.</p> <p>Avoid gatherings of more than 10 people.</p> <p>If necessary, choose a large room for meetings and sit at least 6 feet away from each other.</p> <p>Apply department approved staggered work shifts and lunch times.</p> <p>Change shift times and practice wherever possible, with employees going off duty leaving the workplace before the new shift enters.</p> <p>Draft flexible work schedules and telecommuting arrangements to reduce contact and allow for social distancing.</p> <p>Use pick-up or delivery systems where clients and customers can pick up or deliver without face to face contact. Request information via telephone/email/fax.</p>
Shielding	<p>If repeated contact with people who are ill is unavoidable, take precautionary measures (examples include using a physical barrier which maintains a distance of 6 feet or having the other person don a surgical mask to prevent droplet exposure).</p> <p>A cloth face covering can be used to reduce exhaled droplets in crowded settings when controls like physical distancing cannot be maintained. Please see the end of this guidance document for more information regarding cloth face coverings. It is encouraged that you wear a cloth face mask when you cannot maintain a distance of 6 feet from others in the workplace.</p>
Hygiene Practices	<p>Frequently disinfect work surfaces (e.g., doorknobs). Disinfect shared work surfaces between uses and other frequently touched surfaces at least between shifts.</p> <p>Wash hands frequently with soap and water or alcohol-based hand cleaners, especially after coughing or sneezing and before smoking or eating. Avoid touching your face, mouth, nose, or eyes.</p> <p>Hand sanitizer: Should be at least 60% or greater alcohol content.</p> <p>Use cough and sneeze etiquette: cough and sneeze into your inner elbow or arm to reduce droplets. If you contaminate your hands with a cough or sneeze, immediately wash your hands with soap and water or use sanitizer if hand washing is not available.</p> <p>Reduce sharing work surfaces, telephones, computers, etc. Avoid hand shaking.</p>

Fairfield County COVID-19 Safe Work Practice Guidance

<p>Reporting Guidelines</p>	<p>Stay home when you are sick. Do not report to work if experiencing a fever, respiratory illness, or flu like symptoms. Please see above for monitoring guidance.</p> <p>Refer to Fairfield County Personnel Policy Manual for proper reporting procedures when ill.</p>
<p>Additional Guidance for Field Employees</p>	<p>Whenever possible, limit or eliminate County business inside anyone's home or business.</p> <p>Any County business that will occur within someone's home or business should first be triaged by phone to determine:</p> <ul style="list-style-type: none"> • If the site visit is necessary. • If anyone in the home is experiencing any symptoms of illness (fever, or other flu-like symptoms) <ul style="list-style-type: none"> ○ If they answer no to illness symptoms, let the citizen know that the County employee will ask those questions again upon arrival. If anyone in the home is experiencing those symptoms, the need for the home visit will be re-evaluated. <p>If a County employee must perform an in-home or business visit:</p> <ul style="list-style-type: none"> • Upon arrival and before entering the home or business – ask again if anyone in the home is experiencing any symptoms of illness. If they are – reach out to your supervisor to determine if the visit will move forward. • If you continue with the visit – let the homeowner or client know that as a precautionary measure you will be asking them to maintain a 6' distance <ul style="list-style-type: none"> ○ If this recommended 6' distance cannot be maintained during the performance of the inspection, please contact your Supervisor for guidance as to the appropriate way to conduct the in-home or in-business visit. • Hand Hygiene: Hand sanitizer or hand wipes should be used prior to entering the home or business. Gloves are also recommended, particularly if you will be touching anything in the home or business. <ul style="list-style-type: none"> ○ As much as possible, do not touch anything. ○ Do not touch your face, mouth, nose, or eyes while in the home or business. ○ Do not shake hands with the resident or client, and do not share pens or other equipment. ○ Remove gloves upon exiting in a manner that does not contaminate the hands. ○ Perform hand hygiene with hand sanitizer or wipes upon exiting. Wash hands with soap and water as soon as possible. • If an in-home or in-business inspection MUST be conducted at a location of someone who is exhibiting flu-like symptoms or other similar symptoms of illness – PLEASE SEEK THE GUIDANCE FROM YOUR DEPARTMENT HEAD PRIOR TO CONDUCTING THE IN-HOME OR IN-BUSINESS VISIT. <ul style="list-style-type: none"> ○ Human Resources and EMA are available for guidance in determining appropriate measures, if requested.
<p>Additional Guidelines for Return to Work</p>	<ul style="list-style-type: none"> • Be resourceful and innovative in finding solutions to continue to perform County functions while creating and maintaining a safe work environment. Consider these guidelines to determine what works best for your workplace. <ul style="list-style-type: none"> ○ Examine each task that is performed by County employees and determine how the task can be performed using distancing, technology, barriers, or other means to prevent or limit employees from being within 6 feet of another employee or member of the public for more than 5 minutes. ○ Stagger work shifts, allow flexible work hours, and continue to allow telework, when possible, to decrease the amount of people working in the same workspace at the same time. ○ Move workstations, wherever possible, to increase distance between people. ○ Create drop off availability for documents when electronic submittal is not possible.

Fairfield County COVID-19 Safe Work Practice Guidance

Additional Guidelines for Return to Work	<ul style="list-style-type: none">○ Consider installing physical barriers, such as clear plastic sneeze guards, in areas where social distancing is not possible.● Be aware that some employees may be at higher risk for serious illness, such as older adults and those with chronic medical conditions. Consider minimizing face-to-face contact between these employees or assign work tasks that allow them to maintain a distance of 6 feet from other workers, customers, and visitors. Telework if possible.● Consider placing posters (that encourage hand hygiene to help stop the spread) at the entrance to your workplace and in other workplace areas where they are likely to be seen.● Consider cross-training employees to perform essential functions so the workplace can operate even if key employees are absent.● Discourage workers from using other workers' phones, desks, offices, or other work tools and equipment, when possible● Establish a cleaning schedule in your workstation/area if you do not already have one. Work areas should be cleaned/sanitized often with EPA approved sanitizer that kills COVID-19.● Employees are encouraged to wear cloth face coverings/masks per CDC and ODH guidance whenever distancing of 6 feet cannot be maintained between people. These occurrences of times when you are not distancing at least 6 feet should be limited in occurrences and duration as much as possible.
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Fairfield County COVID-19 Safe Work Practice Guidance

Use of Cloth Face Coverings to Help Slow the Spread of COVID-19 Guidance for Fairfield County Employees

CDC continues to study the spread and effects of the novel coronavirus across the United States. We now know from recent studies that a significant portion of individuals with coronavirus lack symptoms (“asymptomatic”), and that even those who eventually develop symptoms (“pre-symptomatic”) can transmit the virus to others before showing symptoms. This means that the virus can spread between people interacting in proximity—for example, speaking, coughing, or sneezing—even if those people are not exhibiting symptoms. Considering this new evidence, CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain.

It is critical to emphasize that maintaining 6-feet social distancing remains important to slowing the spread of the virus. Cloth face coverings fashioned from household items or made at home from common materials at low cost can be used as an additional, voluntary public health measure.

County employees are encouraged to wear cloth face coverings at this time. Each county employee will be provided a reusable cloth face covering. Please follow your specific Department/Appointing Authority requirements regarding this issue.

The cloth face coverings recommended are not surgical masks or N-95 respirators. Those are critical supplies that must continue to be reserved for healthcare workers and other medical first responders, as recommended by current CDC guidance. ***County employees performing clinical tasks, field inspections inside of residential or commercial locations, or other tasks that put them within 6’ of others will likely have additional guidance and should also review the matrix above. If there are further questions, contact Human Resources or EMA.***

How to Wear a Cloth Face Covering



DO NOT place cloth face coverings on children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance.

Cloth face coverings should—

- fit snugly but comfortably against the side of the face
- be secured with ties or ear loops
- include multiple layers of fabric
- allow for breathing without restriction
- be able to be laundered and machine dried without damage or change to shape

Fairfield County COVID-19 Safe Work Practice Guidance

DIY Face Coverings

- Use tightly woven fabric (preferably cloth that lets minimal light shine through) such as quilting cloth.
- If you need to buy materials, consider purchasing online to avoid public places.
- The CDC offers instructions on creating a no-sew face covering out of a T-shirt; or out of a bandanna, coffee filter, and rubber bands. You will also need scissors.

Should cloth face coverings be washed or otherwise cleaned regularly? How regularly?

- Yes. They should be washed daily using hot water.

How does one safely sterilize/clean a cloth face covering?

- A washing machine should suffice in properly washing a face covering.

How does one safely remove a used cloth face covering?

- Individuals should be careful not to touch their eyes, nose, and mouth when removing their face covering and wash hands or use hand sanitizer immediately after removing.

For more information on DIY face coverings please visit the CDC website for more guidance:

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>

Signature Page

Resolution No. 2020-04.28.b

A resolution approving the "go forward decision" to establish a protocol for COVID-19 antibody testing for certain employees of Fairfield County

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the reduction appropriations in major expenditure object categories for fund# 3435– Fairfield County Commissioners

WHEREAS, budget reductions in 2020 for the general fund require a reduction in appropriations for the capital improvement project fund# 3034; and

WHEREAS, reducing the appropriations for 2020 will make the budget picture more realistic; and

WHEREAS, this action provides for proper accounting; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The County Auditor is to reduce appropriations in the following major expenditure object categories of Capital Outlay:

<\$221,655> 12343500 Capital Outlay

For Auditor's Office Use Only:

Section 1.

12343500 570000

<\$221,655>

Section 2. *Issue an Amended Certificate by reducing fund# 3435 by <\$300,000>*

Section 3. *Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12343500 439100 by reducing the amount of <\$300,000>*

Signature Page

Resolution No. 2020-04.28.c

A resolution authorizing the reduction appropriations in major expenditure object categories for fund# 3435– Fairfield County Commissioners

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to authorize the disposal of obsolete assets within the Fairfield County Dog Shelter

WHEREAS, Ohio Revised Code 307.12 authorizes counties to dispose of unneeded, obsolete, or unfit property; and

WHEREAS, Fairfield County Dog Shelter has obsolete assets with a value under \$2,500.00 and such assets are no longer useful for operation; and

WHEREAS, the Fairfield County Dog Shelter desires to dispose of the obsolete assets,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: That the Fairfield County Board of Commissioners hereby approves the disposal of the various assets as described in the attachment.

Section 2: That the Fairfield County Dog Shelter will complete proper paper work regarding the disposal of the assets.

Prepared by: Sara Johnson
cc: Dog Shelter

Fairfield County Dog Adoption Center and Shelter
Disposal of Assets
April 24, 2020

CLASS	ASSET #	DESCRIPTION	SERIAL #
413-Weapons	8507	Dart Gun Model 171 #553AB	15718232
413-Weapons	8508	Remington Sportsman 12 Pump	W108856M
413-Weapons	8509	Uplander 12 Gauge Double Barrell	
413-Weapons	8510	Uplander 12G Double Barrell	270113180807530462
413-Weapons	8511	22MAG Chuckster- WMR-640KD	1372877

Signature Page

Resolution No. 2020-04.28.d

A resolution to authorize the disposal of obsolete assets within the Fairfield County Dog Shelter

(Fairfield County Dog Shelter)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to appropriate from unappropriated in a major expenditure object category for Fund 2379 – Computerizing Court/Computerized Legal Research, Sub Fund 8241 – Supreme Court of Ohio 2020 Remote Technology Grant [Fairfield County Domestic Relations Court]

WHEREAS, the Fairfield County Domestic Relations Court was awarded a grant for remote technology from the Supreme Court of Ohio; and

WHEREAS, additional appropriations are necessary to purchase the equipment from Atech Technologies which will allow the Fairfield County Domestic Relations Court to conduct hearings remotely; and

WHEREAS, additional appropriations are needed in the major expenditure object category for Fund 2379/Sub Fund 8241, and

WHEREAS, to appropriate from unappropriated will allow proper accounting in the major expenditure object category.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$4,678.00 - 15237920 Capital Outlay

For Auditor's Office Use Only:

Section 1. Appropriate from unappropriated funds: \$4,678.00 to 15237920 - 574000 Equipment, Software, & Fixtures

Section 2. Issue an Amended Certificate in the amount of \$4,678.00 to credit of Fund 2379, Sub Fund 8241

Section 3. Update the receipt line item 15237920 – 433100 in the amount of \$4,678.00.

Prepared by: Lori Lovas
cc: Domestic Relations Court

The Supreme Court of Ohio

Grant Award Agreement

This Grant Award Agreement ("Agreement") is entered into by the Supreme Court of Ohio ("Court") and Fairfield County Common Pleas Court - Domestic Relations Division ("Recipient") as follows:

Section 1. Purpose

The purpose of this Agreement is to set out the duties and responsibilities of the parties for the 2020 Remote Technology Grant project ("Project"). The Project shall be implemented pursuant to application number 311 submitted by the Recipient ("Application") in response to the *2020 Remote Technology Grant Opportunity* ("Opportunity"). A copy of the Application and Opportunity are attached at Appendices A and B and are incorporated as though fully rewritten herein to the extent they are not inconsistent with this Agreement.

Section 2. Term

This Agreement shall be effective from the date of the last signature below through November 30, 2020.

Section 3. Responsibilities of the Court

The Court agrees to pay the Recipient \$4,678.00 for the purpose of completing the Project pursuant to the terms and conditions set forth in this Agreement.

Section 4. Responsibilities of Recipient

- A. The Recipient agrees to develop, implement, and maintain the Project pursuant to the terms and conditions set forth in this Agreement.
- B. The Recipient agrees to confirm purchases made with Project grant funds by providing proof of final payment to the Court's Grant Administrator at the email address provided below no later than December 31, 2020, or 30 days after receipt of funds, whichever occurs last. The Recipient agrees to provide photographs of the Project, if requested by the Court.
- C. The Recipient shall reimburse the Court for Project grant funds received that are spent in violation of applicable law or the provisions of this Agreement, as determined by a qualified auditor.
- D. All purchases or upgrades made with Project grant funds shall be completed, installed, operational, and in use by November 30, 2020, unless the Court gives express written consent extending this deadline.

E. The Recipient shall ensure that all equipment, software, or materials purchased for the Project are and remain the property of the Recipient unless the Court is notified and gives express written consent to the sale, donation, or other disposal of the equipment, software, or materials. The Court maintains a right of first refusal. If any equipment, software, or materials purchased for the Project are owned by the Court, at the conclusion of the grant the Court will transfer ownership of it to the Recipient.

F. The Court reserves the right to request the reimbursement of all distributed Project grant funds if Recipient fails to comply with the requirements of this Agreement.

G. The Recipient agrees to participate in on-going monitoring for quality, evaluation, and documentation of the Project by the Court as required by funding restrictions or otherwise deemed necessary by the Court.

H. The Recipient shall maintain adequate supporting records that are consistent with generally accepted accounting practices and the Recipient's purchasing policies and practices.

I. The Recipient shall provide the Court with an audit report conducted in accordance with Government Accounting Standards. The audit report shall be provided within six months following the close of the Recipient's fiscal year during the term of this Agreement. If such audit report is not available for the Recipient through its local governing authority, the Court may require the audit be completed by a certified public accountant. Costs for audit reports performed by a certified public accountant not required by the Recipient's local governing authority, but that are necessary to provide assurance to the Court that generally accepted accounting principles have been followed, may not be charged to the grant. A copy of the Court's *Guidelines for Audit of Grant Award Funds* is attached as Appendix C.

Section 5. Use of Grant Funds

A. The Recipient agrees that there shall be no substantial variance from its use of grant funds as submitted in its Application and approved by the Court, without prior written approval by the Court.

B. Project grant funds shall be expended for only one-time costs, with any resulting maintenance or ongoing support costs being the responsibility of the Recipient.

C. The Recipient agrees to notify the Court if the Recipient encounters difficulties in the performance of or is unable to proceed with the grant activities. Under these conditions, the Court may terminate the grant and require the return of unexpended funds.

D. The Recipient agrees that any grant funds not spent or committed for the grant activities shall be returned to the Court within 60 days of the expiration of this Agreement.

E. Project grant funds shall not be expended to support any political campaign or attempt to affect the political opinion of the general public or any segment thereof or to communicate with any member of the public or employee of the Recipient who may participate in the formulation of

legislation, other than through making available the results of nonpartisan analysis, study, and research.

Section 6. Payment Process

- A. The Court will distribute Project grant funds to the Recipient on a one-time payment basis.
- B. Project grant funds shall not be made for an expense unless it is specified in this Agreement or has been approved in advance by the Court.
- C. Project grant funds shall be disbursed to the Recipient no later than 30 days from the effective date of this Agreement.

Section 7. Entire Agreement

This Agreement and all materials incorporated by reference herein constitute the understanding between the parties. Where there is a conflict between the terms of this Agreement and the incorporated documents, this Agreement shall control.

Section 8. Changes and Modifications

Any changes or modifications to this Agreement that might affect the Project as originally proposed shall be submitted to the Court, in writing, for prior approval. Proposed changes shall be reviewed under the same considerations, policies, and goals as the original Opportunity. All changes and modifications shall be in writing, signed by the parties, and appended to this Agreement.

Section 9. Termination of Agreement

The Recipient shall be in default under this Agreement if the Recipient fails to timely perform or observe any of its obligations under this Agreement or withdraws from the Project and does not remedy the failure or withdrawal within five business days of the receipt of written notice by the Court of such default. If this Agreement is terminated, the Recipient shall reimburse the Court for the entire distributed award amount. If the Court terminates this Agreement, it shall be responsible for reimbursing the Recipient for all expenses incurred by the Recipient prior to the date on which the Recipient receives written notice of termination.

Section 10. Resolution of Disputes

The Court and the Recipient recognize that litigation can be an expensive, resource-consuming process for resolving disputes. Therefore, the Court and the Recipient agree that if any controversy or dispute arises out of or relates to this Agreement or the Project, they shall attempt in good faith to settle the dispute through mediation. The Court and the Recipient shall attempt to mutually agree as to the provider of neutral services and complete mediation within thirty days.

Section 11. Law, Forum, and Venue

This Agreement shall be construed and interpreted, and the rights of the parties shall be determined in accordance with, the laws of the State of Ohio. All actions arising out of this Agreement shall be instituted in a court of competent subject matter jurisdiction in Franklin County, Ohio.

Section 12. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 13. Responsibility for Claims

The Recipient shall indemnify and hold the Court harmless from liability for any injury or damage to third parties occurring during performance of activities pursuant to this Agreement, to the extent such injury or damage is caused by the Recipient's negligence or willful misconduct.

Section 14. Certification of Funds

The Court represents that it has adequate funding available to reimburse the Recipient under the provisions of this Agreement. However, the Court may terminate this Agreement should its appropriations or other revenues be reduced or, if applicable, the grant funds used to support the Project are reduced or terminated.

Section 15. Applicable Policies

With respect to activities associated with the Project, the Recipient is subject to the Court's policies on equal employment opportunity, discrimination and sexual harassment, and drug-free workplace. Copies of these policies are attached as Appendix D.

Section 16. Assignment

The Recipient may not assign any rights, duties, or obligations described in this Agreement without the written approval of the Court.

Section 17. Access to Records

The Recipient shall allow the Court and its authorized representatives access to all records kept pursuant to the Project for the purpose of any audit and examination relative to this Agreement.

Section 18. Original Copies of Agreement

This Agreement shall be executed in two originals with each party retaining an original copy.

Section 19. Contacts

The Court's contact with regard to this Agreement is:

Linda Flickinger, Grant Administrator
The Supreme Court of Ohio
65 South Front Street
Columbus, Ohio 43215
614.387.9522
Linda.Flickinger@sc.ohio.gov

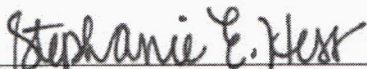
The Recipient's contact with regard to this Agreement is:

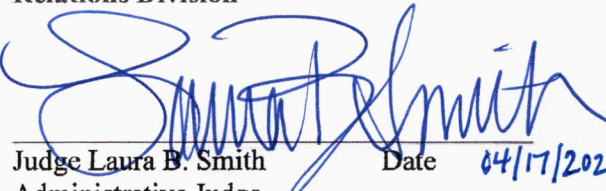
Lori L. Lovas
Fairfield County Common Pleas Court - Domestic Relations Division
224 East Main Street, Room 402
Lancaster, OH 43130
740-652-7444
lori.lovas@fairfieldcountyohio.gov

The parties have executed this Agreement as of the date(s) noted below.

THE SUPREME COURT OF OHIO

**Fairfield County Common Pleas Court - Domestic
Relations Division**

 04.16.2020
Stephanie E. Hess, Esq. Date
Deputy Administrative Director
Supreme Court of Ohio


Judge Laura B. Smith Date 04/17/2020
Administrative Judge

APPENDIX A

Recipient Application

Remote Technology Grant Application for FY2020

COURT INFORMATION

Court Name	Fairfield County Common Pleas Court - Domestic Relations Division	County	Fairfield
Administrative Judge Name	Judge Laura B. Smith		
Address	224 East Main Street, Room 402	City	Lancaster
		Zip	43130
Project Contact	Lori L. Lovas	Phone	740-652-7444
Project Contact email	lori.lovas@fairfieldcountyohio.gov	FEIN	31-6400066
Payee Name	Fairfield County	Amount Requested	\$ 4,678.00

PROJECT INFORMATION (select answer from drop down list where coded)

This application is for Video Conferencing Equipment

Yes

This application is to support Remote Access

Yes

Applications may encompass both Video Conference Equipment and support for Remote Access. If so, select both boxes.

Currently using video conferencing?

No

If video conferencing now, is equipment adequate?

N/A

If not video conferencing now, why not?

No Equipment

What specific uses do you plan for video conferencing?

To conduct hearings remotely.

What specific uses do you plan for remote access?

Conduct hearings with incarcerated individuals and hold conferences with parties and attorneys not able to be physically present at Court.

ACKNOWLEDGEMENTS (select yes or no from drop down list)

Yes

This application has been approved for submission by the Administrative Judge of the applicant.

Yes

I understand that if an award is made to fund this project, the court may be required to provide a W-9 and be registered through Ohio Shared Services Supplier Registration portal within five (5) business days of the award notification.

SUBMISSION INSTRUCTIONS:

SUBMIT application with quote attached to: **Grants@sc.ohio.gov** no later than **5:00 PM April 30, 2020**. If your submission is 15MG or larger, send an email requesting assistance to submit your application and attachment. **CONFIRMATION:** An email will be sent to the Project Contact within one business day to confirm the application was received by the Supreme Court of Ohio.

Project Definition –

Scope of Work

Prepared by Atech
Technologies

Page 1 of 2

1.1 Client and Project Information

Name of Client/Organization Fairfield County			Name of Project Aver-Domestic Relations	
Name of Contact Person Mark Conrad			Project Location Domestic Relations	Project No. 35-20-2
Contact's Mailing Address 210 East Main Street			City Lancaster	State OH
City Lancaster	State OH	Postal Code 43130	E-mail Address of Contact Person Mark.conrad@fairfieldcountyohio.gov	
Telephone Number 740 652-7076		Ext.	Fax Number -	

1.2 Project Description:

To provide consulting and installation services for:
Installation of a wall mounted video conferencing codec, display, and soundbar. A wall mounted shelf below the unit will be provided for equipment.

1.3 Pre-design work completed to date (or) required:

AC power and LAN connections.

**This work to be preformed by others.*

1.4 Approval Requirements:

Purchase Order and/or signature on proposal and scope of work.

1.5 Additional Requirements and /or Conditions:

AC power and LAN connections to be provided by others.
Any network requirements for profile setup and account information.
Network configurations.

1.6 BOM

Wall Mounted Unit:

			<u>Wall Mounted - Domestic Relations</u>
1	Aver	COMMSE13P	Video conferencing system
1	RCA	J55BE929	55" commercial display
1	Mounting Dream	MD2413-KT	Display mount and wall shelf
1	Cable Matters	800031x2	HDMI wall plate
1	Buyers Point	1001	pass through brush wall plate
1	Fosmon	HD8127	low voltage bracket
1	BlueRigger	HDMI-1.4-cl3-bl-15ft	15' HDMI cable

March 31, 2020



2	ivanky	ivanky-hd02	HDMI cable 6'
1	ivanky	B07XXX45P6	HDMI cable 15'
1	Crestron	SAROS SB-200-P-B	soundbar
1	KabelDirekt	238	10' 3.5mm cable
1	Logitech	960-001105	Advanced webcam - (Judges)
1	Atech		labor to install
1	Atech		cable connectors misc hardwre
1	Atech		shipping cost

Total: \$4,678.00

1.7 TOTAL FEES:

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees plus any additional *shipping cost and /or applicable taxes

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$4,678.00

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 1.

Table 1 – Services Fees

Project Milestones	Percentage	Fees
With Order	50%	\$2,339.00
Upon Project Completion	50%	\$2,339.00
Totals	100%	\$4,678.00

EXPENSES

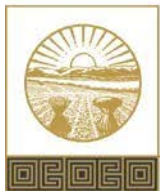
Travel expenses are included in cost. Additional travel cost may apply for any project delays caused by outside sources or construction delays that may delay the projects completion.

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

Approval _____ Date _____

APPENDIX B

The Court's Opportunity



THE SUPREME COURT of OHIO

2020 REMOTE TECHNOLOGY GRANT OPPORTUNITY

One-Time Funding

Open through April 30, 2020 or until funds are exhausted

Section 1. Overview

The Supreme Court of Ohio (Court) is announcing a special one-time funding opportunity focused on the purchase of equipment necessary to quickly facilitate remote access for local Ohio courts. This funding opportunity is due to the emergency need caused by the COVID-19 pandemic. Priority will be given to video conferencing equipment requests.

Section 2. Scope of Grant

The grant will fund new equipment and installation to implement video conferencing and other forms of remote access for courts throughout Ohio. This funding shall be used to address equipment gaps where the lack of adequate technology is a barrier to the efficient, effective, or safe administration of justice. The lack of technology to implement video arraignments is an example of a barrier. A number of service providers are offering video conferencing services for little or no charge on a temporary basis during this pandemic, but courts do not have the resources to purchase equipment and quickly adjust to this emergency.

Section 3. Period of Grant.

The project period is estimated to be six months, beginning on or about April 30, 2020 and ending on or about November 30, 2020.

Section 4. Eligibility.

Any court of appeals, common pleas court (or any division therein), municipal court, or county court in Ohio is eligible to apply. Courts are eligible to submit one application for funding consideration. Mayor's courts are not eligible applicants.

Section 5. Priority Considerations and Evaluation Criteria.

Funding priority shall be given to eligible projects on a first-come, first-served basis. Funding is limited and applicants shall be awarded based on the order in which their applications are received and that meet eligibility requirements.

(A) Project considerations:

The grant is for new equipment meeting basic necessary remote access needs, with a priority objective of reducing in-person arraignments and other proceedings, and for facilitating remote access for local courts as quickly as possible. This may include purchase of video

conferencing equipment where no equipment is available or where equipment is inoperable or inadequate.

Ineligible

- This grant will not support the purchase of cell phones, tablets, or wireless services.
- This grant will not support reimbursement for prior purchases.

Required Attachments

A quotation from a proposed vendor(s) for costs associated with the project must be attached to the application at the time of submission. The required format for this quote is a PDF.

(B) Evaluation criteria

The following are the evaluation factors for project consideration.

To what extent does the project:

- (1) Enable video conferencing or remote access as quickly as possible?
- (2) Demonstrate a reasonable utilization of funding for the project proposed?

Each project submission will be reviewed to ensure it meets the minimum requirements as detailed and is accompanied by a complete application and quote documentation. Applications which meet the requirements will be moved to final Court approval and immediate funding. Funds will be awarded to eligible projects until available funds are exhausted or through applications received by April 30, 2020.

Section 6. Terms and Conditions.

(A) Rights of the Court

The Court shall reserve the right to refuse to fund applicants, propose different funding amounts from the application in appropriate circumstances, and decline to fund any applicants at the Court's discretion.

Furthermore, the Court shall reserve the right to terminate a grant agreement and recoup any funds that are not being spent as intended to efficiently complete the applicant's proposal. The Court may conduct site visits to observe and evaluate grant programs.

The Court shall reserve the right to audit any recipient to ensure compliance with the terms set forth in the application or grant agreement.

(B) Requirements of receiving applicants

Successful applicants shall be required to do the following, as applicable:

- (1) Utilize program funds to implement the project as proposed;
- (2) Meet all stated objectives of the grant award;
- (3) Execute a Grant Award Agreement with the Court. A sample Grant Award Agreement is available at Appendix A;
- (4) Provide confirmation to the Court of equipment purchase, or purchase order being issued with grant funds, within 30 days after receipt of grant funds;
- (5) Provide confirmation of project completion, installation, operation, and active use within six months after the grant agreement is executed;
- (6) Provide to the Court, upon request, any activity and financial reports related to the Grant;
- (7) Utilize funds for one-time equipment costs only. Ongoing costs or resulting maintenance costs are the responsibility of the receiving court;
- (8) Utilize funds for authorized purposes only (e.g. funds may not be used to purchase tablets, cellular phones, or other mobile devices);
- (9) Notify the Court in writing immediately of a decision to decline the grant award.

(C) Promotional materials and news releases

Successful applicants may be included in future outreach and promotional materials, as determined by the Court. Additionally, news releases and articles released throughout the program period by the Court may include informal updates about the program, as applicable.

Section 7. Submission of Grant Applications.

The application and instructions are available at the **Court's website at: <http://sc.ohio.gov/grants>**. All Remote Technology Grant Applications must be received at Grants@sc.ohio.gov **no later than April 30, 2020**. Each applicant court will receive a confirmation of submission by email within one business day of submission. No paper or fax submissions will be considered.

A quotation from the vendor(s) for costs associated with the project proposal must be attached to the application at the time of submission. The required format for this quote is a PDF.

Courts are eligible to submit one application for funding consideration. **Courts are not eligible to receive more than one award during this one-time grant opportunity.**

Applications must be submitted in Excel. Applications shall be accepted **until 5:00 p.m. on April 30, 2020**. Funding notifications will take place on an ongoing basis as applications are processed and approved or not approved for funding.

Section 8. Reporting Requirements.

(A) General

Upon request, receiving courts will provide confirmation of equipment purchase, or purchase order being issued with grant funds, within 30 days after receipt of grant funds.

Following procurement, installation, and implementation of the equipment, the receiving court must provide written notification and documentation of paid expenses to the Court. All

projects must be operational and in active use within six months after the Grant Agreement is executed.

(B) Failure to comply

Failure to comply with reporting requirements or other aspects of the grant agreement, could result in the termination of the award and reimbursement of grant funds to the Court.

Section 9. Contact Information.

For questions or technical support, please contact Linda Flickinger, Grant Administrator by email at Grants@sc.ohio.gov or call 614-387-9522.

Section 10. Applicable Policies.

Applicant courts seeking grants from the Supreme Court of Ohio are subject to the Court's policies on Equal Employment Opportunity, Discrimination and Sexual Harassment, and Drug-Free Workplace. The Court's policies are available at Appendix B.

APPENDIX C

The Court's Guidelines for Audit of Grant Award Funds

GUIDELINES FOR AUDIT OF GRANT AWARD FUNDS

- 1. Purpose:** These Guidelines are established to provide for the audit of organizations receiving General Revenue Funds through the Supreme Court of Ohio (“Court”) pursuant to grant award agreements. They are intended to identify the policies and practices an organization follows for determining the proper and effective use of public funds rather than to prescribe detailed procedures for the conduct of an audit.
- 2. Authority.** These Guidelines are adopted pursuant to the Supreme Court’s authority as an independent branch of Ohio government and as the grantor of any grant award funds through General Revenue Funds allocated to the Court by the Ohio General Assembly. These Guidelines have not been adopted as rules pursuant to Article IV, Section 5 of the Ohio Constitution.
- 3. Audit Objectives.** Recipients are subject to conditions of fiscal, project, and general administration responsibility. Accordingly, the objective of an audit is to review the recipient’s administration of such funds. The purpose of an audit of such include the following:

 - (a) Internal controls.** An audit may determine whether the recipient has established an accounting system integrated with adequate internal fiscal and management controls to provide full accountability for revenues, expenditures, assets, and liabilities. This system should provide reasonable assurance that the recipient is managing Court financial assistance programs in compliance with applicable laws and regulations.
 - (b) Documentation.** An audit may determine whether the recipient has provided full accountability by requiring complete documentation of expenditures. Timesheets, if applicable to the agreement, should be signed and indicate what work was performed. Invoices should include the vendor name, date, and amount of purchase, description of material or service provided, and signature of approving recipient authority. Descriptive receipts should be obtained for all expenditures. All documentation must be compiled in an orderly fashion so that a proper matching of expenses to the time period audited can be performed and a review of the accounting system can proceed in a timely manner.
 - (c) Financial reports.** An audit may determine whether the recipient has prepared financial reports which are presented fairly, in accordance with generally accepted accounting principles, contain accurate and reliable financial data, and are presented in accordance with the terms of applicable agreements. The financial data must be actual data rather than budgeted data.
 - (d) Expenditure of funds.** An audit may determine whether the recipient has expended funds in accordance with the terms of applicable agreements and those provisions of law or regulations that could have a material effect on the reporting of the grant funds expended.
- 4. Audit Reporting Requirements.** Independent auditors should follow the requirements prescribed in OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations. Cost allowability guidelines can be found in OMB Circular A-87, State and Local

Units of Government. For purposes of the Court's audit requirements, an audit conducted in accordance with "Government Auditing Standards" (The Yellow Book) is acceptable.

(a) **Notice to management.** If an auditor becomes aware of illegal acts or other irregularities, prompt notice shall be given to recipient management officials above the level of involvement. The recipient, in turn, shall promptly notify the Court of the illegal acts or irregularities and of proposed actions to be taken.

(b) **Notice of law enforcement officials.** The Court has the right to inform law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction for violations committed by the recipient.

(c) **Charge of cost for audit.** Audit costs for audits not required by the recipient for purposes other than to meet the conditions of the agreement with the Court are not to be charged to the grant given by the Court.

5. Disallowance of Expenditures. Expenditures which are found to be non-allowable by the Court will be disallowed. The recipient will be required to submit a revised reporting of expenditures to the Court. The recipient will be responsible for accounting for the total project costs and, if unable to do so, will have to refund the disallowed amount to the Court if the Court pays for the cost directly.

6. Due Dates for Audit Reports. Audits are due to the Court no later than six months after the close of the recipient's fiscal year during the term of the grant award agreement.

7. Audit Compliance. The Court reserves the right to determine recipient compliance by a number of methods to include visiting the recipient, upon reasonable notice provided by the Court, to permit inspection of any records, documents, and books, and being able to make copies and take notes from such documents as deemed necessary.

8. Top Audit Findings. The top findings the Court considers in violation of the agreement are:

- Untimely reporting as required by the agreement;
- Lack of documentation;
- Lack of appropriate approval;
- Inaccurate reporting to include charging expenditures on a budgeted basis rather than actual basis;
- Commingling of funds;
- Excess cash on hand;

- Unallowable costs;
- Inappropriate changes to expenditures;
- Inadequate timesheet documentation, if applicable;
- Conflicts of interest.

9. Materiality. The Court recognizes that the cost of conducting an audit may outweigh the benefit of the grant when there is a small grant award agreement. Such consideration will be given when deciding whether to conduct an audit for a recipient who otherwise would not have a copy of its local government audit. If the Court believes the recipient has complied with all conditions of the agreement and there are no audit findings presumed to be in violation of the agreement, generally accepted accounting principles, or applicable laws, a special audit may not be required.

10. Failure to Comply. Failure to have audits performed as required by the Court or failure to respond timely to the Court's inquiries regarding audit findings may result in the Court withholding new grants and/or withholding grant funds.

11. Effective Date. These Guidelines for Audit of Grant Award Funds are adopted effective June 1, 2003.

APPENDIX D

The Court's EEO, Discrimination, and Drug-free Workplace Policies

Administrative Policy 5. Equal Employment Opportunity.

This policy is intended to establish consistent standards and expectations regarding the application of all applicable federal and state laws, rules, and regulations prohibiting discrimination in the workplace to every employee and applicant for a position of employment with the Supreme Court.

(A) Equal Employment Opportunity. The Court is committed to equal employment opportunity for all qualified individuals without regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran's status, or non-disqualifying disability and shall engage in employment practices and decisions, including recruitment, hiring, working conditions, compensation, training, promotions, transfers, retention of employment, and other terms, benefits, and privileges of employment that are based upon job-related criteria and qualifications.

(B) Equal Employment Opportunity Plan. The Administrative Director and the Director of Human Resources shall prepare and annually review an equal employment opportunity plan to assure the employment practices and decisions of the Court are consistent with the objectives and requirements of this policy.

(C) Distributions and Postings. Each position description created for a position of employment with the Court pursuant to Adm. P. 15 (Position Management), each position vacancy announcement circulated pursuant to Adm. P. 6 (Employment Process), all requests for proposals, and any other solicitations for employment with or to provide goods and services to the Court shall reference this policy and that the Court is an equal opportunity employer.

(D) Application of Policy. This policy applies to current employees and applicants for positions of employment with the Court.

Effective Date: July 1, 2003

Amended: September 1, 2007

Administrative Policy 24. Discrimination and Harassment.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the effects of discrimination and harassment.

(A) Prohibited Activity. No employee shall engage in or be subject to a prohibited discriminatory practice or harassment, including sexual harassment.

(1) Prohibited discriminatory practice. For the purpose of this policy, a “prohibited discriminatory practice” means a decision relating to either the recruitment, hiring, working conditions, compensation, training, promotion, transfer, or retention of employees or the selection of vendors to provide goods or services, when the decision is made with regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability.

(2) Harassment. For the purpose of this policy, “harassment” means conduct based on race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability that unreasonably interferes with a person’s work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications, when the conduct consists of one or more of the following:

- Using racially derogatory words, phrases, or epithets;
- Demonstrations of a racial or ethnic nature, such as a use of gestures, pictures, or drawings which would offend a particular racial or ethnic group;
- Comments about a person’s skin color or other racial or ethnic characteristics;
- Making disparaging remarks about a person’s gender that are not sexual in nature;
- Negative comments about a person’s religious beliefs or lack of religious beliefs;
- Expressing negative stereotypes regarding a person’s birthplace or ancestry;
- Negative comments regarding a person’s age when referring to a person 40 years of age or older;
- Derogatory or intimidating references to a person’s mental or physical impairment.

(3) Sexual harassment. For the purpose of this policy, “sexual harassment” means conduct based upon sex that unreasonably interferes with a person’s work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications and physical contact, when the conduct consists of one or more of the following:

- Making submission to a sexual advance or request for sexual favor an explicit or implicit term or condition of employment;
- Making submission to or rejection of a sexual advance or request for sexual favor a basis for employment decisions affecting the person to whom the harassment is directed;
- Making sexual innuendo, using sexually vulgar or explicit language, making sexually suggestive comments or sounds, telling jokes of a sexual nature, or making sexual propositions or threats;
- Displaying or disseminating sexually suggestive objects, books, magazines, computer software, internet websites, e-mail, graphic commentaries, photographs, cartoons, or pictures;
- Touching, pinching, leering, making obscene gestures, brushing against the body, or engaging in sexual intercourse or sexual assault;

(B) Reporting an incident. An employee who believes to have been subject to or observed any prohibited discriminatory practice or harassment by a Justice, other employee, Court appointee, person who conducts business with the Court, or visitor should report it immediately to any member of Senior Staff, the Director of Human Resources, the Administrative Director, or, if the subject of the prohibited discriminatory practice or harassment is an employee and the incident did not involve that employee’s immediate supervisor, to the employee’s immediate supervisor. Any of these persons to whom an incident is reported shall promptly notify the Director of Human Resources.

(C) Investigation and written report. Upon receiving a report of an alleged prohibited discriminatory practice or harassment involving an employee, Court appointee, person who conducts business with the Court, or visitor, the Director of Human Resources, or the director’s designee, shall immediately and thoroughly investigate the incident and prepare a written report. The report shall contain the findings of the investigator and, if the investigator believes a violation of paragraph (A) of this policy has occurred, a recommendation for corrective action or sanction pursuant to paragraph (F) of this policy. The report shall be provided to the parties involved.

If the alleged prohibited discriminatory practice or harassment involves a Justice, the Director of Human Resources shall notify the Administrative Director, who shall report the allegation to the Chief Justice for whatever action the Court considers appropriate.

(D) Determination of incident.

(1) **Agreement of the parties.** If the parties involved agree with the findings and recommended corrective action contained in the written report, the Director of Human Resources shall obtain the signature of each party on the report within five business days after it is provided to them. The Director of Human Resources shall promptly provide a copy of the signed report to the Administrative Director for review. Absent extraordinary circumstances demonstrated in the report, the Administrative Director shall approve its immediate implementation.

(2) **Formal hearing.** If any party involved does not agree with the findings or recommended corrective action contained in the written report or if the Administrative Director believes extraordinary circumstances are demonstrated in the report, within five business days after receiving the report the Administrative Director shall take appropriate action, including appointment of a hearing officer to conduct a formal hearing on the matter.

(E) Conflicts.

(1) **Director of Human Resources.** If a party or witness to an incident reported under this policy is the Director of Human Resources, the Administrative Director shall designate another member of the Court staff to perform the duties of the Director of Human Resources as required by this policy.

(2) **Administrative Director.** If a party or witness to an incident reported under this policy is the Administrative Director, the Chief Justice shall perform the duties of the Administrative Director as required by this policy.

(3) **Chief Justice.** If a party to an incident reported under this policy is the Chief Justice, the next most senior Justice shall perform the duties of the Chief Justice as required by this policy.

(F) Corrective Action. An employee who is found to have violated paragraph (A) of this policy shall be subject to appropriate corrective action as set forth in Adm. P. 21 (Corrective Actions).

(G) Confidentiality. The Court shall make every reasonable effort to protect the privacy of the parties in the process. Parties and witnesses shall maintain confidentiality with respect to a complaint or report. However, the Court cannot ensure that complaints or reports will be kept strictly confidential.

(H) Distribution of Policy. All requests for proposals and solicitations for employment and to provide goods or services shall reference this policy and the Court's prohibition against discrimination and harassment in the workplace.

Effective Date: July 1, 2003

Amended: September 1, 2007; April 1, 2009

Administrative Policy 22. Alcohol and Drug Free Workplace.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the influence of alcohol and drugs.

(A) Alcohol. The purchase, service, and use of alcohol involve health and safety issues for an employee, and liability risks and public perception concerns for the Court. The Court's policy on alcohol depends on the location and circumstances of an event and the work status of the employee.

(1) Location and circumstances. Generally, alcohol shall not be served or used at a Court sponsored event or at the workplace. In limited circumstances, the Court may allow the service and use of alcohol at a Court sponsored event, including an event at the workplace, but only if alcohol is provided by a properly licensed third party vendor and upon the prior approval of the Administrative Director.

(2) Purchase at Court expense prohibited. Alcohol shall not be purchased at Court expense, regardless of the location or circumstances involved.

(3) Employee on duty. An employee who is on duty shall not purchase, serve, or use alcohol, regardless of the location or circumstances involved.

(4) Employee off duty. An employee who is off duty shall not serve alcohol at a Court sponsored event, regardless of the location or circumstances of the event. An employee who is off duty may purchase and use alcohol at a Court sponsored event approved by the Administrative Director pursuant to paragraph (A)(1) of this policy, including an event at the workplace.

These prohibitions shall be read in conjunction with the requirements and guidance of OJC Reg. 14 (Alcohol; Intoxicating Liquor).

(B) Controlled Substances and Illegal Drugs. An employee shall not unlawfully manufacture, distribute, dispense, possess, or use a controlled substance or purchase, transfer, use, or possess any illegal drugs or prescription drugs that are illegal, either at the workplace or any other location. A controlled substance includes any drug listed in Section 812, Title 21 U.S. Code and federal regulations adopted pursuant to federal law. This prohibition shall be read in conjunction with the requirements and guidance of OJC Reg. 15 (Controlled Substances).

The Court shall notify any federal agency from which it has received a grant when an employee has been convicted of a violation of any state or federal criminal drug statute. The notice shall be provided within ten days after receiving notice from the employee of the conviction or after receiving other actual notice of the conviction.

(C) Alcohol and Drug Testing.

(1) Circumstances requiring testing. The Administrative Director, or the director's designee, upon the recommendation of the Director of Human Resources, or the director's

designee, and sufficient cause shown, may require an employee to undergo an alcohol or drug test under the following circumstances:

- When there is reasonable cause to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician;
- When the employee is involved in a significant incident in which the employee or another person has a reportable and recordable injury or in which documented property damage has occurred;
- Pursuant to the specifications and provisions of a counseling, employee assistance, or rehabilitative program to which the employee has been referred as a result of a previous corrective action pursuant to Adm. P. 21 (Corrective Actions).

(2) Refusal to submit to testing. An employee who refuses to consent or submit to an alcohol or drug test when required under this policy shall be subject to corrective action pursuant to Adm. P. 21 (Corrective Actions).

(3) Confidentiality. Confidentiality concerning alcohol or drug test results shall be maintained to the extent provided by law, and an employee shall have the opportunity to refute the results of any alcohol or drug test.

(D) Corrective Actions. An employee who is found to have violated this policy is subject to appropriate corrective action pursuant to Adm. P. 21 (Corrective Actions).

(E) Employee Assistance and Rehabilitation. If an employee is convicted of a violation of any state or federal statute proscribing the abuse of alcohol or the possession or sale of a controlled substance, or if an employee has a confirmed positive alcohol or drug test, the Court may require the employee to participate in and satisfactorily complete an alcohol or drug assistance or rehabilitation program as a prerequisite to continued employment or as part of a corrective action.

Effective Date: January 1, 2004

Amended: April 1, 2009

Resolution No. 2020-04.28.e

A resolution to appropriate from unappropriated in a major expenditure object category for Fund 2379 – Computerizing Court/Computerized Legal Research, Sub Fund 8241 – Supreme Court of Ohio 2020 Remote Technology Grant [Fairfield County Domestic Relations Court]

(Fairfield County Domestic Relations Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Approve an LPA Federal Project Agreement with ODOT for the CR7-1.94 Refugee Road Intersection Safety Improvements Project.

WHEREAS, an estimated \$2,100,000.00 in federal funding has been allocated for the CR7-1.94 Refugee Road Intersection Safety Improvements Project (PID 110862) through the Ohio Department of Transportation, and

WHEREAS, a public viewing and a public hearing have been held, and this Board of Commissioners has declared the CR7-1.94 Refugee Road Intersection Safety Improvements Project as a necessary project, and

WHEREAS, the LPA Federal Project Agreement must be signed by the President of this Board of Commissioners for the project to proceed.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of Commissioners resolves to instruct the President of this Board of Commissioners to sign the LPA Federal Project Agreement for the CR7-1.94 Refugee Road Intersection Safety Improvements Project, (PID 110862).

SECTION 2: that this Board of Commissioners further states that the County Engineer is hereby empowered on behalf of the County to enter into agreements/contracts to complete the CR7-1.94 Refugee Road Intersection Safety Improvements Project (PID 110862).

SECTION 2: that the Clerk of this Board furnish the County Engineer with a signed copy of this Resolution and the signed LPA Federal Project Agreement.

Prepared by: Cheryl Downour
cc: Engineering Office

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **Fairfield County Commissioners** acting by and through the **Fairfield County Engineer**, hereinafter referred to as the LPA, 3026 West Fair Avenue, Lancaster, Ohio, 43130.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The project consists of intersection improvements along Refugee Road at Harmon Road, Education Drive, Milnor Road, Pickerington Road (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be **\$3,491,920.12** as set forth in Attachment 1. ODOT shall provide to the LPA ninety percent (90%) of the eligible costs, up to a maximum of **\$2,100,000.00** in Federal Safety funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the PROJECT
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

[§§3.3 – 3.7 are only applicable if federal funds are used in Preliminary Engineering or Right-of-Way]

- 3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor/consultant (hereinafter “Contractor”) invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.
- 3.4 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 3.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA’s Contractor the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor’s invoice from the LPA.
- 3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer’s seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.
- 3.7 Payment or reimbursement to the LPA shall be submitted to:

Fairfield County Engineer
3026 West Fair Avenue
Lancaster, Ohio, 43130

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
5. ENVIRONMENTAL RESPONSIBILITIES
- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure

statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the “Authorization to Advertise” notification from ODOT. Should advertising or work commence prior to the receipt of the “Authorization to Advertise” notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT’s Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT’s LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers’ Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers’ Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the “prime” contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any

bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.

- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.

- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Fairfield County
Fairfield County Engineer
3026 West Fair Avenue
Lancaster, Ohio, 43130
740-652-2300

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties

that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.

- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military

status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited

English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device

or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate

steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

- 12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Fairfield County	ODOT Local Programs Administrator
Fairfield County Engineer	Ohio Department of Transportation
3026 West Fair Avenue	1980 W. Broad St., Mail Stop 3180
Lancaster, Ohio 43130	Columbus, OH 43223

15. GENERAL PROVISIONS

- 15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

☐

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☒

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

³ [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. ⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose

the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA 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 R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law.* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment.* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification.* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability.* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures.* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures.* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT	\$34,299.00	10	LNTP	\$308,691	90	4HJ7				
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS	\$4,855.90	10	LNTP	\$43,703.10	90	4HJ7				
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$36,400.66	10	LNTP	\$327,605.90	90	4HJ7				
PROJECT CONSTRUCTION COSTS	\$157,777.78	10	LNTP	\$1,420,000	90	4HJ7				
	\$997,186.00	100	4BG7							
INSPECTION	\$157,777.78	100	LABR							
	\$3,623.00	100	LNTP							
TOTALS	\$1,391,920.12			\$2,100,000						\$3,491,920.12

Attachment 2

FAI-CR7-1.94
COUNTY-ROUTE-SECTION

110862
PID NUMBER

34738
AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 2. ☐ Obtained 3 quotes for purchases under \$50,000
 3. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve an LPA Federal Project Agreement with ODOT for the CR7-1.94 Refugee Road Intersection Safety Improvements Project.

(Fairfield County Engineer)

Approved as to form on 4/20/2020 1:02:54 PM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive, flowing style.

Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2020-04.28.f

A Resolution to Approve an LPA Federal Project Agreement with ODOT for the CR7-1.94 Refugee Road Intersection Safety Improvements Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Approve the Contract Bid Award for the WAL-38, FAI-TR473-00.57 South Bank Road over a Tributary to Buckeye Lake Bridge Replacement Project.

WHEREAS, the opening of sealed bids on April 20, 2020, for the WAL-38, FAI-TR473-00.57 South Bank Road over a Tributary to Buckeye Lake Bridge Replacement Project, resulted in the following bids:

Alan Stone Co., Inc.	\$335,165.63
BUD's, Inc.	\$284,987.00

WHEREAS, the Fairfield County Engineer is recommending that the Contract for the WAL-38, FAI-TR473-00.57 South Bank Road over a Tributary to Buckeye Lake Bridge Replacement Project be awarded to BUD's, Inc.; 6260 Newark Road; Nashport, OH 43830, a responsive and responsible Bidder, for the amount of \$284,987.00.

NOW THEREFORE: BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve the Award to Bid in the amount of \$284,987.00, to BUD's, Inc. for the WAL-38, FAI-TR473-00.57 South Bank Road over a Tributary to Buckeye Lake Bridge Replacement Project.

SECTION 2: that the Clerk of this Board return a signed copy of this Resolution to the County Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2020-04.28.g

A Resolution to Approve the Contract Bid Award for the WAL-38, FAI -TR473-00.57
South Bank Road over a Tributary to Buckeye Lake Bridge Replacement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution approving an account to account transfer

WHEREAS, appropriations are needed to cover expenses for 2020; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object categories.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of appropriations in the amount of 789.19 is hereby authorized as follows:

From: 16202401-Contractual Services
To: 16202405-Capital Outlay

For Auditor's Office Use Only:

FROM: 16202401-530100
TO: 16202405-571000

Prepared by: Cheryl Slone
cc: Engineer

Resolution No. 2020-04.28.h

A resolution approving an account to account transfer

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for Civil 3D subscription

WHEREAS, additional appropriations are needed in the major expenditure object category for 2024 Motor Vehicle and

WHEREAS, appropriate from unappropriated will allow proper accounting in the major expenditure object category.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$7,000.00 16202401-Capital Outlay

For Auditor's Office Use Only:

16202401-574000 \$7,000.00

Prepared by: Cheryl Slone
cc: Engineer

Resolution No. 2020-04.28.i

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for Civil 3D subscription

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution approving an account to account transfer in a major object expense category for General Fund# 1001 – Fairfield County Information Technology (IT)

WHEREAS, the Advance Scheduling Module is necessary to purchase for the Sheriff's Office to use Executime, the county timekeeping system; and

WHEREAS, account to account transfers will allow proper classification of the major expenditure object category of capital outlay for IT; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Board of Commissioners approve the following transfer of appropriations from major expenditure object categories:

From:			
\$ 9,000	10100100	contractual services	
\$ 3,000	10100100	capital outlay	
\$ 15,000	12100110	capital outlay	
\$ 1,882	12100112	transfers	
\$ 28,882	Total		

To:	10100104	Capital Outlay
-----	----------	----------------

For Auditor's Office Use Only:

Section 1.

From:			
\$ 4,000	10100100	530000	Aud. Contract Services
\$ 5,000	10100100	550400	Aud. Training, Membership, dues
\$ 2,000	10100100	574000	Aud. Equipment, Software
\$ 1,000	10100100	574300	Aud. Furniture & Fixtures
\$ 15,000	12100110	574420	Comm/Misc. Computer software upgrades
\$ 1,882	12100112	700000	Comm/Unanticipated Emergencies
\$ 28,882	Total		

To:	10100104	574400	Computer Software
-----	----------	--------	-------------------

Signature Page

Resolution No. 2020-04.28.j

A resolution approving an account to account transfer in a major object expense category for General Fund# 1001 – Fairfield County Information Technology (IT)

(Fairfield County Information Technology)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution regarding Network Placement and Related Services Agreement between Safehouse Residential Services and Job and Family Services, Child Protective Services Department

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Safehouse Residential Services, 3164 Eastview Drive, Youngstown, Ohio 44505, and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency, and

WHEREAS, this agreement shall be effective April 1, 2020 through March 31, 2021,

WHEREAS, a purchase order encumbering the funds for the services has been acquired, and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement with Safehouse Residential Services.

Prepared by: Amy McCoy
cc: JFS / Fiscal Manager

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 2. ☐ Obtained 3 quotes for purchases under \$50,000
 3. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Name and Title

Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is in compliance with any additional requirements.

ORIGINAL

Jon A. Slater, Jr.

FAIRFIELD COUNTY AUDITOR

210 East Main Street
Lancaster, Ohio 43130-3882

Purchase Order

Fiscal Year 2020

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**Purchase Order # **20000603 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2021

**B
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O**JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

**V
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R**SAFE HOUSE MINISTRIES, INC.
SAFEHOUSE RESIDENTIAL SERVICES
DIVI
3164 EASTVIEW DR
YOUNGSTOWN, OH 44505**S
H
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P
T
O**JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
				591					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/01/2020		13837		01/01/2020				JOB & FAMILY SERVICES	
NOTES									

PO Requisitioner Name : Stephanie Nichole Carson

E mail Address : stephanie.carson@jfs.ohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	NETWORK BOARD & CARE GL Account: 12207207 - 530006	1.0	EACH	\$37,000.00	\$37,000.00
GL SUMMARY					
12207207 - 530006		\$37,000.00			

Invoice Date ____/____/____ Invoice Amount \$_____ To Be paid ____/____/____ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$37,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2020

Jon A. Slater, Jr.
Auditor Fairfield County, OH**Purchase Order Total \$37,000.00****For Department Use ONLY**

Ohio Department of Job and Family Services

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

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

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

Fairfield County Department of Job and Family Services
239 W Main ST
Lancaster, OH 43130

and Safe House Ministries, Inc., dba Safe House Residential Services, hereinafter "Provider," whose address is:

Safe House Ministries, Inc., dba Safe House Residential Services
3164 Eastview DR
Youngstown, OH 44505

Collectively the "Parties."

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2020** through **03/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse\Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs([ODJFS 5101:2-7-14](#), [5101:2-9-23](#) [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse/Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion/Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse;
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

if to Agency, to Fairfield County Department of Job and Family Services
 239 W Main ST
 Lancaster, OH 43130

if to Provider , to Safe House Ministries, Inc., dba Safe House Residential Services
 3164 Eastview DR
 Youngstown, OH 44505

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

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

Article XX. INSURANCE

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

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

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

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

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

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

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

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

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

F. The Provider further agrees with the following provisions:

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS


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

Article XXXIII. APPLICABLE LAW AND VENUE

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

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

SIGNATURES OF PARTIES:

Provider: 	4/12/2020
Printed Name	Date
Safe House Ministries, Inc., dba Safe House Residential Services	
Agency:	
Printed Name	Date
Fairfield County Department of Job and Family Services	

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

hereinafter "Provider," whose address is:

IV-E Agency Name Fairfield County Department of Job and Family Services		
Street/Mailing Address 239 W Main ST		
City Lancaster	State OH	Zip Code 43130

and

Provider Safe House Ministries, Inc., dba Safe House Residential Services		
Street/Mailing Address 3164 Eastview DR		
City Youngstown	State OH	Zip Code 44505

Contract ID : 19192312

Originally Dated :04/01/2020 to 03/31/2021

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

Amendment Number 1 :

Amendment Reason:	AMOUNT
Amendment Begin Date:	04/01/2020
Amendment End Date :	
Increased Amount:	\$0.00
Article Name:	Article I. Scope of Placement Services
Amendment Reason Narrative:	

All amendments are in addition to and not in replacement of any language set forth in the main agreement.

Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

Amendment Number 2 :

Amendment Reason:	ARTICLE
Amendment Begin Date:	04/01/2020
Amendment End Date :	
Increased Amount:	
Article Name:	Article V. Provider Responsibilities
Amendment Reason Narrative:	

Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:30 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

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

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Amendment Number 3 :

Amendment Reason:

ARTICLE

Amendment Begin Date:

04/01/2020

Amendment End Date :

Increased Amount:

Article Name:

Article VIII. Reimbursement for Placement Services

Amendment Reason Narrative:

Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC) assessment.

If the child currently has a valid LOC assessment on file with Agency at the time of placement with Provider, Agency shall provide the child's existing LOC assessment to Provider within 5 business days.

If no current LOC assessment exists, child will be placed at Level 1 upon admission, and an LOC assessment will be completed by Agency no later than thirty (30) days after admission. If the Level of Care is determined to be higher than Level 1, the difference between the assessed Level of Care and amount paid will be reimbursed retroactively to the original date of placement. In the event that Agency has a reasonable expectation that the Level of Care would be higher than Level 1, Agency will negotiate the initial Level of Care rate until the LOC assessment is completed.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 per child, if the child is entering placement with Agency for the first time. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to three (3) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond three (3) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

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

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

- A. The Service Provider will contact the Business Administrative Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.
- B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Business Administration Department at: Fairfield County JOB and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Business Administration Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Business Administration Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.
- C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to, Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service

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

Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Executive Director or authorized designee (see Consent for Medical Treatment letter).

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Fairfield County Department of Job and Family Services

Run Date: 04/02/2020

Provider / ID : Safe House Ministries, Inc., dba Safe House Residential Services/ 24606

Contract Period : 04/01/2020 - 03/31/2021

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Safe House CRC Boys (20620)	104787			\$200.00	\$20.00							\$220.00	04/01/2020	03/31/2021
Safe House CRC Girls (20621)	104807			\$200.00	\$20.00							\$220.00	04/01/2020	03/31/2021
Safe House Group Home Boys (20895)	104795			\$173.00	\$15.00							\$188.00	04/01/2020	03/31/2021
Safe House Group Home Girls (20896)	7401663			\$173.00	\$15.00							\$188.00	04/01/2020	03/31/2021



A Contract regarding Safe House Residential between Job and Family Services and

Approved on 4/20/2020 1:32:13 PM by Heather O'Keefe,

Heather O'Keefe

Heather O'Keefe

Approved on 4/23/2020 10:41:15 AM by Aundrea Cordle, Director of Fairfield County Job & Family Services

Aundrea Cordle

Aundrea N. Cordle, Director
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution regarding Network Placement and Related Services Agreement
between Safehouse Residential Services and Job and Family Services, Child Protective
Services Department

(Fairfield County Job and Family Services)

Approved as to form on 4/20/2020 12:46:59 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Resolution No. 2020-04.28.k

A resolution regarding Network Placement and Related Services Agreement
between Safehouse Residential Services and Job and Family Services, Child Protective
Services Department

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2020-04.28.l

**A resolution authorizing the approval of repayment of an advance to the General Fund from Fund #2856 Child Abuse & Neglect Discretionary Fund (QIC)
[JUVENILE COURT]**

WHEREAS, Juvenile Court Fund# 2856 Child Abuse & Neglect Discretionary Fund; and

WHEREAS, an advance was approved Resolution 2019-01.15.kkk on 1-15-2019; and

WHEREAS, some monies have been collected and deposited to make repayment to the General Fund Advance.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. Request that the Fairfield County Auditor repay the following advance:

DEBIT: 2856 090001 Child Abuse & Neglect Discretionary \$12,551.39

CREDIT: 1001 223000 General Fund Advances In \$12,551.39

Prepared by: Lory Behrens
cc: Juvenile Court

Resolution No. 2020-04.28.I

A resolution authorizing the approval of repayment of an advance to the General Fund from Fund #2856 Child Abuse & Neglect Discretionary Fund (QIC) [JUVENILE COURT]

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to authorize the establishment of a new fund for Fairfield Hocking Athens Major Crimes Unit, Appropriate from unappropriated [Major Crimes Unit]

WHEREAS, it is operationally efficient to create a RecoveryOhio fund; and

WHEREAS, Fairfield County was awarded a State of Ohio, Governor DeWine's RecoveryOhio Initiative Grant - OCJS in the amount of \$145,182.27 for Major Crime Unit and Project FORT; and

WHEREAS, revenues of the fund will be the grant reimbursement and expenditures are for salary, communication, supplies, travel, training equipment, repairs and the purpose of the new fund is to account for all expenses utilized in partial funding for MCU and Project FORT.

WHEREAS, permission to create a new fund is found under ORC 5705.09F.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That a new fund called, RecoveryOhio Grant 78XX, be established with the following revenue and expenditure accounts:

Receipts:

7878XX20	433400 OCJS Grant Award
	439100 Transfer

Expenditures:

7878XX20	511010 Salary	543000 Repairs
	521000 Health Insurance	550450 Training
	521100 Life Insurance	553000 Communications
	522000 Medicare Tax	558000 Travel
	523000 PERS	560000 Materials & Supplies
	526000 Workers Comp	574000 Equipment
	530000 Contract Services	
	534050 Contract Services Consultant	

Section 2. Appropriate from unappropriated monies in the following major expenditure object categories:

**A resolution to authorize the establishment of a new fund for
Fairfield Hocking Athens Major Crimes Unit, Appropriate from
unappropriated [Major Crimes Unit]**

7878XX20	Personnel Services	\$35,349.60
7878XX20	Fringe Benefits	\$25,110.03
7878XX20	Contract Services	\$13,800.00
7878XX20	Materials & Supplies	\$14,000.00
7878XX20	Capital Outlay	\$56,922.64

For Auditor's Office Use Only:

Section 1. 7878XX20 511010 \$35,349.60
7878XX20 521000 \$17,220.00
7878XX20 522000 \$512.57
7878XX20 523000 \$6,316.97
7878XX20 526000 \$1,060.49
7878XX20 543000 \$12,500.00
7878XX20 550450 \$1,300.00
7878XX20 560000 \$14,000.00
7878XX20 574000 \$12,922.64
7878XX20 570000 \$44,000.00

Section 2. That the County Auditor, on behalf of the Budget Commission issue an amended certificate to the credit of the newly created RecoveryOhio Grant Fund in the amount of \$145,182.27. This amount represents the total revenues to be received. No amounts were originally part of the budgeted revenues.

Section 3. Please update the receipt line items in the following accounts:

7878XX20 433400 \$145,182.27

Prepared by: Megan Poling

cc: Major Crimes Unit/Project FORT



Major Crimes Unit

240 Baldwin Drive Lancaster, Ohio 43130

Ph: 740-653-5224

Fax: 740-654-9326

RecoveryOhio Grant

The RecoveryOhio Law Enforcement Fund is part of Governor Mike DeWine's RecoveryOhio initiative, which was developed to ensure Ohio acts aggressively to address the public health crisis caused by the repercussions of the drug epidemic and mental illness. Funding is provided to support the recommendations of the RecoveryOhio Advisory Council. This funding will defray expenses that a drug task force organization incurs in performing its functions related to the enforcement of the state's drug laws and other state law relates to illegal drug activity as well as activities related to the RecoveryOhio Initiative.

State funded-OCJS grant

Grantee: Fairfield County Commissioners

\$145,182.27 Award -- No Match

10/1/19-9/30/2020

- The approval process and award notification took much longer than anticipated. Expense reimbursement may be requested from 10/1/2019
- There are no contracts expected with this grant.

We respectfully request an advance from the General Fund in the amount of \$50,000.00

OCJS Grant Coordinator: Tami Davis tsdavis@dps.ohio.gov Phone:614-728-4789

Resolution No. 2020-04.28.m

A resolution to authorize the establishment of a new fund for Fairfield Hocking Athens Major Crimes Unit, Appropriate from unappropriated [Major Crimes Unit]

(Fairfield-Hocking Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution approving an account to account transfer in major object expense categories for General Fund# 1001 – Fairfield County Recorder

WHEREAS, appropriations need adjusted for a compensated balance payout; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object category for personal services; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY Total

Section 1. That the Board of Commissioners approve the following transfer of appropriations from major expenditure object categories.

	From:			To:	
Section 1.	\$500	22100100	Materials & Supplies	22100100	Personal Services
Section 2.	\$4,500	22100100	Contractual Services	22100100	Personal Services
Section 3.	\$3,220	12100112	Transfers	22100100	Personal Services
Total:	\$8,220				

For Auditor's Office Use Only:

Section 1.

	Amount	From:			To:		
Section 1.	\$ 500	22100100	561000	Office Supplies	22100100	514010	Vacation Payout
Section 2a.	\$ 500	22100100	558000	Travel	22100100	514010	Vacation Payout
Section 2b.	\$ 4,000	22100100	530000	Contract Services	22100100	514010	Vacation Payout
Section 3.	\$ 3,220	12100112	700000	Unanticipated Transfers	22100100	5110010	Salary, Elected Official
Total --	\$ 8,220						

Signature Page

Resolution No. 2020-04.28.n

A resolution approving an account to account transfer in major object expense categories for General Fund# 1001 – Fairfield County Recorder

(Fairfield County Recorder)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval of a contract Premier Physicians Services, Inc. and the Fairfield County Sheriff's Office.

WHEREAS, Fairfield County currently has a contract with Premier Physician Services to provide medical services for the Fairfield County Jail (FCJ), located at 345 Lincoln Avenue, Lancaster, Ohio, pursuant to ORC 341.192;

WHEREAS, as the current contract was set to expire on April 30, 2020, Fairfield County issued a Request for Proposals (RFP) to solicit proposals for providing medical services at the FCJ for a new contract to begin May 1, 2020;

WHEREAS, Fairfield County received two proposals to its RFP and, after negotiations with the highest scoring proposal, the Fairfield County Sheriff's office is recommending to the Fairfield County Board of Commissioners for the Board to enter into a contract with Premier Physician Services to provide medical services at the FCJ for a three year term beginning May 1, 2020;

WHEREAS, the contract includes nursing services, physician and practitioner services at required levels needed for jail operations;

WHEREAS, the contract has been approved to form by the Assistant Prosecuting Attorney and proper encumbrances are in place;

WHEREAS, jail staff will continue to monitor and evaluate the contracted services for effectiveness;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, FAIRFIELD COUNTY, STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners hereby enters into the agreement with Premier Physician Services, Inc., as attached.

AGREEMENT
between
Premier Physician Services, Inc.
and
Fairfield County Sheriff's Office

This Agreement is entered into between Premier Physician Services, Inc., an Ohio corporation and TeamHealth subsidiary (hereinafter known as "PPS"), the Fairfield County Sheriff's Office (hereinafter known as "AGENCY"), and the Fairfield County Board of Commissioners (hereinafter known as "BOARD").

RECITALS

A. AGENCY operates correctional facilities that require healthcare services delivered at the Fairfield County Jail located at 345 Lincoln Avenue, Lancaster, Ohio.

B. PPS is an Ohio corporation which is licensed to do business in the State of Ohio and which provides correctional health care services through physicians, physician extenders, nurses, and paraprofessionals qualified to practice medicine or nursing in the State of Ohio.

C. AGENCY intends to contract with PPS to provide the professional and medico-administrative components involved in the provision of health care services to AGENCY. The sole interest and responsibility of AGENCY is to ensure that services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. Accordingly, AGENCY shall only exercise that degree of control over PPS as is mutually understood and agreed upon and specifically included in this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements, both parties agree as follows:

ARTICLE 1. SERVICES AND STAFFING

1.1 Clinical Services and Staffing. The staffing plan is based on an average daily detainee population of 320. If the average daily population significantly increases or decreases during the term of this Agreement, as reasonably determined by the parties, the parties shall adjust the frequency of physician sick call, health care provider coverage, and the compensation to be paid pursuant to Exhibit A. PPS shall provide:

1.1.1 On-site nurse coverage consisting of two hundred thirteen (213) hours per week as well as on-call consultation services of a nurse or physician during times when a health care provider is not on-site. Physician or advanced practice clinician visits on a weekly basis. The staffing plan will include a nursing supervisor Mondays through Fridays from 7:00 am to 4:00 pm or at adjusted hours should operational needs change as well as 24/7 on-site nursing coverage with exception of eight agreed upon holidays.

1.2 Administrative Services. In order to fulfill its commitment to quality, comprehensive

services, PPS shall provide the following medico-administrative services:

1.2.1 Develop health care policies and procedures in accordance with the Bureau of Adult Detention standards for Jails in Ohio;

1.2.2 Serve as liaison between the AGENCY and local hospital(s), specialty clinics, health departments, EMS system, accreditation agencies, Ohio State Board of Pharmacy, mental health agencies, and private community health care providers;

1.2.3 Ensure continuous quality improvement monitoring of all health care operations;

1.2.4 Ensure proper health record development and maintenance;

1.2.5 Facilitate administrative meetings between the AGENCY and health care providers.

1.2.6 PPS will provide officer training on health related topics on dates and times as mutually agreed to by both parties.

1.3 **Value-Added Services.** PPS will work to enhance existing services or add services as available in the future as agreed by both parties such as diagnostic lab and radiology services, pharmaceutical cost containment, and biohazardous medical waste removal program.

1.4 **Exclusive Provider.** PPS will be the exclusive provider of correctional health care and related services at AGENCY during the term of this Agreement. AGENCY agrees for itself, its subsidiaries, affiliates, and successors that during the term of this Agreement that it will neither establish any interest in or any affiliation with a similar or like facility or provider which would be in direct or indirect competition with services provided by PPS under the terms of this Agreement.

1.5 **Regulatory Compliance.** It is mutually understood and agreed that all applicable and known provisions of law and other rules and regulations of any and all governmental authorities having jurisdiction over the operation of the AGENCY shall be fully complied with by all parties hereto.

1.6 **Non-Discrimination in Treatment, Evaluation, and Disposition.** PPS shall perform all health care services required in the treatment, evaluation, and disposition of any detainee in the correctional facility without regard to race, religion, gender, sexual orientation, handicap, age, or his/her ability to pay.

1.7 **Provider Staff Changes.** In the event that service to the required professional and ethical standards is not being provided by any of the provider employees of PPS, AGENCY may request the reassignment of such provider. Such requests shall be in writing to the PPS Director of Correctional Health Care only after all practical, reasonable and appropriate attempts have been made by AGENCY and PPS to reach a mutually satisfactory resolution. Causes for immediate reassignment shall include, but are not limited to:

1.7.1 Loss of license to practice medicine or nursing;

1.7.2 Serious misconduct;

1.7.3 Material violation of the terms of this Agreement subject to reasonable disputes raised in good faith;

1.7.4 Repeated conduct inconsistent with accepted professional behavior;

1.7.5 Major violations of AGENCY's rules, regulations, policies or procedures.

ARTICLE 2. EMPLOYMENT STATUS

2.1 Professional Employees.

2.1.1 Definition of "Employee." For the purposes of this Agreement, the term "employee" shall be interpreted to mean all providers practicing within the correctional facility under an arrangement with PPS, regardless of whether this arrangement is as a member of the corporation, as an employee of via a contract or subcontract or otherwise, with PPS.

2.1.2 Qualifications. For providing health care services under the terms of this Agreement, PPS shall only employ or contract with providers who are qualified and licensed to practice medicine or nursing in the State of Ohio.

2.2 Independent Contractors. No individual provision herein, nor the provisions of the Agreement as a whole, is to be interpreted in such a manner as to create an employer-employee relationship between AGENCY and PPS or between AGENCY and the subcontractors of PPS. Consequently, neither PPS nor any of its employees shall be eligible to participate in any benefit program provided by AGENCY. In the performance of the work duties and obligations specified in this Agreement, it is mutually understood and agree that PPS and its subcontractors are at all times acting and performing as independent contractors. It is further understood that subcontractors of PPS are practicing their profession of medicine or nursing as subcontractors of PPS and not of AGENCY.

2.3 Employees' Continuing Medical Education. Professional development for the PPS health care providers shall be the responsibility of PPS. The costs of continuing medical education shall be at the expense of PPS. Employees of PPS shall participate in continuing medical education programs as are necessary to ensure that they remain current in regard to the latest technology and the latest procedures to assist them in their treatment of patients in the correctional facilities.

2.4 Employment Tax Liability. PPS shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc., and for the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

ARTICLE 3. AGENCY SPACE, EQUIPMENT, AND RESPONSIBILITIES

3.1 Space. AGENCY shall make available to PPS adequate space and access to AGENCY for the clinical and medico-administrative services described herein.

3.2 Equipment. AGENCY shall make available to PPS such equipment as is necessary for the operation and efficient conduct of clinical operations. AGENCY agrees that the equipment provided will be modern, well maintained, and in sufficient quantity to ensure that PPS's personnel are able to render high-quality health care services. It is understood by both parties that the provision of this service is to ensure the safety of patients and other personnel in the correctional facility. AGENCY agrees to provide customary preventive maintenance for the equipment in a manner which will ensure minimal down time, to make timely replacement of unserviceable equipment, and to update equipment to keep current with technological advances.

3.3 Other Responsibilities. AGENCY shall also be responsible for providing and all costs associated with pharmaceutical and medical supplies necessary for PPS' operations under this Agreement, as well as health record supplies, mental health services, dental services, diagnostic services (lab and radiology), and off-site care for all AGENCY detainees.

ARTICLE 4. LIABILITY INSURANCE AND PROFESSIONAL PRACTICE RESPONSIBILITY

4.1 Liability Insurance. In order to cover the services rendered by PPS under this Agreement, PPS shall obtain appropriate professional liability insurance coverage for its provider employees and contract providers during the term of this Agreement.

4.1.1 Comprehensive General Liability - \$1,000,000 bodily injury and property damage per occurrence and aggregate.

4.1.2 Medical Malpractice - \$1,000,000 per occurrence, \$3,000,000 aggregate

4.1.3 Standard Worker's Compensation and Employer's Liability Insurance at a minimum of \$1,000,000.

4.2 Professional Practice Responsibility.

4.2.1 **PPS.** PPS shall accept and be responsible for its own acts or omissions in the operations and professional practice of medicine as well as those acts or omissions of its employees. Nothing in this Agreement shall be interpreted or construed to place any such responsibility for professional acts or omissions on AGENCY.

4.2.2 **AGENCY.** AGENCY shall accept and be responsible for its own acts or omissions in the operations and provision of hospital and ancillary services as well as those acts or omissions of its employees. Nothing in this Agreement shall be interpreted or construed to place any such responsibility for professional acts or omissions on PPS.

ARTICLE 5. COMPENSATION FOR SERVICES

5.1 Compensation. AGENCY shall pay PPS for its services in accordance with the amounts and payment schedule provided in Exhibit A.

ARTICLE 6. TERM AND TERMINATION

6.1 Term. This Agreement shall remain in full force and effect for a term of three (3) years beginning on May 1, 2020 ("Effective Date") and ending on April 30, 2023. Thereafter, this Agreement shall renew only upon mutual agreement of the parties for one (1) term of one (1) year unless terminated under Section 6.2 of this Agreement.

6.2 Termination. This Agreement may be terminated with cause for failure of either party to abide by its terms. In such case, a thirty (30) day advance written notice of termination will be provided by the non-breaching party to the other at which time the breaching party may elect to terminate the Agreement or cure its default. If the default is not cured within thirty (30) days after written notice has been delivered to the breaching party, this Agreement shall cease immediately upon written notice of the non-breaching party to the breaching party. Notwithstanding the above, this Agreement may be terminated without cause by either party by written notice with a ninety (90) day notification.

Regardless of the type of termination of this Agreement, the responsibility of all provider employees to treat patients in accordance with this Agreement shall terminate simultaneously with the termination of the Agreement.

ARTICLE 7. GENERAL PROVISIONS

7.1 No Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

7.2 Assignability. This Agreement and any rights under it are not assignable, and such assignment is expressly prohibited by either party.

7.3 Entire Agreement. This Agreement contains the entire agreement of all parties hereto and no other oral or written agreement shall be binding or obligating upon any of the parties. This Agreement supersedes all prior agreements, contracts, and understandings whether written or otherwise between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.4 Partial Invalidity. In the event that any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be constructed as if the invalid, illegal, or unenforceable provision had never been contained herein.

7.5 Amendments. This Agreement or its Attachments may be amended at any time by mutual agreement of the parties hereto provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties.

7.6 Annual Review. This Agreement shall be reviewed by AGENCY and PPS annually to

affect any modifications that may be necessary and to ensure that the terms of this Agreement, professional and medico administrative services, are being fulfilled.

7.7 State of Ohio Law to Apply. This Agreement shall be constituted under and in accordance with the laws of the State of Ohio.

7.8 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees where permitted by this Agreement.

7.9 Captions. The headings and captions contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

7.10 Notices. Any notice or other communication by either party to the other shall be in writing and shall be deemed to have been given if either delivered personally or mailed, postage prepaid, registered or certified mail, addressed as follows:

If to PPS:

Premier Physician Services, Inc.
332 Congress Park Dr.
Dayton, OH 45459
Attn: General Counsel

If to AGENCY:

Fairfield County Sheriff's Office
221 East Main Street
Lancaster, OH 43130
Attn: Lt. Marc Churchill

or to such other address as either party may designate by notice pursuant to this section.

SIGNATURES

In witness whereof, the parties hereto have executed this Agreement this ____ day of _____, 2020.

Premier Physician Services, Inc.

Dr. David Istvan, MD
President

Date

Fairfield County Sheriff's Office

David Phalen
Sheriff

Date

Fairfield County Board of Commissioners

Steve Davis
Commissioner

Date

Jeff Fix
Commissioner

Date

David L. Levacy
Commissioner

Date

APPROVED BY FAIRFIELD COUNTY PROSECUTOR:

Date

EXHIBIT A
COMPENSATION FOR SERVICES

A.1 Compensation. AGENCY shall pay PPS for the provision of clinical and medico-administrative services described herein in the amount of Four Hundred Eighty-One Thousand Dollars (\$481,000.00) per year, subject to inflationary adjustment.

A.2 Method of Compensation Payment. AGENCY shall pay PPS under Section A.1 in monthly installments in the amount of Forty Thousand Eighty-Three and 33/100 Dollars (\$40,083.33) per month during each year of this Agreement's term, subject to inflationary adjustment.

A.3 Inflationary Adjustment. The compensation fee for services shall be subject to annual increases, on each anniversary date of the services start date, at the lower of three percent (3%) or the Consumer Price Index US City Average, Medical Care (CPI-U) (issued by the U.S. Department of Labor, Bureau of Labor Statistics).

Signature Page

Resolution No. 2020-04.28.o

A resolution authorizing the approval of a contract Premier Physicians Services, Inc. and the Fairfield County Sheriff's Office.

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution approving the signing of two Deeds of Agricultural Easement relating to the Clean Ohio Local Agricultural Easement Purchase Program for the Shady Maple Farms, Inc. Farm and the Grace Evangelical Lutheran Church, Inc. Farm.

WHEREAS, the Shady Maple Farms, Inc. Farm and the Grace Evangelical Lutheran Church, Inc. Farm were approved for the Clean Ohio Local Agricultural Easement Purchase Program by the Fairfield County Board of Commissioners in 2019; and

WHEREAS, the Shady Maple Farms, Inc. Farm is recorded as parcel number 0310025800 and the Grace Evangelical Lutheran Church, Inc. Farm is recorded as parcel 0280150300; and

WHEREAS, once the final Deeds of Agricultural Easement have been received, any one of the three County Commissioners (Steve Davis, Dave Levacy or Jeff Fix) or County Administrator (Carri Brown) has permission to sign them, once approved by the County Prosecutor.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Board of Fairfield County Commissioners hereby authorizes any one of the three County Commissioners (Steve Davis, Dave Levacy or Jeff Fix) or County Administrator (Carri Brown) to sign the Deeds of Agricultural Easement for the Shady Maple Farms, Inc. Farm and the Grace Evangelical Lutheran Church, Inc. Farm once approved by the County Prosecutor.

Prepared by: Chad Lucht

Resolution No. 2020-04.28.p

A resolution approving signing two Deeds of Agricultural Easement relating to the Clean Ohio Local Agricultural Easement Purchase Program for the Shady Maple Farms, Inc. Farm and the Grace Evangelical Lutheran Church, Inc. Farm.

(Fairfield County Soil and Water Conservation District)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of April 30, 2020

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, FAIRFIELD COUNTY, STATE OF OHIO:

Section 1. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance
cc: Finance Office

INVOICES BY DEPARTMENT

04/30/2020 to 04/30/2020

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #
1200			COMMISSIONERS ADMIN	
			Fund: 1001 - GENERAL FUND	
5308704	04/30/2020	75360	CORSA	R0320-PL202OR-2

Invoice Date	PO #	Warrant	Line Item Description	Amount
03/13/2020	20001442	C0428	property/vehicle ins 5/1/20-5/1/21	437,772.00
TOTAL: COMMISSIONERS ADMIN				437,772.00

INVOICES BY DEPARTMENT

04/30/2020 to 04/30/2020

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #
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Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: **\$437,772.00**

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Signature Page

Resolution No. 2020-04.28.q

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.