#### **Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main Street, Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis, Dave Levacy, and Jeff Fix. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Dan Neeley, Corey Clark, Jon Kochis, Tony Vogel, Lisa McKenzie, Dr. Carri Brown, Steven Darnell, Amy Brown-Thompson, Jeff Camechis, Branden Meyer, Michael Kaper, Staci Knisley, Marty Norris, Audrey Stoffel, Brandy Marshall, Judy Stemen, and Ray Stemen.

Attending virtually: Jeff Barron, James Bahnsen, Jessica Murphy, Lori Hawk, Brian Wolfe, Joshua Horacek, Ashley Arter, Becky, Belinda Nebbergall, Beth Cotrell, Britney Lee, CD Collins, Jonathan Ferbrache, Park, Lori Hawk, and Tony Vogel.

#### Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance and thanked Brandy Marshall, the county's local customer service representative with AEP for attending.

Ms. Marshall spoke about her role as a representative to the county.

Economic and Workforce Development Director, Rick Szabrak, added that Ms. Marshall is on the Fairfield 33 Alliance Board.

#### Airport Update -

EMA and Facilities Director, Jon Kochis, provided a PowerPoint and spoke on airport growth, hangar development, and T-hangar rates at Central Ohio general aviation airports.

Commissioner Davis asked where the box hangars would be located.

Commissioner Fix asked if Ohio State University Airport's new hangars would affect Fairfield County's ability to lease hangars.

Mr. Kochis provided maps in the PowerPoint and added that the consensus is that people and companies in the Fairfield County area will not drive to OSU to use their hangars. Mr. Kochis continued by speaking on rates at comparably sized airports and the return on investment (ROI) for a 10-unit T-Hangar.

Commissioner Davis spoke about financing options.

Mr. Kochis then spoke about commercial box hangars and the interest from business and individuals. He spoke about land leasing in the 1990's and the loss of property by airports at that time. He also spoke about the ROI on a 2-unit 60x60 commercial hangar.

Commissioner Davis asked about bid mobilization costs.

Mr. Kochis stated mobilization on wood is less and then spoke briefly on wood vs. steel. He continued by speaking about a corporate hangar/community-based hangar. He added that a community hangar would be a great project but that the airport does not have the personnel to manage such a facility. He spoke about the ROI on a  $100 \times 100$  corporate hangar and that the usefulness/life of a hangar far exceeds 30 years.

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Commissioner Fix thanked Mr. Kochis and asked about the approach and the length of the runway. He added that runway length can bring a different class of jet to an airport.

Mr. Kochis confirmed and said we could extend the runway, but the approach would be limited. He added grooving the runway could be advantageous and that the county airport is able to land most jets, but international jets are an exception due to the runway length required.

Commissioner Fix asked about the current budget of the Airport Board.

Mr. Kochis replied that the airport makes money but not enough to build its own hangars.

Commissioner Levacy asked about bids and stated his reasons for preference between wood and steel.

Mr. Kochis added that the hangars are not difficult to design and build.

Commissioner Davis stated he is interested in borrowing costs for the T-hangar and the two corporate projects. He asked if the bond amount was known.

County Administrator, Aundrea Cordle, responded that there was a meeting regarding bonds scheduled for the next day.

Commissioner Davis stated that if the General Fund provided funding, he would want the funding reimbursed.

County Auditor, Dr. Carri Brown provided the process for general fund repayment.

Mr. Kochis added there is an opportunity to look like many larger airports and that the hangars could entice companies to the county.

Commissioner Fix spoke about housing and workforce development and how the airport was a part of those puzzles. He added that he is interested in proceeding with the T-hangar and the box hangar projects in the most economical way possible and that it should be done when it is financially feasible. He also stated he would like to see the plan for a community/corporate hangar.

Mr. Kochis stated that the county does not currently have a corporation for which to build the community/corporate hangar.

Commissioner Levacy stated he is in favor of the T-hangar and box hangars.

Commissioner Davis stated that they should visit a scenario where all three projects are bundled together and added that there could be some beneficial math in the analysis.

Commissioner Levacy asked to see a solid business plan for all three types of hangars.

Mr. Kochis stated that forward movement needs to transpire to see growth.

Commissioner Davis asked about the timeframe to devise a financial plan.

Mr. Kochis stated the Treasure and Auditor would also need to be involved in a proposed financial plan.

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#### **Public Comments**

Ray Stemen of Lancaster provided a prayer and spoke about the war against Christianity and the Bible.

Judy Stemen spoke about articles on the COVID vaccine and provided a handout that is contained in the minutes.

#### Legal Update

Assistant Prosecuting Attorney, Amy Brown-Thompson, spoke about the County Administration CRMS and Resolution Training she had participated in as a presenter and thanked those involved in the planning.

Commissioner Davis asked if counties would at some point receive revenue from sports gaming.

Assistant Prosecuting Attorney, Steven Darnell, spoke on sports gaming and House Bill 29, which addresses taxing sports gaming and the distribution of the revenue from the tax. He stated the bill levies a tax on sports gaming to fund education and youth sports and extracurriculars. He added the bill identifies revenue is to be disbursed as follows: 98% to a sports gaming profits education fund and 2% to a problem sports gaming fund.

Commissioner Davis stated the casino revenue should be monitored quarterly.

Mr. Darnell suggested raising the question to State Representatives.

#### **County Administration Update**

#### Week in Review

ARP Update

Ms. Cordle stated that from the \$30,607,546.77 received as the first and second tranche of fiscal recovery funds, \$20.4M has been appropriated, \$10.9M expended, and \$4.5M encumbered or obligated.

Deputy County Administrator, Jeff Porter, stated the fourth quarter report was filed before its due date and spoke about the ARP community projects. He added that he had a meeting with the ADAMH board and that they are searching for property.

Commissioner Davis asked if there are concerns with any entities receiving ARP funds.

Mr. Porter added that there are a couple of groups experiencing some delays due to the current market.

Governor's Executive Budget

Ms. Cordle stated that an updated request had been submitted to the Governor's office for the Workforce Center budget request.

Mr. Szabrak stated it is a big ask and thanked the Commission for their support.

Commissioner Levacy spoke about a meeting with Matthew Damschroder, Director of the Department of Job and Family Services.

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Commissioner Fix added that he had participated in a meeting with State Representative LaRe and plans to meet with Senator Schaffer.

Special Improvement District 5 Year Renewal

Ms. Cordle provided that the City Prosecutor presented the 5-year renewal for membership in the Lancaster Downtown Special Improvement District and that the footage increase is 50 cents per year in the first three years and then 75 cents in the remaining two. She added that the agreement will be on the agenda for the next meeting.

#### Evening Commission Meetings

Ms. Cordle reported that the locations for the 7:00 pm evening Commission meetings had been established and were as follows:

Tuesday, March 7 at Pleasantville Community Center Tuesday, June 13 at the Amanda Township Fire Department Tuesday, August 8 at the Violet Township Wigwam Event Center Tuesday, November 28 at the Berne Township Fire Department

Ms. Cordle thanked the townships who volunteered to host.

#### DECA District Competition at Workforce Center

Ms. Cordle stated that Lancaster High School is hosting a regional DECA Competition at the Workforce Center with over 100 students in attendance. She added DECA is a national career and technical student organization, and the district event qualifies students for its state competition.

Mr. Szabrak added that the event helps to promote the Workforce Center. He further added that the Workforce Center would host mock interviews in February.

#### **Highlights of Resolutions**

Administrative Approvals and Resolutions

Ms. Cordle reported that the review packet contains a list of administrative approvals and that there are 28 resolutions for the voting meeting. She provided the following resolutions of note:

- A resolution to approve an authorized use of American Rescue Plan fiscal recovery, and the appropriation from unappropriated for that recovery fund, which is for the renovation of the Fairfield Center.
- A resolution amending a resolution authorizing the approval of establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates, and adding in the location of the evening meetings.
- A Resolution for Approval of Change Order No. 3 to the Contract between the Walsh Construction Group, LLC and the Fairfield County Commissioners.
- A resolution authorizing the approval of contracts with Hocking and Vinton Counities for housing prisoners in the Fairfield County Jail.

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#### **Budget Review**

Budget Director, Bart Hampson, stated sales tax revenue is currently strong.

Dr. Brown, spoke about sales tax revenue and adjusting the estimate. She also spoke on comparing the actual receipts to the estimated.

Commissioner Davis stated he remains convinced of economic turmoil and spoke about the impact of inflation on sales tax revenue.

#### Recognition

Ms. Cordle provided the following recognitions:

- County Auditor, Dr. Brown, stated the GIS team did a great job leading the way in managing US Census related reports for all entities within the county.
- Dr. Brown thanked the County Auditor's payroll team for creating 2022 W-2's in record time.
- Dr. Brown thanked Rachel Elsea for creating the virtual dog show which ends at the end of January.
- Dr. Brown thanked Nick Dilley for quickly creating a map as part of a media request. Also, thanks to Josh Harper for helping with other requests for (voluminous) information (for multiple parcels and districts).
- Thank you to Bart Hampson and Jeff Porter for their work on ARP reporting.
- Employees have shared their appreciation for the great customer service they have received from Greg Irvine in IT.

#### **Calendar Review/Invitations Received**

Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen, reviewed the following invitations and calendar items:

- Economic Development Strategic Plan Steering Committee Kickoff Meeting, January 24, 2023, 2:00 p.m., Commissioners' Hearing Room
- South Licking Watershed Conservancy District Meeting, January 24, 2023, 6:00 p.m., Hebron Municipal Complex, 934 W. Main St., Hebron
- Mid-Ohio Development Exchange Annual Meeting, January 26, 2023, 12:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll
- Walnut Township Trustees Special Meeting, February 1, 2023, 7:00 p.m.,
   Pleasantville Community Center, 207 W. Columbus St., Pleasantville, Mr. Dale
   Arnold, Director of Energy Policy, The Ohio Farm Bureau Organization Guest
   Speaker for a Solar Energy Briefing for Fairfield County and Township Government
   Officials
- Canal Winchester Chamber Annual Dinner and Awards Night, February 24, 2023, 6:00 p.m., Brewdog Dog Tap Columbus, 96 Gender Rd., Canal Winchester
- The State of Pickerington, City of Pickerington, Violet Township, & Pickerington Local School District, March 16, 2023, 11:00 a.m., Wigwam Event Center, 10190 Blacklick-Eastern Rd. NW, Pickerington

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#### **Correspondence**

Rochelle Menningen, reviewed the following correspondence:

- Email composed by Economic and Workforce Director, Rick Szabrak, January 18, 2023, Subject: Fairfield County Workforce Center Biennial Budget Revised Request
- Letter from the Mannik Smith Group, January 9, 2023, Subject: Notification of Solid Waste Transfer Facility Permit to Install Application Lancaster Solid Waste Transfer Facility
- Ohio Division of Liquor Control Liquor Permit Transfer Notice from Permit Number 3440568 to Permit Number 1709091
- Email from Auditor's Office Communications Officer, Rachel Elsea, January 19, 2023, Subject: 2022 Tax Rates Updated on the Real Estate Site
- Lancaster/Fairfield County Hotel Survey, Deadline: February 1, 2023
- Letter, City of Lancaster, Dated: January 19, 2023, Public Hearing for Proposed Lancaster City Transfer Station, February 13, 2023, 6:30 p.m., Lancaster City Council Chambers, 111 S. Broad St., Lancaster
- Letter, Director, Ohio Department of Health, Bruce Vanderhoff, Regarding: Survey to Support the State Health Assessment and State Health Improvement Plan
- Memo from Fairfield County Auditor, Dr. Carri Brown, January 20, 2023, Subjects: Budget Commission, Tax Estimator Tool, Tyler Technologies Credit, Dog Registration Deadline & Virtual Dog Show, Homestead Program, MCJDC Reporting and US Census Reporting
- Correspondence from the Fairfield County Auditor, Dr. Carri Brown, November 18, 2022, Subject: Fiscal Officer Duties for the Multi-County Juvenile Detention Center (MCJDC) as of January 1, 2024; MCJDC Memo from Dr. Carri Brown; MCJDC 2022 Management Letter and Financial Statements
- Furtherance of Justice and Law Enforcement Trust Fund December Statements for Prosecutor's Office 2022 Corresponding Reports
- Health Department Announcement, January 20, 2023, The Fairfield County Board of Health Named F. David Petty the 2022 Recipient of the Public Health Guardian Award
- Fairfield County Board of Developmental Disabilities January 2023 Newsletter, Imagine
- Flyer, Regarding: Federal Law Changes SNAP Emergency Allotments
- Flyer, Free Tax Preparations, United Way of Fairfield County

#### Jail Population

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Ms. Cordle stated that the jail population for January 17, 2023, was 248 with 20 of those being contracted placements, and for January 24, 2023, was 239 with 22 of those being contracted placements. Administrator Cordle added that the Sheriff reports that he has been trying to connect with the Meigs County Sheriff to discuss their contracted placements, and that the Sheriff is newly elected. She also added that the Fairfield County Sheriff indicated that Meigs has historically sent the greatest number of contracted placements and is currently not sending any.

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#### **Old Business**

Commissioner Fix spoke about a meeting with Congressman Balderson at the Workforce Center. He also spoke about the budget request to the State.

Commissioner Davis spoke about a meeting with Chasilyn Carter to discuss the transit proposal and RLS, the company that will study the governance structure. The Commissioner spoke about the transfer of governance and shared that the transfer should line up with a calendar year for financial reasons. He also stated that the grant process for a state study would extend the agency transfer a year, causing the transfer of governance to move to 2025. He recommended that the county proceed with the RLS contract. The Commissioner shared stories of Uber rides he provided over the past weekend where approximately 90% acquired rides to and from work.

Commissioner Fix inquired as to the cost of that contract, and Commissioner Davis replied that is would be \$49,918.

#### **New Business**

Commissioner Fix offered his excitement for the kickoff meeting of the Steering Committee scheduled for later that day.

Auditor Brown spoke about the Homestead Program, which includes about 6% of owner-occupied homes in the County. Auditor Brown also spoke about her office's calendar of the month, a Fairfield County cemetery owned by the late President James Monroe, and the transfer of fiscal administration for MCJDC from Fairfield County to Licking County.

EMA and Facilities Director, Jon Kochis, stated the Sheriff's Office SWAT garage has been completed.

Commissioner Davis inquired as to the end of the current rental period for the SWAT facility.

Mr. Kochis provided that the rental period will end January 31, 2023.

Commissioner Davis called a five-minute recess at 10:28 a.m.

#### Regular (Voting) Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main Street, Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis, Dave Levacy, Jeff Fix. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Dan Neeley, Corey Clark, Jon Kochis, Tony Vogel, Lisa McKenzie, Dr. Carri Brown, Steven Darnell, Amy Brown-Thompson, Jeff Camechis, Branden Meyer, Michael Kaper, Staci Knisley, Marty Norris, Audrey Stoffel, Brandy Marshall, Judy Stemen, and Ray Stemen.

Attending virtually: Jeff Barron, James Bahnsen, Jessica Murphy, Lori Hawk, Brian Wolfe, Joshua Horacek, Ashley Arter, Becky, Belinda Nebbergall, Beth Cotrell, Britney Lee, CD Collins, Jonathan Ferbrache, Park, Lori Hawk, and Tony Vogel.

#### **Pledge of Allegiance**

Commissioner Davis asked everyone to rise as able and led the Pledge of Allegiance.

#### **Announcements**

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There were no announcements.

#### Approval of Minutes for January 17, 2023

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, January 17, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

#### Approval of Resolutions from the Board of Commissioners

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

2023-01.24.a	A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for the renovation of the Fairfield Center.
2023-01.24.b	A resolution amending locations for resolution 2022-11.29.a, a resolution authorizing the approval of establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates.
2023-01.24.c	A Resolution to approve to rescind Resolution 2023-01.17.ll, authorizing the approval of the Mortgage on a Program Year 2021, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Richard and Brenda Mason
2023-01.24.d	A resolution authorizing the approval of the Mortgage on a Program Year 2021, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Richard and Brenda Mason
2023-01.24.e	A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2736, Sub fund# 8293 FY2022 CFLP Grant

Deputy County Administrator, Jeff Porter, stated the ARP resolution is to consolidate costs for the Fairfield Center.

Commissioner Davis mentioned that the cash position on the Investment Advisory Committee needs to reflect the spend-down.

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

#### Approval of a Resolution from the Fairfield County Auditor - Finance

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Fairfield County Auditor - Payroll:

2023-01.24.f A resolution to appropriate from unappropriated in a major expenditure object category Reese Peters Hotel Motel Tax #2423

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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 a Resolution from the Fairfield County Court of Common Pleas

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Fairfield County Court of Common Pleas:

A resolution to appropriate from unappropriated in a major expenditure 2023-01.24.g

object category Fairfield County Common Pleas County Probation Fund

2365.

Roll call vote of the motion resulted as follows:

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

#### Approval of a Resolution from Fairfield County Economic & Workforce Development

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from Fairfield County Economic & Workforce Development:

2023-01.24.h A resolution approving an account-to-account transfer in a major object

expense category.

Roll call vote of the motion resulted as follows:

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

#### Approval of Resolutions from the Fairfield County Emergency Management Agency

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Emergency Management Agency:

2023-01.24.i A resolution authorizing an EMA fund to fund transfer.

2023-01.24.j A resolution to appropriate from unappropriated in a major expenditure

object category EMA Funds.

Roll call vote of the motion resulted as follows:

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

#### **Approval of Resolutions from the Fairfield County Engineer**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Engineer:

2023-01.24.k A resolution granting Jeremiah Upp, County Engineer, and staff

permission to attend.

2023-01.24.1 A resolution to appropriate from unappropriated in a major expenditure

object category County Engineer 2024-Motor Vehicle for equipment,

software & fixtures.

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A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials &

supplies.

Roll call vote of the motion resulted as follows:

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

#### **Approval of a Resolution from Fairfield County Facilities**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from Fairfield County Facilities:

2023-01.24.n A Resolution for Approval of Change Order No. 3 to the Contract between the Walsh Construction Group, LLC and the Fairfield County Commissioners.

Administrator Cordle stated the resolution contains a slight reduction due to the BMV changing locations.

Roll call vote of the motion resulted as follows:

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

#### Approval of a Resolution from Fairfield County Family, Adult and Children First Council

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from Fairfield County Family, Adult and Children First Council:

A resolution to approve a reimbursement for funds included in a returned Amazon check as a memo expenditure for fund# 7521 Family, Adult, and Children First Council.

Roll call vote of the motion resulted as follows:

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

#### **Approval of Resolutions from Fairfield County Job and Family Services**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from Fairfield County Job and Family Services:

2023-01.24.p	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2018 reimbursing Fund 2072.
2023-01.24.q	A resolution regarding a Purchase of Service Contract between Avertest, LLC dba Averhealth and Job & Family Services.
2023-01.24.r	A resolution regarding Network Placement and Related Services Agreement between Bellefaire Jewish Children's Bureau and Child Protective Services Department.
2023-01.24.s	A resolution regarding Network Placement and Related Services Agreement between Stevens Treatment Programs and Child Protective Services Department.

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2023-01.24.t	A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services.
2023-01.24.u	A Resolution Amendment regarding approval of an Agreement between The Ohio State University and Fairfield County Job & Family Services, Fairfield County Child Protective Services (CPS) Division.
2023-01.24.v	A resolution regarding Network Placement and Related Services Agreement between Brighter Future for Youth, LLC and Child Protective Services Department.
2023-01.24.w	A resolution regarding Network Placement and Related Services Agreement between Specialized Alternatives for Families & Youth (SAFY) and Child Protective Services Department.
2023-01.24.x	A resolution regarding Network Placement and Related Services Agreement between CHOICES, Inc Children Have Options in Caring Environments and Child Protective Services Department.
2023-01.24.y	A resolution regarding Network Placement and Related Services Agreement between New Beginnings Residential Treatment Center and Child Protective Services Department.

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

#### **Approval of Resolutions from the Fairfield County Sheriff**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Sheriff:

2023-01.24.z	A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Hocking County Board of Commissioners (Hocking BCC) and the Hocking County Sheriff (Hocking Sheriff) for housing prisoners in the Fairfield County Jail. [Sheriff]
2023-01.24.aa	A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Vinton County Board of Commissioners (Vinton BCC) and the Vinton County Sheriff (Vinton Sheriff) for housing prisoners in the Fairfield County Jail

Administrator Cordle stated these resolutions are for the two prisoner contracts she spoke of earlier.

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

#### **Approval of the Payment of Bills**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution for the Payment of Bills:

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2023-01.24.bb A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

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

#### **Adjournment**

Commissioner Fix spoke about the recent Lancaster Eagle Gazette article for the idea of an outer belt that would be built outside of 270. He offered his excitement that the concept was beginning to get attention and believes it will happen in the next forty years.

With no further business, on the motion of Jeff Fix and a second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:41 a.m.

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, January 31, 2023.

Motion by: Jeff Fix Seconded by: Dave Levacy that the January 24, 2023, minutes were approved by the following vote:

YEAS: Jeff Fix, Dave Levacy, Steve Davis NAYS: None

ABSTENTIONS: None

\*Approved on January 31, 2023

Steven Davis Dave Levacy Jeff Fix Commissioner Commissioner

Rochelle Menningen, Clerk

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#### AGFNDA

#### BOARD OF COMMISSIONERS

Commissioners: Steven A. Davis Jeffrey M. Fix David L. Levacy

Tuesday, January 24, 2023 9:00 a.m.

County Administrator Aundrea N. Cordle

1. Review

Deputy County Administrator

Jeffrey D. Porter

Purpose of Review Meeting: To prepare for formal actions of county business, such as Commission resolutions, and to provide a time for county leadership to connect about matters of county business.

Clerk Rochelle Menningen

#### 2. Welcome

#### 3. Update, Fairfield County Airport

Jon Kochis, EMA, and Facilities Director

#### 4. Public Comments

Purpose of Public Comments: This is a time for voters and taxpayers (members of the public) to provide comments. There is a time limit of 3 minutes. While this is a time for comments to be provided, it is not a time for questions and answers. The Commission has a full agenda of county business.

#### 5. Legal Update

#### 6. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
  - i. Economic Development Strategic Plan Steering Committee Kickoff Meeting, January 24, 2023, 2:00 p.m., Commissioners' Hearing Room
  - ii. South Licking Watershed Conservancy District Meeting, January 24, 2023, 6:00 p.m., Hebron Municipal Complex, 934 W. Main St., Hebron
  - iii. Mid-Ohio Development Exchange Annual Meeting, January 26, 2023, 12:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll
  - iv. Walnut Township Trustees Special Meeting, February 1, 2023, 7:00 p.m., Pleasantville Community Center, 207 W. Columbus St., Pleasantville, Mr. Dale Arnold, Director of Energy Policy, The Ohio Farm Bureau Organization Guest Speaker for a Solar Energy Briefing for Fairfield County and Township Government Officials
  - v. Canal Winchester Chamber Annual Dinner and Awards Night, February 24, 2023, 6:00 p.m., Brewdog Dog Tap Columbus, 96 Gender Rd., Canal Winchester

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#### AGFNDA

#### BOARD OF COMMISSIONERS

Commissioners: Steven A. Davis Jeffrey M. Fix David L. Levacy

vi. The State of Pickerington, City of Pickerington, Violet Township, & Pickerington Local School District, March 16, 2023, 11:00 a.m., Wigwam Event Center, 10190 Blacklick-Eastern Rd. NW, Pickerington

County Administrator
Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

#### f. Correspondence

 Email composed by Economic and Workforce Director, Rick Szabrak, January 18, 2023, Subject: Fairfield County Workforce Center Biennial Budget Revised Request

Clerk Rochelle Menningen

- Letter from the Mannik Smith Group, January 9, 2023, Subject: Notification of Solid Waste Transfer Facility Permit to Install Application Lancaster Solid Waste Transfer Facility
- iii. Ohio Division of Liquor Control Liquor Permit Transfer Notice from Permit Number 3440568 to Permit Number 1709091
- iv. Email from Auditor's Office Communications Officer, Rachel Elsea, January 19, 2023, Subject: 2022 Tax Rates Updated on the Real Estate Site
- v. Lancaster/Fairfield County Hotel Survey, Deadline: February 1, 2023
- vi. Letter, City of Lancaster, Dated: January 19, 2023, Public Hearing for Proposed Lancaster City Transfer Station, February 13, 2023, 6:30 p.m., Lancaster City Council Chambers, 111 S. Broad St., Lancaster
- vii.Letter, Director, Ohio Department of Health, Bruce Vanderhoff, Re: Survey to Support the State Health Assessment and State Health Improvement Plan
- viii. Memo from Fairfield County Auditor, Dr. Carri Brown, January 20, 2023, Subjects: Budget Commission, Tax Estimator Tool, Tyler Technologies Credit, Dog Registration Deadline & Virtual Dog Show, Homestead Program, MCJDC Reporting and US Census Reporting
- ix. Correspondence from the Fairfield County Auditor, Dr. Carri Brown, November 18, 2022, Subject: Fiscal Officer Duties for the Multi-County Juvenile Detention Center (MCJDC) as of January 1, 2024; MCJDC Memo from Dr. Carri Brown; MCJDC 2022 Management Letter and Financial Statements
- x. Furtherance of Justice and Law Enforcement Trust Fund December Statements for Prosecutor's Office 2022 Corresponding Reports
- xi. Health Department Announcement, January 20, 2023, The Fairfield County Board of Health Named F. David Petty the 2022 Recipient of the Public Health Guardian Award
- xii.Fairfield County Board of Developmental Disabilities January 2023 Newsletter, *Imagine*
- xiii.Flyer, United Way Polar Plunge, January 29, 2023, 1:00 p.m., Buckeye Lake Winery, 13750 Rosewood Rd NE, Thornville
- xiv. Flyer, Regarding: Federal Law Changes SNAP Emergency Allotments xv. Flyer, Free Tax Preparations, United Way of Fairfield County

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#### AGFNDA

#### BOARD OF COMMISSIONERS

Commissioners:

Steven A. Davis Jeffrey M. Fix David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk Rochelle Menningen

7. Old Business

8. New Business

9. Regular (Voting) Meeting

10. Adjourn

SERVE • CONNECT • PROTECT

#### ADMINISTRATIVE AUTHORITY ITEMS FAIRFIELD COUNTY COMMISSIONERS' OFFICE JANUARY 14, 2023 TO January 22, 2023

#### Fairfield County Commissioners

	railfield country commissioners
AA.01.17-2023.a	An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
AA.01.17-2023.c	An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$50,000 per invoice [Commissioners]
	Fairfield County Coroner
AA.01.17-2023.b	An administrative approval regarding a contract for Investigator Services between Fairfield County and Adam Hetterle. [Coroner]
	Fairfield County Facilities
AA.01.20-2023.a	Addendum to add Fairfield Center to elevator contract with TK initiated in 2017 [Facilities]
	Fairfield County Human Resources
AA.01.18-2023.a	An administrative approval for a supplemental on-call policy for the Fairfield County Facilities Department. [Fairfield County Human Resources]

		As of 1/23/23	As of 1/23/23	As of 1/23/23
12Project/Category		Appropriations	Expenditure	Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	78,677.05	66,103.57	4,256.38
R17b	Public Health, Capital Investments and Public Facilities of the County	3,254,524.02	1,655,003.11	1,133,678.84
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	60,565.00	34,973.98	19,277.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	49,825.00	0.00	49,825.00
R19a	Public Safety Payroll Support	1,555,582.09	1,144,040.86	0.00
R19b	Public Health Payroll Support	204,392.13	160,359.98	44,032.15
R19c	Other Public Sector Payroll Support	302,778.33	141,683.41	0.00
R110a	Mental and Behavioral Health	40,018.00	0.00	40,018.00
Subtotal Public Health		5,894,150.66	3,549,953.95	1,291,087.37
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	500,000.00	499,996.00	4.00
R211b	Aid to Tourism, Travel, Hospitality	25,000.00	18,278.01	1,369.39

Project/Category		As of 1/23/23 Appropriations	As of 1/23/23 Expenditure	As of 1/23/23 Obligation
R29a	Emergency Assistance Business Planning	160,178.00	146,829.87	13,348.13
R213a	Support for Agriculture and the Growing Community	45,000.00	35,000.00	10,000.00
R213b	Technical Assistance for Townships & Others	400,000.00	99,354.84	149,923.16
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	102,000.00	22,540.00	74,160.00
Subtotal Negative Economic Impacts		1,852,178.00	1,441,998.72	248,804.68
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	15,897.14	8,946.86
R56a	Clean Water, Stormwater	539,895.00	139,895.00	400,000.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	1,038,515.50	708,012.32	236,092.68
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	0.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R516a	Broadband, "Last Mile" Projects	500,000.00	0.00	0.00
R517a	Broadband, Other Projects	49,900.00	18,365.46	27,286.72
Subtotal Infrastructure		4,728,790.50	882,169.92	672,326.26

Project/Category		As of 1/23/23 Appropriations	As of 1/23/23 Expenditure	As of 1/23/23 Obligation
Revenue Loss				-
R61a	SaaS and Technological Equipment	370,646.50	230,825.32	139,821.18
R61b	Recorder Document Scanning	400,000.00	85,914.51	314,085.49
R61c	Clerk of Courts Case Management	375,000.00	0.00	375,000.00
R61d	MARCS Tower Project	520,000.00	141,552.50	378,447.50
R61e	Dispatch Consoles	560,000.00	143,110.75	416,889.25
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	1,892,375.73	1,423,290.53	469,085.20
R61h	Community School Attendance Program	501,137.00	35,823.06	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	0.00	200,000.00
Revenue Loss		7,527,912.08	4,769,269.52	2,293,328.62
Administration				
R71a	Administrative Expenses	412,415.82	223,772.76	0.00
Subtotal Administration		412,415.82	223,772.76	0.00
Grand Total		\$20,482,908.78	\$10,934,626.59	\$4,505,546.93

There are multiple projects under review in addition to the projects already approved.

The county will be using a community visioning process to inform final decisions and prepare for the second tranche, as well as prepare for broad community goals, beyond the fiscal recovery program. We expect a report for the community strategic plan by the end of 2021. The county will be using the theme of Fairfield Forward for strategic planning. There are two main uses that stand out for Fairfield County's fiscal recovery:

- 1. Responding to the public health emergency with respect to the COVID19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.
- 2. Making necessary investments in water, sewer, or broadband infrastructure.

As we think about the first purpose, we are required to:

- Identify a need or negative impact of the public health emergency,
- Identify how the county investment would specifically address that need, and
- Readily explain how the investment helps the county respond to the disease or the harmful economic consequences of the economic disruption.

## NOW HIRING

# **Executive Director Regional Planning Commission**



### APPLY TODAY:

#### **Special Meeting**

The Walnut Township Trustees will hold a Special Meeting on Wednesday, February 1, 2023 at 7:00 PM.
207 West Columbus Street, Pleasantville, Ohio 43148

**Item 1:** Mr. Dale Arnold, Director of Energy Policy, The Ohio Farm Bureau Organization guest speaker for a solar energy briefing for Fairfield County and township government officials.

#### Walnut Township, Fairfield County, Ohio

The Walnut Township Trustees have invited Ohio Farm Bureau Director of Energy Policy Mr. Dale Arnold to brief local government officials on solar energy, discussing both industrial scale and community scale solar developments. The Ohio Farm Bureau has taken a **neutral stance on solar energy** so Mr. Arnold will address **both the positive and negative aspects** of these developments and how they can affect our local townships and our county.

County Commissioners, Township Trustees and Zoning Board members are urged to attend this briefing.

the Date: February 1, 2023

Time: 7:00 PM

Place: Village of Pleasantville Community Center

(Formerly Grange Hall) 207 West Columbus Street Pleasantville, Ohio 43148

Handicap Parking on the west side of the building.

The public is welcome to this informational meeting.

Thank You,

Bill Yates

#### **Walnut Township**

**Fairfield County, Ohio** 

William R. Yates - Trustee Chairman

11420 Millersport Rd Millersport, OH 43046 Phone- 740.467.2420



#### CITY OF LANCASTER **Environmental Engineering**

**CERTIFIED MAIL** 

January 19, 2023

Fairfield County Commissioners 210 E. Main St Rm 301 Lancaster Ohio 43130

RE: Public Hearing City of Lancaster Ohio Proposed Transfer Station

The City of Lancaster will hold a Public Hearing for the proposed Lancaster City Transfer Station replacement project to be held February 13, 2023 at 6:30 pm at Lancaster City Council Chambers, 111 S. Broad Street, Lancaster Ohio.

A copy of the Permit to Install for the project is available for review at the City Engineer's Office, 121 E. Chestnut St, Suite 100, Lancaster Ohio 43130 or on the City's website at www.ci.lancaster.oh.us.

If you have any questions, please let me know.

mse S. Cus P.E.

Sincerely

Denise L. Crews, P.E. **Environmental Engineer** 

Cc: Sean Fowler, Superintendent Ron Zitek, Mannik Smith Group



THE CANAL WINCHESTER CHAMBER
INVITES YOU TO THE

## Denim and Diamonds ANNUAL DINNER & AWARDS NIGHT

FRIDAY, FEBRUARY 24, 2023 • SIX O'CLOCK IN THE EVENING BREWDOG • CANAL WINCHESTER



## Denim and Diamonds ANNUAL DINNER & AWARDS NIGHT

#### · TIMELINE ·

6:00 PM | HAPPY HOUR, LIVE MUSIC, PHOTO BOOTH,

& SILENT AUCTION BEGIN

7:00 PM | DINNER

8:00 PM | AWARDS CEREMONY, SILENT AUCTION ENDS
9:00 PM | CONCLUSION OF EVENT, COLLECT SILENT AUCTION
ITEMS

- TICKET & TABLE INFORMATION MEMBERS \$70, TABLE (8 SEATS) \$520, NON-MEMBERS \$80
  - · RESERVATIONS REQUIRED .

@MPAY2923WINCHESTER.COM | BY FEBRUARY 10

**The State of Pickerington** - Save the date and register today! Sponsorship opportunities are now available. For more information contact <a href="mailto:michael@pickeringtonchamber.com">michael@pickeringtonchamber.com</a>



#### THE STATE OF PICKERINGTON

City of Pickerington, Violet Township & Pickerington Local School District

With Mayor Lee A. Gray, Trustee Darrin Monhollen, and PLSD Superintendent Chris Briggs







March 16, 11:00 a.m.-1 p.m.
Wigwam Event Center
Community Welcome!



\$30 Registration Required (includes lunch)

www.pickeringtonchamber.com/events

From: Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>

Sent: Wednesday, January 18, 2023 2:17 PM

**To:** Menningen, Rochelle M < <u>rochelle.menningen@fairfieldcountyohio.gov</u> > **Subject:** FW: Fairfield County Workforce Center Biennial Budget Revised Request

From: Szabrak, Richard M (Rick) < rick.szabrak@fairfieldcountyohio.gov>

Sent: Wednesday, January 18, 2023 1:02 PM

To: Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>

Subject: Fairfield County Workforce Center Biennial Budget Revised Request

#### Kathleen,

When Governor DeWine toured the Fairfield County Workforce Center he encouraged us to submit a request for the biennial budget. We had sent a request on October 12 but based on the increased growth of the Workforce Center and conversations with our state legislators we were encouraged to revise that request.

In only its second year of operation, the Fairfield County Workforce Center has made a positive impact on both employers and job seekers in Central and Southeastern Ohio. Our partnership with Ohio University and Hocking College has provided new training options for both job seekers and employers. At a time when filling jobs in our in-demand industries is more difficult than ever, we need to build a pipeline of workers into those industries. The Workforce Center is focusing its efforts on manufacturing, healthcare, logistics, and skilled trades. Five school districts in Fairfield County are sending high school seniors to our Workforce Center and three more are committed to send students next year. The goal is to get students to the workforce faster. The Fairfield County Commissioners have invested \$2.5 million into the Workforce Center to cover building improvements, building purchase, operating expenses, and some programmatic costs. The Commissioners have also pledged \$2.2 million in capital funds, in conjunction with the state's award of \$500k in capital funds, to make the building more efficient and suitable for training.

But there are greater needs. Rising construction costs are making improvements to the building more expensive. Issues like temperature control and noise are negatively impacting the learning experience of the students. Equipment for these programs can make launching or enhancing programs cost prohibitive. The Fairfield County Workforce Center, in conjunction with Ohio University and Hocking College, is asking for \$4,280,000 of funding from the state's FY 2024-25 biennial budget to purchase equipment to launch and enhance these programs as well as provide supportive services for career navigation and continue our pre-apprenticeship program.

- Fairfield County contracts with the Fairfield County Education Service Center to hire career
  navigators who work with career-bound students on connecting them to local careers and
  building resumes, soft skills, and interview skills. This program is funded by the county, private
  industry, and the schools. We have limited funds for this program and would like to add a Career
  Navigator to the program to assist schools with teaching about local careers to earlier grades
  and provide assistance to the at-risk students at the Fairfield County Success Center.
- The pre-apprenticeship programming for high school seniors provides skills and work experience for students before they receive their diploma. This program is covered by a pre-apprenticeship grant that expires in June of 2023 and more funds are needed to continue this great program.

- While the location and size of the building makes the Workforce Center a great asset to the
  community, there are many improvements that are needed. The basics that need completed
  include improving the HVAC system to ensure comfort for students while they are learning.
  Noise from construction programs also cause disruption for other classes and building out these
  construction labs to mitigate the sound will be critical to being successful moving forward.
- Ohio University is leading the ASCENT collaborative which connects southeastern Ohio
  universities, community colleges, and career technical schools together to provide training
  opportunities for Intel. The collaborative received a grant from Intel to build out this curriculum.
  Ohio University Lancaster will be moving its entire Engineering-Technology program to the
  Workforce Center in 2023 and needs additional advanced manufacturing equipment to train this
  future workforce.
- Fairfield County also worked with Ohio University and a collaborative of four healthcare systems
  to identify a need for pathways into respiratory therapy. Ohio University plans to launch a
  respiratory therapy technician program at the Workforce Center and needs equipment to stand
  up this program.
- Hocking College plans to build out a water and wastewater management program at the Workforce Center to fill critical positions tied to both the public and private sectors.
- There is high demand for CDL training. Launched in June of 2022, the CDL program through Hocking College already has a waiting list and needs additional vehicles to be able to expand. This investment will also assist schools with hiring bus drivers.
- Transportation is one of the major barriers for workers. Many students can't afford driver's
  education or there is a waiting list. This has caused some students to miss job opportunities. The
  Workforce Center received approval as a Hocking College driver's education training site in
  November of 2022. Fairfield County will provide free drivers' education to any student taking a
  program at the Workforce Center. But there is a need to purchase vehicles for this to serve
  more students.
- Hocking College wants to build out its three construction areas in HVAC, carpentry, and electric
  to meet the increasing demand in construction jobs due to Intel, data centers, and other
  commercial development in the region.

Please let me know if you have any questions or need further information or if there are others that we should reach out to.

Fairfield County Workforce Center	Ohio Biennial Budget Request FY 2024-25
Fairfield County	
	4400 000
Add Career Navigators to Contract with Fairfield Education Service Center	\$100,000
Pre-Apprenticeship Program Costs	\$220,000
Building improvements	\$1,500,000
Total Fairfield County	\$1,820,000
Ohio University Programs	
Respiratory Therapy Lab	\$230,000
Equipment for Semiconductor Manufacturing Certificate	\$500,000
Equipment for new certificates for Engineering-Technology program	\$750,000
Total Ohio University	\$1,480,000
Hocking College Programs	
Water and Wastewater Treatment Pilot Lab	\$250,000
Mobile Pilot Water/Wastewater Treatment Lab	\$200,000
Truck for additional CDL Training and cars for Driver's Education Training	\$240,000
HVAC Commercial Training Facility Buildout	\$75,000
Construction Lab Equipment and Dust Filtration System	\$40,000
Electrical Lab improvements (RIDGID and GREENLEE)	\$25,000
Welding Cells	\$150,000
Total Hocking College	\$980,000
Total Request	\$4,280,000

#### Sincerely,

#### **Rick Szabrak |** Director, Economic and Workforce Development

- 1 4465 Coonpath Rd. NW, Carroll, OH 43112
- fairfieldcountyworkforce.com
- ${\color{red} \,\,\boxtimes\,} rick.szabrak@fairfieldcountyohio.gov$





January 9, 2023

Fairfield County Commissioners 210 East Main Street, Room 301 Lancaster, Ohio 43130

Via Certified Mail 7021 1970 0002 2818 0767 Return Receipt Requested

Subject: Notification of Solid Waste Transfer Facility Permit to Install Application

Lancaster Solid Waste Transfer Facility City of Lancaster, Fairfield County, Ohio

#### Dear Commissioners:

On behalf of the City of Lancaster, Department of Sanitation, and in accordance with the Ohio Administrative Code 3745-555-310 (B)(9)(a), we are providing this notification that a Permit To Install Application will be filed in the near future with the Ohio EPA Central District Office for the proposed construction of the new Lancaster Transfer Station facility. The new facility will be constructed on the same property parcel as the existing transfer station (734 South Ewing Street, Lancaster) but will be a standalone structure. The new facility will continue to provide for non-hazardous solid waste transfer activities. Refer to the attached Figure 1 for the property location and transfer facility boundaries.

If you have any questions, please contact the undersigned.

Sincerely,

Ronald S. Zitek, P.E. Project Manager

Enclosure - Site map

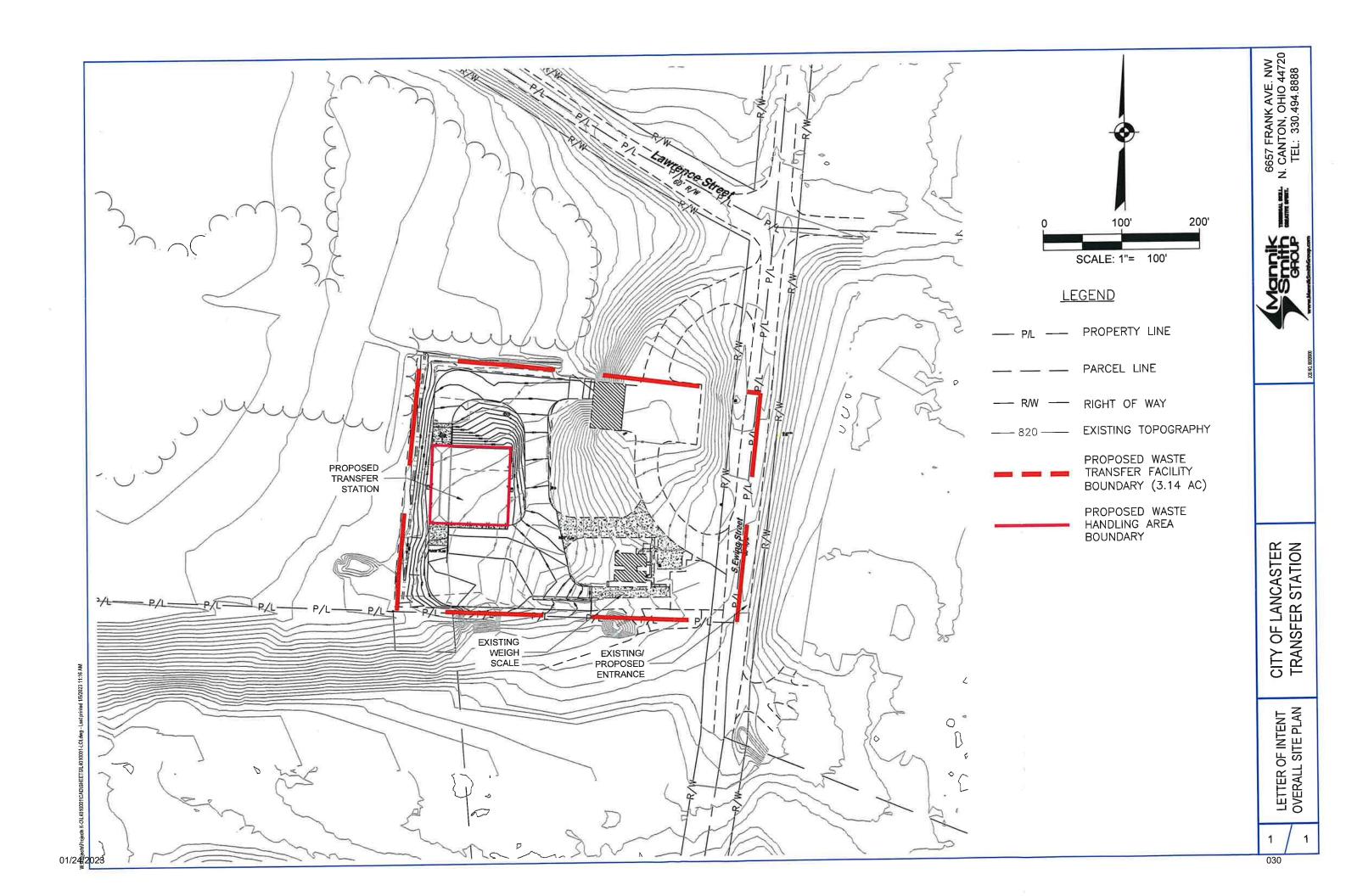
CC

Mr. Sean Fowler (City of Lancaster)

Ms. Denise Crews (City of Lancaster)







#### NOTICE TO LEGISLATIVE AUTHORITY

#### OHIO DIVISION OF LIQUOR CONTROL

6606 TUSSING ROAD, P.O. BOX 4005 REYNOLDSBURG, OHIO 43068-9005 (614)644-2360 FAX(614)644-3166

ΤO

3440568 TRFO 02 01 2022 01 05 2023	GUJJAR KINGS LLC DBA KINGYS BEVERAGE DRIVE THRU 7520 HILL RD VIOLET TWP CANAL WINCHESTER OHIO 43110
C1 C2  PERMIT CLASSES  23 928 B F29010  TAX DISTRICT RECEIPT NO.	FROM 0.1 /1.7 /0.002
1709091  02 01 2022  ISSUE DATE  01 05 2023  FILING DATE  C1 C2  PERMIT CLASSES  23 928	CONVENIENCE KINGS LLC DBA KINGYS BEVERAGE DRIVE THRU 7520 HILL RD VIOLET TWP CANAL WINCHESTER OHIO 43110



MAILED 01/17/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN.

02/17/2023

#### IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES

B TRFO 3440568

(TRANSACTION & NUMBER)

#### (MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD \_\_\_\_\_\_ IN OUR COUNTY SEAT. \_\_\_\_\_\_ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. \_\_\_\_\_ DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

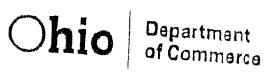
PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title)- \_\_\_\_\_ Clerk of County Commissioner (Date)

Township Fiscal Officer

CLERK OF FAIRFIELD COUNTY COMMISSIONERS 210 E MAIN ST #301 LANCASTER OHIO 43130

Rev 2/10/2021



VIEW DAVVING GOVERNOR Jun Hustad, Lt. Gavernor

Olvision of Liquor Control Sheryi Maxifeld, Olisotor

Dear Local Lagislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You must, within 30 days from the 'mailed' date listed on the

- Notify the Division whether you object and want a hearing or not; or
- Aak for your one-time only, 30-day extension.
  - o Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of

To be considered timely, your above response must be:

FAXED to the Division no later than 30 days after the "malled" date (this is the date listed after the "responses must be postmarked no later than." You can lax your

EMAILED to the Division no later than 30 days after the "mailed" data (this is the date listed after the "responses must be postmarked no later than." You can email your response to: LiquorLicensinoMallUnit@com.state.oh.us

POSTMARKED, if malled, no later than the date listed on the notice after responses must be postmarked no later than." You can mall your response to

Ohio Division of Liquor Control Altn: Licensing Unit 6606 Tussing Road PO Box 4008 Reynoldsburg, Ohio 43068-9006

in an effort to speed up processing times and reduce paper, the Division respectfully asks that you either fax or small the above notice. In a similar effort, please note that the Division is no longer sanding ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comappa.ohlo.gov/llqr/llqr\_appa/PermitLookup/PermitHolderOwnership.aapx and enter the permit number listed on the legislative notice; or
- · Contact your police department or county sheriff, if you are a township fiscal officer or county clark, as the Division sends the applicable law enforcement agency the perlinent ownership disclosure information when it notifies them of the permit application.

From: Elsea, Rachel A < rachel.elsea@fairfieldcountyohio.gov>

Sent: Thursday, January 19, 2023 2:54 PM

**To:** Elsea, Rachel A < <u>rachel.elsea@fairfieldcountyohio.gov</u>> **Subject:** 2022 Tax Rates Updated on Real Estate Site

The 2022 tax rates have been uploaded to the real estate website (<a href="https://realestate.co.fairfield.oh.us/">https://realestate.co.fairfield.oh.us/</a>). This also means that the tax estimator tool has been updated with 2022 rates. The tax estimator can be found here.

Additionally, tutorials on how to use the tax estimator as well as other tools available can found <u>here</u>.



#### Rachel A. Elsea Communications Officer • Auditor's Office

- **3** (740) 652-7091 [.] (740) 215-5998
- https://www.co.fairfield.oh.us/auditor/
- 108 N. High St., Room 108, Lancaster, Ohio 43130











#### Determining Business Needs: A Hotel Survey

Visit Fairfield County, Lancaster Port Authority, Fairfield County Economic Development, Destination Downtown Lancaster, and the Lancaster Fairfield County Chamber of Commerce have partnered to embark on an initiative exploring the feasibility of increasing the number of available hotel options in Lancaster and throughout Fairfield County.

As part of this effort, the previously mentioned entities have commissioned a feasibility study to explore the need for more hotel rooms with or without meeting spaces in our community. An important part of this research is understanding the demand and needs from our local business community.

Click the button below to take the survey, and help us understand your businesses needs as it relates to hosting out- of-town employees, guests, and customers.

The deadline to complete this survey is February 1, 2023.

Take The Survey

\*Survey information was included in the Jan. 20 Chamber Newsletter\*



Mike DeWine, Governor Jon Husted, Lt.Governor

Bruce Vanderhoff, MD, MBA, Director

January 13, 2023

#### Dear Stakeholders:

The Ohio Department of Health (ODH) has contracted with Ohio University in partnership with the Ohio Colleges of Medicine's Government Resource Center, the University of Toledo, and the Health Policy Institute of Ohio to support the update process to update the 2022 State Health Assessment (SHA) and the 2023-2028 State Health Improvement Plan (SHIP).

We are asking stakeholders to complete a survey in order to gain insights from a wide variety of sectors to identify health-related priorities, strengths, challenges, and emerging trends that will help inform our efforts. We are interested in learning about the health outcomes and health factors you continue to see as a priority and what new outcomes or factors you would elevate to a priority level. The stakeholder survey uses the structure of the SHIP framework which identifies key factors that shape health and well-being and health outcomes prioritized in the 2019 SHA.

This <u>survey</u> is open to all stakeholders interested in improving health and quality of life in Ohio. Please complete it by Thursday, February 9<sup>th</sup>, 2023.

In addition to the survey, guided discussions are being held with organizations that serve vulnerable populations and individuals with lived experience. A secondary data analysis is being conducted to identify trends across health outcomes and factors that impact health. Key findings and conclusions of these primary and secondary analyses will help inform the selection of priorities that will be included in the 2023-2028 SHIP.

You may be interested in reviewing the 2020- 2022 SHIP which can be found on the ODH website at https://odh.ohio.gov/static/SHIP/2020-2022/2020-2022-SHIP.pdf.

Thank you for participating in this survey. Please feel free to share it within your organization and with any other organizations that you believe can provide important insights for the SHA and SHIP. Your responses will be kept strictly confidential and only reported as part of aggregated information and data.

Sincerely,

Bruce Vanderhoff, MD, MBA

Director, Ohio Department of Health

246 North High Street Columbus, Ohio 43215 U.S.A. 614 I 466-3543 www.odh.ohio.gov

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services.

To: Fairfield County Commissioners & Staff

From: Dr. Carri Brown, County Auditor

Date: January 20, 2023

Subjects: Budget Commission, Tax Estimator Tool, Tyler Technologies Credit, Dog Registration Deadline & Virtual

Dog Show, Homestead Program, MCJDC Reporting, and US Census Reporting

#### **Budget Commission**

We in the County Auditor's Office have prepared packets for the February 6, 2023, meeting to be held from 8:30 am – 9:00 am. We continue to receive very positive feedback about the efficient conduct of the new review process.

#### **Tax Estimator Tool**

The 2022 tax rates (applied to payments for 2023) have been uploaded to the real estate website (<a href="https://realestate.co.fairfield.oh.us/">https://realestate.co.fairfield.oh.us/</a>). At the website, there is an updated tax estimator tool. It is found <a href="https://realestate.co.fairfield.oh.us/">here</a>. Tutorials on how to use the tax estimator as well as other tools can found <a href="https://realestate.co.fairfield.oh.us/">here</a>. The tutorials have been very well received.

#### Tyler Technologies Credit

Tyler Technologies has provided a credit of \$36K. \$20K was provided as a service courtesy, and \$16K was provided based on monitoring of the services. The vendor is showing positivity with the courtesy credit. In addition, service improvements have been realized with the software as a service approach.

#### Dog Registration Deadline & Virtual Dog Show

The regular period for Dog License registration ends January 31, as does the virtual dog show. There has been tremendous positive energy surrounding the virtual dog show.

#### **Homestead Program**

For those participating in the Homestead program, the average saving for the regular program is \$362 annually. For veterans, the average saving is about \$777 annually. The income threshold to qualify for 2023 is \$36,100 annually. About 8500 residences are included in the Homestead program overall.

#### **MCJDC** Reporting

Enclosed with this memorandum is a packet of information. Included is a one-page summary of fiscal officer duties relating to the Multi-County Juvenile Detention Center. An example of an annual report that will be filed with the State Auditor and other documents are also included. Training with Licking County was initiated on January 17; two follow up sessions have been scheduled.

#### **US Census Reporting**

The 2023 Boundary and Annexation Survey is underway with the US Census Bureau. We in Fairfield County report on behalf of all governments within the county. The County Auditor's Geographical Information System team will gather information and respond with changes in one submittal on behalf of all municipalities and jurisdictions located in Fairfield County. If there are any question, the GIS team is available.

For additional information on the Census BAS program:

Website: https://www.census.gov/programs-surveys/bas.html

### MCJDC Transition of Fiscal Officer - Background

Since the inception of the Multi-County Juvenile Detention Center, the Fairfield County Auditor has served as the fiscal officer for the joint venture, which includes governance from Fairfield, Licking, Hocking, and Perry counties. As of January 2024, the Licking County Auditor will begin serving as the fiscal officer, following the codified provision for the most populous county to serve in this role (unless there is unanimous agreement otherwise). Notice of this change was provided in November of 2022 (see attached). More than a year of notice was provided to allow for appropriate training and transition.

A telephone meeting was held with Fairfield and Licking County representatives on January 17, and additional training sessions are scheduled March 22 and June 21, allowing time for Licking County representatives to think about their questions surrounding the transition. Here are some questions they posed (paraphrased) on January 17 with answers.

### What are the roles of the fiscal officer in the context of the MCJDC?

The Auditor as fiscal officer will be responsible for budget control, disbursements (such as making payments for obligations), recording receipts, and financial reporting. In addition, the Auditor will collaborate with MCJDC administration to prepare for audits, gathering information and answering questions. The Auditor will provide technical assistance on financial functions.

The Auditor will prepare formal financial statements (to be filed with the State Auditor) and maintain financial records (of all funds). The records will be accounted for within fiduciary funds. At present there are funds established for general operations and capital improvements.

The Auditor will also manage MCJDC payroll functions, ensuring pay is processed on time, accurately, and in compliance with government regulations and policy. There are currently 46 employees of the MCJDC who participate in the Public Employees Retirement System. These employees also participate in the Fairfield County self-funded health benefits, and there will need to be a determination if they will participate in the Licking County self-funded health benefits or a different program.

### Action:

Fairfield County will send to Licking County the current payroll schedule and examples of reports.

### Are the MCJDC employees of Fairfield County?

No, the employees are employees of MCJDC, which is a separate political subdivision of the state. MCJDC has a unique employer identification number.

### When will the transition occur?

The transition will be effective January 1, 2024. This is the beginning of a new fiscal year.

### Who are the administrative contacts for the MCJDC?

Dana Moore is the Superintendent. Mandy Hankinson is the Financial Administrator.

### Moore, Dana C DMOORE@mcjdc.org

Hankison, Mandy mandy.hankison@mcjdc.org

### Does the County Auditor call meetings for the four counties?

Yes. there are meetings two times a year dedicated to financial matters. Those meetings most recently have been connected to the MCJDC board meetings. The invitations are sent by email by the MCJDC administration (for the May and November meetings).





County Auditor
Carri L., Brown, PhD, MBA, CGFM
carrisbros mataurifeld county objector

To:

Members of the Joint Board of Commissioners & Members of the

Board of Trustees for the Multi-County Juvenile Detention Center

From:

Dr. Carri L. Brown, Fairfield County Auditor

Date: November 18, 2022

Subject: Fiscal Officer Duties for the Multi-County Juvenile Detention Center

as of January 1, 2024

The purpose of this memorandum is to give notification of the intention of the Fairfield County Auditor regarding withdrawal of fiscal officer duties for the Multi-County Juvenile Detention Center as of January 1, 2024.

As you may recall, the Ohio Revised Code provides that the county auditor of the county having the greatest population or, with the unanimous concurrence of the county auditors of the counties composing a district, the auditor of the county in which the detention facility is located shall be the fiscal officer of a detention facility district.

Effective January 1, 2024, Fairfield County intends to withdraw its duties as fiscal officer for the Multi-County Juvenile Detention Center, resulting in the Licking County Auditor serving in the role of fiscal officer, unless there is unanimous approval of another county serving. The lengthy notice provided with this letter of intention should allow for an appropriate transition period.

Throughout 2023, just as in 2022, Fairfield County will continue to request meetings of the county auditors of the counties composing the district to meet not less than once in six months to review accounts and to transact any other duties needed. The second meeting for 2022 is scheduled on November 18<sup>th</sup> along with the MCJDC meetings. We propose the auditors meet in May and November in 2023 and request those be in connection with MCJDC meetings and notified as such.

We in Fairfield County are available to help support the transitional activities.

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### MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2022 UNAUDITED

This discussion and analysis of Fairfield, Hocking, Licking, and Perry Multi-County Detention District (the District) financial performance provides an overall review of the District's financial activities for the year ended December 31, 2022, within the limitations of the District's eash basis accounting. Readers should also review the basic financial statements and notes to enhance their understanding of the District's financial performance.

### Highlights

Key highlights for 2022 were as follows:

Net position of governmental activities decreased by \$103,335 or approximately 4.6 percent as compared to 2021. The primary reasons for the decrease in eash balances was due to an increase in disbursements which was not offset by an increase in revenues and current year disbursements exceeding current year receipts.

The District's general receipts are primarily member county contributions and other miscellaneous revenue. These receipts represent approximately 64.2 percent of the total cash received for governmental activities during the year. Member county contributions increased by \$302,888 compared to 2021 to fund the operations of the facility.

### Using the Basic Financial Statements

This annual report is presented in a format consistent with the presentation requirements of Governmental Accounting Standards Board Statement No. 34, as applicable to the District's cash basis of accounting.

### Report Components

The statement of net position and the statement of activities provide information about the eash activities of the District as a whole.

Fund financial statements provide a greater level of detail. Funds are created and maintained on the financial records of the District to segregate money whose use is restricted to a particular specified purpose. These statements present the District's two funds in separate columns.

The notes to the financial statements are an integral part of the government-wide and fund financial statements and provide expanded explanation and detail regarding the information reported in the statements.

### **Basis of Accounting**

The basis of accounting is a set of guidelines that determine when financial events are recorded. The District has elected to present its financial statements on a cash basis of accounting. This basis of accounting is a basis of accounting other than generally accepted accounting principles. Under the District's cash basis of accounting, receipts and disbursements are recorded when cash is received or paid.

As a result of using the cash basis of accounting, certain assets, and their related revenues (such as accounts receivable) and certain liabilities and their related expenses (such as accounts payable) are not recorded in the financial statements. Therefore, when reviewing the financial information and discussion within this report, the reader must keep in mind the limitations resulting from the use of the cash basis of accounting.

### MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2022 UNAUDITED

### Reporting the District as a Whole

The statement of net position and the statement of activities reflect how the District did financially during 2022, within the limitations of cash basis accounting. The statement of net position presents the cash balances of the governmental activities of the District at year end. The statement of activities compares cash disbursements with program receipts for each governmental program activity. Program receipts include charges paid by the recipient of the program's goods or services and grants and contributions restricted to meeting the operational or capital requirements of a particular program. General receipts are all receipts not classified as program receipts. The comparison of cash disbursements with program receipts identifies how each governmental function draws from the District's general receipts.

These statements report the District's cash position and the changes in cash position. Within the limitations of the cash basis of accounting, these changes are one way to measure the District's financial health. Over time, increases or decreases in the District's cash position is one indicator of whether the District's financial health is improving or deteriorating. When evaluating the District's financial condition, other non-financial factors should be considered as well, including the condition of the District's capital assets and infrastructure, the extent of the District's debt obligations, the reliance on non-local financial resources for operations and the need for continued growth in the major local revenue sources.

The statement of net position and the statement of activities present governmental activities, which includes all the District's services. State and capital grants and tuition receipts finance most of these activities. Benefits provided through governmental activities are not necessarily paid for by the people receiving them. The District has no business-type activities.

### Reporting the District's Funds

Fund financial statements provide detailed information about the District's major funds - not the District as a whole. The District establishes separate funds to better manage its many activities. This helps demonstrate that money that is restricted as to how it may be used, is being spent for the intended purpose. All the District's funds are governmental.

Governmental Funds - The District's activities are reported in governmental funds. The governmental fund financial statements provide a detailed view of the District's governmental operations and the basic services it provides. Governmental fund information helps determine whether there are financial resources that can be spent to finance the District's programs. The District's significant governmental funds are presented on the financial statements in separate columns. The District has two funds which are both presented as majors, the General and Capital Expense Funds.

Because the District reports on a cash basis, the total of the governmental funds matches governmental activities, and no reconciliation is required.

### MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2022 UNAUDITED

### The District as a Whole

Table 1 provides a summary of the District's net position for 2022 compared to 2021 on a cash basis:

	(Tab	le 1)	
	Net Po	sition	
		Governmen	tal Activities
	-	2022	2021
Assets			-
Cash	\$	2,126,531	\$ 2,229,866
Total Assets		2,126,531	2,229,866
Net Position			
Restricted for:			
Capital Projects		705,202	627,203
Unrestricted		1,421,328	1,602,663
Total Net Position	\$	2,126,531	\$ 2,229,866

As mentioned previously, net position of governmental activities decreased \$103,335 or approximately 4.6 percent during 2022. The primary reasons for the decrease in cash balances was due to a decrease in revenues and an increase in disbursements. The majority of the increases in expenditures was due to an increase in Personal Services of \$301,646 and Materials and Supplies of \$340,792 which were offset by a decrease in contractual services of \$358,950. With overall revenues increased by \$615,194 from 2022 to 2021, expenditures for 2022 exceeded revenues by \$103,335.

### MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2022 UNAUDITED

Table 2 reflects the changes in net position in 2022 and 2021.

### (Table 2) Changes in Net Position

	Governmental Activities			
	2022			2021
Receipts:	-			
Program Receipts:				
Charges for Services and Sales	\$	940,299	\$	591,023
Operating Grants and Contributions		237,456		276,465
Capital Grants and Contributions		<u>\$</u>		16
Total Program Receipts		1,177,755		867,488
General Receipts:				
Member County Contributions		2,125,398		1,822,510
Miscellancous		5,615		3,575
Total General Receipts		2,131,013		1,826,086
Total Receipts		3,308,767		2,693,574
Disbursements: General Government: Personal Services Fringe Benefits Materials and Supplies Contractual Services		1,971,620 748,423 478,114 173,381		1,669,974 711,161 137,322 532,332
Miscellaneous		2 271 620		3,050,788
Total General Government		3,371,538		3,050,788
Capital Outlay		40,564		213,136
Total Disbursements		3,412,103		3,263,924
Increase (Decrease) in Net Position		(103,335)		(570,351)
Net Position Beginning of Year	41	2,229,866		2,800,216
Net Position End of Year		\$2,126,531	9	52,229,866

In 2022, program receipts represent approximately 35.6 percent of total receipts and are primarily comprised of charges for services, including tuition reimbursements and rental income, and intergovernmental revenue.

General receipts represent approximately 64.4 percent for 2022 of the District's total receipts, and of this amount, over 99.7 percent are member county contributions. Miscellaneous receipts are usually minimal compared to total receipts and vary each year.

### MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2022 UNAUDITED

Disbursements for General Government represent the overhead costs of running the District and the support services provided for the other Governmental activities. For 2022, General Government disbursements represented 78.0 percent of total disbursements and are comprised of employee wages and benefits, materials and supplies, and contractual services.

### **Governmental Activities**

The first column on the Statement of Activities for 2022 on page 8, lists the major disbursement categories of the District. The next column identifies the amount of these disbursements. In 2022, the major program disbursements for governmental activities were General Government, which accounted for 98.8 percent of all disbursements. The major reason for the change is increase in salaries, fringe benefits and materials and supplies which were offset by decreases in professional services and capital outlay from 2022. The next two columns entitled Program Receipts identify amounts paid by people who are directly charged for the service and grants and contributions received by the District that must be used to provide a specific service. The Net (Disbursements) Receipts column compares the program receipts to the cost of the service. This "net cost" amount represents the cost of the service which ends up being paid from money provided by member county contributions. These net costs are paid from the general receipts which are presented at the bottom of the Statement. A comparison between the total cost of services and the net cost is presented in Table 3.

(Table 3)					
	Governm	ental Activities			
	Total Cost	Net Cost	Total Cost	Net Cost	
	Of Services	of Services	Of Services	of Services	
	2022	2022	2021	2021	
General Government:					
Personal Services	\$1,971,620	1.226.127	\$1,669,974	1,226,127	
Fringe Benefits	748.423	522,148	711,161	522,148	
Materials and Supplies	173,381	100,824	137,322	100,824	
Contractual Services	478,114	390,848	532,332	390,848	
Miscellaneous	0	0	0	0	
Capital Outlay	40,564	26,563	213,135	156,489	
Total Expenses	\$3,412,103	\$2,266,510	\$3,263,924	\$2,396,436	

In 2022, approximately 34.5 percent of disbursements were supported by program receipts. The remaining 65.5 percent of governmental activities were supported by member county contributions and fund balance.

### MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2022 UNAUDITED

### The District's Funds

In 2022, total governmental funds had receipts of \$3,308,767 and disbursements of \$3,412,102. The fund balance of the General Fund decreased from 2022 by \$103,335 the primary reasons for the decrease in cash balances was due to an increase in disbursements which was not offset by decrease in revenues and current year disbursements exceeding current year receipts. The fund balance of the Capital Expense fund changed from 2021 with an increase of \$77,999.

### General Fund Budgeting Highlights

The District's budget is prepared according to Ohio law which requires the District estimate receipts, approve appropriations, and encumber funds. The most significant budgeted fund is the General Fund.

The District amended budgeted appropriations during 2022. Actual receipts of \$3,249,469 were \$378,804 more than anticipated primarily due to an increase in bed rental receipts and charge for services receipts. Actual disbursements of \$3,338,590 were \$405,390 less than the final budget.

### Capital Assets and Debt Administration

### Capital Assets

The District does not currently report its capital assets and infrastructure.

### Debt

On December 31, 2022, the District had long term obligations in the form of copier leases in the amount of \$11,471. See Note 9 for future lease payments including interest.

### Contacting the District's Financial Management

This financial report is designed to provide our citizens, taxpayers, investors, and creditors with a general overview of the District's finances and to reflect the District's accountability for the monies it receives. Questions concerning any of the information in this report or requests for additional information should be directed to Dana Moore, Superintendent, 923 Liberty Center Drive, Lancaster, Ohio 43130.

### FAIRFIELD, HOCKING, LICKING, AND PERRY MULTI-COUNTY JUVENILE DETENTION CENTER FAIRFIELD COUNTY

Statement of Net Position - Cash Basis
December 31, 2022

	Governmental Activities	
Assets		
Cash	2,126,530.73	
Total Assets	2,126,530.73	
Net Position		
Restricted for:		
Capital Projects	705,202.30	
Unrestricted	1,421,328.43	
Total Net Position	2,126,530.73	

### FAIRFIELD, HOCKING, LICKING, AND PERRY MULTI-COUNTY JUVENILE DETENTION CENTER FAIRFIELD COUNTY

Statement of Activities - Cash Basis
For the Fiscal Year Ended December 31, 2022

							Net (Disb)	irsements) Receipts and
				Program Ca	ish Rece	ip4s	Chan	ges in Net Position
	D	Cash isbursements	ľo	Charges r Services nd Sales	Ca	perating ants and atributions		Governmental Activities
Governmental Activities General Government:		1.071.480						(1.001.080
Personal Services Fringe Benefits	\$	1,971,620 748,423		<b>543,334</b> 206,249	2	102,945	S	(1,291,076)
Materials and Supplies		173,381		47,780		39,078 <b>9,053</b>		(490,090) (113,535)
Control Services		478,114	_	131,757		24,964		(313,083)
Miscellaneous		***************************************	Š	12		211201		(313,003)
Capital Outlay		40,564	\$	11,179		2,118		(26,563)
Total Governmental Activities	\$	3,412,103	\$	940,299	S	178,158	2	(2,234,348)
			Men	al Receipts: aber County Co cellaneous	ıπIributic	ons		2,125,398 5,615
			Total	General Recei <sub>l</sub>	pts			2,131,013
			Chang	e in Net Positi	on			(103,335)
			Net Pa	sition Beginn	ing of Ye	ar•		2,229,866
			Net Pe	sition End of	Year			\$2,126,530

See accompanying notes to the basic financial statements

### FAIRFIELD, HOCKING, LICKING, AND PERRY MULTI-COUNTY JUVENILE DETENTION CENTER FAIRFIELD COUNTY

Statement of Assets and Fund Balances - Cash Basis Governmental Funds December 31, 2022

		General		Capital Expense Fund		Total Governmental Funds	
Assets							
Cash	\$	1,421,328	\$	705,202	\$	2,126,531	
Total Assets		1,421,328		705,202	-	2,126,531	
Fund Balances	!	i					
Committed				705,202		705,202	
Assigned		838,231		27		838,231	
Unassigned (Deficit)		583,098			-	583,098	
Total Fund Balances	\$	1,421,328	\$	705,202	S	2,126,531	

See accompanying notes to the basic financial statements

### FAIRFIELD, HOCKING, LICKING, AND PERRY MULTI-COUNTY JUVENILE DETENTION CENTER FAIRFIELD COUNTY

Statement of Receipts, Disbursements and Changes in Fund Balances - Cash Basis
Governmental Funds
For the Fiscal Year Ended December 31, 2022

	General	Capital Expense Fund	Total Governmental Funds
Receipts			
Intergovernmental	178,158	59,298	237,456
Member County Contributions	2,125,398	* 117	2,125,398
Charges for Services	537,519		537,519
Rent	402,780		402,780
Other	5,615	ا لــــــــــــــــــــــــــــــــــــ	5,615
Total Receipts	3,249,469	59,298	3,308,767
Disbursements			
Current:			
General Government:			
Personal Services	1,971,620	<b>a</b>	1,971,620
Fringe Benefits	748,423	<u>s</u>	748,423
Contractual Services	431,756	46,358	478,114
Materials and Supplies	173,381	¥	173,381
Miscellaneous	558		:=0
Total General Government	3,325,180	46,358	3,371,538
Capital Outlay	13,409	27,155	40,564
Total Disbursements	3,338,590	73,513	3,412,103
Excess of Receipts Over (Under) Dishursements	(89,121)	(14,215)	(103,335)
Other Financing Sources (Uses)			
Transfers In		92,214	92,214
Transfers Out	(92,214)		(92,214)
Total Other Financing Sources (Uses)	(92,214)	92,214	<u> </u>
Net Change in Fund Balances	(181,335)	77,999	(103,335)
Fund Balances January 1. Restated Sec Note 3	1,602,663	627,203	2,229,866
Fund Balances End of Year	1,421,328	705,202	2,126,531

See accompanying notes to the basic financial statements

### FAIRFIELD, HOCKING, LICKING, AND PERRY MULTI-COUNTY JUVENILE DETENTION CENTER FAIRFIELD COUNTY

Statement of Receipts, Disbursements and Changes In Fund Balance - Budget and Actual - Budget Basis General Fund For the Fiscal Year Ended December 31, 2022

		Budgeted A	nounts			***		(Optional) Variance with Final Budget Positive	
		Original		Final		Actual		(Negative)	
Receipts Intergovernmental	S	170 /000		150.000	_				
Member County Contributions	3	170,000 2,177,327	S	170,000 2,177,327	\$	178,158	\$	8,158	
Charges for Services		382,200		382,200		537,519		(51,929)	
Rent		134,138		134,138		402,780		155,319	
Other		7,000		7,000		5,615		268,642 (1,385)	
		71440		*,0020		2,013		(1,363)	
Total Receipts		2,870,665		2,870,665		3,249,469		378,804	
		2,870,665		2,870,665		3,249,469	200		
Disbursements Current:									
General Government:									
Personal Services		2 010 124		0.010.104					
Fringe Benefits		2,010,126		2,010,126		1,971,620		38,506	
Contractual Services		921,310 583,000		921,310		748,423		172,887	
Materials and Supplies		191,700		579,370 200,924		431,756 173,381		147,614	
Miscellaneous		191,700		200,924		173,381		27,542	
Total General Government		3,706,136	-	3,711,730	_	3,325,180		386,549	
Capital Outlay		32,250		32,250		13,409		18,841	
Total Disbursements		3,738,386		3,743,980	_	3,338,590		405,390	
Excess of Receipts Over (Under) Disbursements		(867,721)	_	(873,315)		(89,121)	_	784,194	
Other Financing Sources (Uses) Transfers Out		:*		92.214		(92,214)		(184,428)	
Total Other Financing Sources (Uses)	-			92,214		(92,214)	_	(184,428)	
Net Change in Fund Balance		(867,721)		(781,101)		(181,335)		599,766	
Unencumbered Fund Balance Beginning of Year	\$	1,602,663	s	1.602,663	\$	1,602,663	5		
Prior Year Encumbrances Appropriated				<u>=1</u>		201			
Unencumbered Fund Balance End of Year	S	734,942	ŝ	321,562	S	1,421,328	\$	599,766	

<sup>1</sup>See accompanying notes to the basic financial statements

Notes to the Basic Financial Statements For the Year Ended December 31, 2022

### Note 1 - Reporting Entity

The Fairfield, Hocking, Licking, and Perry Multi-County Detention District, Fairfield County, Ohio (the District) was created on September 22, 2000, in accordance with 2151.343 of the Ohio Revised Code. The District is a body politic and corporate established to exercise the rights and privileges conveyed to it by the constitution and laws of the State of Ohio. The District is a joint venture operated by Fairfield, Hocking, Licking, and Perry Counties for the purpose of providing short-term care in a secure facility for juveniles who are accused, pending court action, adjudicated, or awaiting transfer to another facility.

The District is operated by a twelve-member Joint Board of Commissioners and a twelve-member Board of Trustees. The Joint Board of Commissioners consists of all of the Commissioners from the four counties in the District. The Joint Board of Commissioners exercises total control over the operation of the District, including budgeting, appropriation, contracting, and designating management. The Joint Board of Commissioners appoints the Board of Trustees to operate the District.

The District's purpose is to not accumulate significant financial resources or experience fiscal stress that would cause additional financial benefit to, or burden on, the counties involved.

### Public Entity Risk Pool

The District participates in the County Risk Sharing Authority (CORSA), a public entity risk pool. Note 10 to the financial statements provides additional information for this entity.

The District's management believes these financial statements present all activities for which the District is financially accountable.

### Note 2 - Summary of Significant Accounting Policies

As discussed further in the Basis of Accounting section of this note, these financial statements are presented on a cash basis of accounting. This cash basis of accounting differs from accounting principles generally accepted in the United States of America (GAAP). Generally accepted accounting principles include all relevant Governmental Accounting Standards Board (GASB) pronouncements, which have been applied to the extent they are applicable to the cash basis of accounting. Following are the more significant of the District's accounting policies.

### Basis of Presentation

The District's basic financial statements consist of government-wide financial statements, including a statement of net position and a statement of activities, and fund financial statements which provide a more detailed level of financial information.

Government-Wide Financial Statements The statement of net position and the statement of activities display information about the District as a whole. These statements include the financial activities of the District. All of the District's activities are considered governmental. Governmental activities generally are financed through charges for services, member county contributions, intergovernmental revenues or other non-exchange transactions.

Notes to the Basic Financial Statements For the Year Ended December 31, 2022

### Note 2 - Summary of Significant Accounting Policies (continued)

### Government-Wide Financial Statements (continued)

The statement of net position presents the cash balance of the governmental of the District at year end. The statement of activities compares disbursements with program receipts for each function or program of the District's governmental activities. Disbursements are reported by function. A function is a group of related activities designed to accomplish a major service or regulatory program for which the District is responsible. Program receipts include charges paid by the recipient of the program's goods or services, grants and contributions restricted to meeting the operational or capital requirements of a particular program, and receipts of interest earned on grants that are required to be used to support a particular program. General receipts are all receipts not classified as program receipts, with certain limited exceptions. The comparison of direct disbursements with program receipts identifies the extent to which each governmental function is self-financing on a cash basis or draws from the District's general receipts.

Fund Financial Statements During the year, the District segregates transactions related to certain District functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the District at this more detailed level. The focus of governmental fund financial statements is on major funds. Each major fund is presented in a separate column.

### Fund Accounting

The District uses funds to maintain its financial records during the fiscal year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The funds of the District are governmental.

Governmental Funds The District classifies funds financed primarily from intergovernmental receipts (e.g., grants), charges for services, and other nonexchange transactions as governmental funds. The following are the District's major funds:

**General Fund** The General fund accounts for and reports all financial resources not accounted for and reported in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Ohio.

Capital Expense The Capital Expense Fund accounts for member county contributions and intergovernmental revenues whose use is restricted to a particular purpose.

### Basis of Accounting

The District's financial statements are prepared using the cash basis of accounting. Receipts are recorded in the District's financial records and reported in the financial statements when cash is received rather than when earned and disbursements are recorded when cash is paid rather than when a liability is incurred.

As a result of the use of this cash basis of accounting, certain assets and their related revenues (such as accounts receivable and revenue for billed or provided services not yet collected) and certain liabilities.

Notes to the Basic Financial Statements For the Year Ended December 31, 2022

### Note 2 - Summary of Significant Accounting Policies (continued)

### Basis of Accounting (continued)

and their related expenses (such as accounts payable and expenses for goods or services received but not yet paid, and accrued expenses and liabilities) are not recorded in these financial statements.

### **Budgetary Process**

All funds are legally required to be budgeted and appropriated. The major documents prepared are the tax budget, the certificate of estimated resources, and the appropriations resolution, all of which are prepared on the budgetary basis of accounting. The tax budget demonstrates a need for existing or increased tax rates. The certificate of estimated resources establishes a limit on the amount the District's Joint Board of Commissioners may appropriate.

The appropriations resolution is the Joint Board of Commissioners' authorization to spend resources and sets annual limits on cash disbursements plus encumbrances at the level of control selected by the Joint Board of Commissioners. The legal level of control has been established by the Joint Board of Commissioners fund, function, and object level for all funds.

The certificate of estimated resources may be amended during the fiscal year if projected increases or decreases in receipts are identified by the District's Fiscal Officer. The amounts reported as the original budgeted amounts on the budgetary statements reflect the amounts on the certificate of estimated resources when the original appropriations were adopted. The amounts reported as the final budgeted amounts on the budgetary statements reflect the amounts on the amended certificate of estimated resources in effect at the time final appropriations were passed by the Joint Board of Commissioners.

The appropriation resolution is subject to amendment throughout the year with the restriction that appropriations cannot exceed estimated resources. The amounts reported as the original budgeted amounts reflect the first appropriation resolution for that fund that covered the entire fiscal year, including amounts automatically carried forward from prior fiscal years. The amounts reported as the final budgeted amounts represent the final appropriation amounts passed by the Joint Board of Commissioners during the year.

### Cash and Investments

As required by the Ohio Revised Code, the Fairfield County Treasurer is the custodian for the District's cash and investments. The County's cash and investment pool holds the District's cash and investments, which are reported at the County Treasurer's carrying amount.

### Capital Assets

Acquisitions of property, plant and equipment are recorded as disbursements when paid. These items are not reflected as assets in the accompanying financial statements.

Notes to the Basic Financial Statements For the Year Ended December 31, 2022

### Note 2 - Summary of Significant Accounting Policies (continued)

### Accumulated Leave

In certain circumstances, such as upon leaving employment or retirement, employees are entitled to cash payments for unused leave. Unpaid leave is not reflected as a liability under the District's cash basis of accounting.

### Employer Contributions to Cost-Sharing Pension Plans

The District recognizes the disbursement for employer contributions to cost-sharing pension plans when they are paid. As described in Notes 6 and 7, the employer contributions include portions for pension benefits and for postretirement health care benefits.

### Long-Term Obligations

The District's cash basis financial statements do not report liabilities other long-term obligations. Since recording a capital asset when entering a capital lease is not the result of a cash transaction, neither another financing source nor a capital outlay expenditure is reported at inception. Lease payments are reported when paid. See Note 9 for information on the District's lease.

### Net Position

Net position is reported as restricted when there are limitations imposed on their use through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. Net position for capital outlay includes resources restricted for capital projects relating to the detention center facility.

The District's policy is to first apply restricted resources when a cash disbursement is incurred for purposes for which both restricted and unrestricted net position are available.

### Fund Balance

Fund balance is divided into five classifications based primarily on the extent to which the District is bound to observe constraints imposed upon the use of the resources in the governmental funds. The classifications are as follows:

**Nonspendable** - The nonspendable fund balance category includes amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash. It also includes the long-term amount of interfund loans.

**Restricted** - Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or is imposed by law through constitutional provisions.

Notes to the Basic Financial Statements For the Year Ended December 31, 2022

### Note 2 - Summary of Significant Accounting Policies (continued)

### Fund Balance (continued)

Committed - The committed fund balance classification includes amounts that can be used only for the specific purposes imposed by a formal action (resolution) of the School District Board of Education. Those committed amounts cannot be used for any other purpose unless the School District Board of Education removes or changes the specified use by taking the same type of action (resolution) it employed to previously commit those amounts. Committed fund balance also incorporates contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

Assigned - Amounts in the assigned fund balance classification are intended to be used by the District for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed. These amounts are assigned by the District's Joint Board of Commissioners. In the general fund, assigned amounts represent intended uses established by policies of the Joint Board of Commissioners by resolution or by State Statute.

Unassigned - Unassigned fund balance is the residual classification for the general fund and includes amounts not contained in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance.

The District applies restricted resources first when expenditures are incurred for purposes for which either restricted or unrestricted (committed, assigned, and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

### Note 3 - Change in Accounting Principles Restatement of Net Assets / Fund Equity

For fiscal year 2019, the District reclassified a certain fund as required by the revised fund classification guidance in Governmental Accounting Standard Board (GASB) Statement No. 54. The reclassified fund had the following effect on fund balances previously reported:

### Change in Accounting Principles - Restatement of Net Assest / Fund Equity

Fund	Fund Balance December 31, 2018	GASB 54 change in Fund Structure	Adjusted Fund Balance December 31,2018
General	997.079	(\$455)	996,624
Capital Expense	549.752	455	550,207
<u>~</u>	\$1.546.831	\$0	\$1.546.831

Notes to the Basic Financial Statements For the Year Ended December 31, 2022

### Note 4 - Budgetary Basis of Accounting

The budgetary basis as provided by law is based upon accounting for certain transactions on the basis of cash receipts, disbursements, and encumbrances. The Statement of Receipts, Disbursements and Changes in Fund Balance – Budget and Actual – Budgetary Basis presented for the general fund is prepared on the budgetary basis to provide a meaningful comparison of actual results with the budget. The difference between the budgetary basis and the cash basis is that outstanding year end encumbrances are treated as cash disbursements (budgetary basis) rather than as restricted, committed or assigned fund balance (cash basis). The encumbrances outstanding at year-end (budgetary basis) for 2022 for the General Fund is \$13,383.

### Note 5 - Funding

The Joint Board of Commissioners has the responsibility for funding the District in accordance with one of the following methods:

- 1. In proportion to the number of children from such county who are maintained in the home during the year;
- 2. By a levy submitted to the Joint Board of Commissioners under Division (A) of Section 5705.19 of the Ohio Revised Code and approved by the electors of the District;
- 3. In proportion to the taxable property of each county, as shown on the tax duplicate; and
- 4. In any combination of the above.

### Note 6 - Risk Management

The District\_is exposed to various risks of loss related to torts; theft of damage to or destruction of assets; errors and omissions; employee injuries, and natural disaster. By contracting with the County Risk Sharing Authority (CORSA) for liability, property, and crime insurance, the District has addressed these various types of risk.

The CORSA program has a \$2,500 deductible which is applicable to all insured coverages, including property, automobile, and a \$25,000 deductible for insured liability coverages, including general and professional liability, except for employee dishonesty/faithful performance which has no deductible. General liability insurance is maintained in the amount of \$1,000,000 for each occurrence, no annual aggregate. Other liability insurance includes \$1,000,000 for Ohio Stop Gap, which provides additional coverage beyond the State Workers' Compensation program, \$1,000,000 for errors and omissions liability wrongful acts, \$1,000,000 for automobile liability, \$1,000,000 for employee benefit liability, \$250,000 for uninsured/under insured motorist liability, and \$5,000,000 in excess liability (except for crime coverage and cyber liability). Crime insurance for potential employee dishonesty is held in the amount of \$1,000,000.

Privacy and Security liability coverage is \$1,000,000 per occurrence with an annual aggregate of \$1,000,000. Coverage does contain some sub limits, which are included in aggregate for \$500,000 privacy response expense, \$250,000 for claims expense, regulatory proceedings, penalties, and \$250,000 for PCI-DSS assessments.

Notes to the Basic Financial Statements For the Year Ended December 31, 2022

### Note 6 - Risk Management (continued)

### Self-Insurance

The County has a limited risk health insurance and prescription insurance program for employees. Premiums for the County plan are paid into the Self-Funded Health Insurance Internal Service Fund by other funds that are available to pay claims, claim reserves, and administrative costs. The County's Self-Funded Health Insurance Internal Service Fund makes monthly payments directly to the third-party administrator. Health is provided by United Health Care and drug is provided by OptumRX.

### Note 7 - Defined Benefit Pension Plans

### Plan Description - Ohio Public Employees Retirement System (OPERS)

Plan Description – Commission employees participate in the Ohio Public Employees Retirement System (OPERS). OPERS administers three separate pension plans. The traditional pension plan is a cost-sharing, multiple-employer defined benefit pension plan. The member-directed plan is a defined contribution plan and the combined plan is a combination cost-sharing, multiple-employer defined benefit/defined contribution pension plan. While members (c.g., Commission employees) may elect the member-directed plan and the combined plan, substantially all employee members are in OPERS' traditional plan; therefore, the following disclosure focuses on the traditional pension plan.

OPERS provides retirement, disability, survivor and death benefits, and annual cost of living adjustments to members of the traditional and combined plans. Authority to establish and amend benefits is provided by Chapter 145 of the Ohio Revised Code. OPERS issues a stand-alone financial report that includes financial statements, required supplementary information and detailed information about OPERS' fiduciary net position that may be obtained by visiting <a href="https://www.opers.org/financial/reports.shtml">https://www.opers.org/financial/reports.shtml</a>, by writing to the Ohio Public Employees Retirement System, 277 East Town Street, Columbus, Ohio 43215-4642, or by calling 800-222-7377.

Senate Bill (SB) 343 was enacted into law with an effective date of January 7, 2013. In the legislation, members in the traditional and combined plans were categorized into three groups with varying provisions of the law applicable to each group. The following table provides age and service requirements for retirement and the retirement formula applied to final average salary (FAS) for the three member groups under the traditional and combined plans as per the reduced benefits adopted by SB 343 (see OPERS CAFR referenced above for additional information, including requirements for reduced and unreduced benefits):

Notes to the Basic Financial Statements For the Year Ended December 31, 2022

### Note 7 - Defined Benefit Pension Plans (continued)

### Ohio Public Employees Retirement System (OPERS) (continued)

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G	$r_0$	u	p.	Α

Eligible to retire prior to January 7, 2013 or five years after January 7, 2013

### Group B

20 years of service credit prior to January 7, 2013 or eligible to retire ten years after January 7, 2013

### Group C

Members not in other Groups and members hired on or after January 7, 2013

### State and Local

### Age and Service Requirements:

Age 60 with 60 months of service credit or Age 55 with 25 years of service credit

### Traditional Plan Formula:

2.2% of FAS multiplied by years of service for the first 30 years and 2.5% for service years in excess of 30

### State and Local

### Age and Service Requirements:

Age 60 with 60 months of service credit or Age 55 with 25 years of service credit

### Traditional Plan Formula:

2.2% of FAS multiplied by years of service for the first 30 years and 2.5% for service years in excess of 30

### State and Local

### Age and Service Requirements:

Age 57 with 25 years of service credit or Age 62 with 5 years of service credit

### Traditional Plan Formula:

2.2% of FAS multiplied by years of service for the first 35 years and 2.5% for service years in excess of 35

Final average Salary (FAS) represents the average of the three highest years of earnings over a member's career for Groups  $\Lambda$  and B. Group C is based on the average of the five highest years of earnings over a member's career.

Members who retire before meeting the age and years of service credit requirement for unreduced benefits receive a percentage reduction in the benefit amount.

When a traditional plan benefit recipient has received benefits for 12 months, current law provides for an annual cost of living adjustment (COLA). This COLA is calculated on the base retirement benefit at the date of retirement and is not compounded. Members retiring under the combined plan receive a cost—of—living adjustment on the defined benefit portion of their pension benefit. For those retiring prior to January 7, 2013, current law provides for a 3 percent COLA. For those retiring subsequent to January 7, 2013, beginning in calendar year 2019, current law provides that the COLA will be based on the average percentage increase in the Consumer Price Index, capped at 3 percent.

Defined contribution plan benefits are established in the plan documents, which may be amended by the Board. Member-directed plan and combined plan members who have met the retirement eligibility requirements may apply for retirement benefits. The amount available for defined contribution benefits in the combined plan consists of the member's contributions plus or minus the investment gains or losses resulting from the member's investment selections. Combined plan members wishing to receive benefits must meet the requirements for both the defined benefit and defined contribution plans. Member-directed participants must have attained the age of 55, have money on deposit in the defined contribution plan and have terminated public service to apply for retirement benefits. The amount available for defined contribution benefits in the member-directed plan consists of the members' contributions, vested employer contributions and investment gains or losses resulting from the members' investment selections. Employer contributions and associated investment earnings vest over a five-year period, at a rate of 20 percent each year. At retirement, members may select one of several distribution options for payment of the vested balance in their individual OPERS accounts. Options include the annuitization of the benefit (which includes joint and survivor options), partial lump-sum payments (subject to limitations), a rollover.

Notes to the Basic Financial Statements For the Year Ended December 31, 2022

### Note 7 - Defined Benefit Pension Plans (continued)

### Ohio Public Employees Retirement System (OPERS) (continued)

of the vested account balance to another financial institution, receipt of entire account balance, net of taxes withheld, or a combination of these options.

Funding Policy - The Ohio Revised Code (ORC) provides statutory authority for member and employer contributions as follows:

	State
	and Local
2021 Statutory Maximum Contribution Rates	
Employer	14.0 %
Employee *	10.0 %
2021 Actual Contribution Rates	
Employer:	
Pension ****	13.0 %
Post-employment Health Care Benefits ****	1.0
Total Employer	14.0 %
Employee =	10.0 %

- \* Member contributions within the combined plan are not used to fund the defined benefit retirement allowance.
- \*\*\*\* These pension and employer health care rates are for the traditional and combined plans. The employer contributions rate for the member-directed plan is allocated 4 percent for health care with the remainder going to pension.

Employer contribution rates are actuarially determined and are expressed as a percentage of covered payroll. For 2022, the Commission's contractually required contribution was \$270,932 for the traditional plan. For 2022, 96% has been contributed with the balance contributed in January 2022.

### Note 8 - Postemployment Benefits

### Plan Description - Ohio Public Employees Retirement System (OPERS)

Plan Description - The Ohio Public Employees Retirement System (OPERS) administers three separate pension plans: the traditional pension plan, a cost-sharing, multiple-employer defined benefit pension plan; the member-directed plan, a defined contribution plan; and the combined plan, a cost-sharing, multiple-employer defined benefit pension plan that has elements of both a defined benefit and defined contribution plan.

Notes to the Basic Financial Statements For the Year Ended December 31, 2022

### Note 8 – Postemployment Benefits (continued)

### Plan Description - Ohio Public Employees Retirement System (OPERS) (continued)

OPERS maintains a cost-sharing, multiple-employer defined benefit post-employment health care trust, which funds multiple health care plans including medical coverage, prescription drug coverage and deposits to a Health Reimbursement Arrangement to qualifying benefit recipients of both the traditional pension and the combined plans. This trust is also used to fund health care for member-directed plan participants, in the form of a Retiree Medical Account (RMA). At retirement or refund, member directed plan participants may be eligible for reimbursement of qualified medical expenses from their vested RMA balance.

In order to qualify for postemployment health care coverage, age and service retirees under the traditional pension and combined plans must have twenty or more years of qualifying Ohio service credit with a minimum age of 60, or generally 30 years of qualifying service at any age. Health care coverage for disability benefit recipients and qualified survivor benefit recipients is available. The health care coverage provided by OPERS meets the definition of an Other Post Employment Benefit (OPEB) as described in GASB Statement 75. See OPERS' CAFR referenced below for additional information.

The Ohio Revised Code permits, but does not require, OPERS to provide health care to its cligible benefit recipients. Authority to establish and amend health care coverage is provided to the Board in Chapter 145 of the Ohio Revised Code.

Disclosures for the health care plan are presented separately in the OPERS financial report. Interested parties may obtain a copy by visiting <a href="https://www.opers.org/financial/reports.shtml">https://www.opers.org/financial/reports.shtml</a>, by writing to OPERS, 277 East Town Street, Columbus, Ohio 43215-4642, or by calling (614) 222-5601 or 800-222-7377.

Funding Policy - The Ohio Revised Code provides the statutory authority allowing public employers to fund postemployment health care through their contributions to OPERS. When funding is approved by OPERS' Board of Trustees, a portion of each employer's contribution to OPERS is set aside to fund OPERS health care plans. Beginning in 2018, health care was no longer being funded.

Employer contribution rates are expressed as a percentage of the earnable salary of active members. In 2020, state and local employers contributed at a rate of 14.0 percent of earnable salary. These are the maximum employer contribution rates permitted by the Ohio Revised Code. Active member contributions do not fund health care. Each year, the OPERS Board determines the portion of the employer contribution rate that will be set aside to fund health care plans. As recommended by OPERS' actuary, beginning January 1, 2018, OPERS no longer allocated a portion of its employer contributions to health care for the traditional plan and the combined plan. The OPERS Board is also authorized to establish rules for the retirce or their surviving beneficiaries to pay a portion of the health care provided. Payment amounts vary depending on the number of covered dependents and the coverage selected. The employer contribution as a percentage of covered payroll deposited into the RMA for participants in the Member-Directed Plan for 2020 was 4.0 percent.

Employer contribution rates are actuarially determined and are expressed as a percentage of covered payroll.

Notes to the Basic Financial Statements For the Year Ended December 31, 2022

### Note 9 – Other Employer Benefits

The District also provides dental, vision, and Employee Assistance Program (EAP) for all eligible employees. Dental is provided by Delta Dental vision is provided by Vision Service Plan, and EAP is provided by United Behavioral Health.

The District provides life insurance and accidental death and dismemberment insurance to most employees through the Guardian Insurance Company.

### Note 10 - Leases

The District leases copiers under a noncancelable leases. The District disbursed \$11,471 to pay lease costs for the year ended December 31, 2022. Future lease payments, including interest, are as follows:

Year	Amount
2023	13,328
2024-2027	53,311_
Total	\$66,638

### Note 11 - Contingent Liabilities

Amounts grantor agencies pay to the District are subject to audit and adjustment by the grantor, principally the federal government. Grantors may require refunding any disallowed costs. Management cannot presently determine amounts grantors may disallow. However, based on prior experience, management believes any refunds would be immaterial.

### Note 12 - Public Entity Risk Pool

The County Risk Sharing Authority, Inc. (CORSA) is a shared risk pool among sixty-six counties in Ohio. CORSA was formed as an Ohio non-profit corporation for the purpose of establishing the CORSA Insurance/Self Insurance Program, a group primary and excess insurance/self-insurance and risk management program. Member counties agree to jointly participate in coverage of losses and pay all contributions necessary for the specified insurance coverage provided by CORSA. The coverage includes comprehensive general liability, automobile liability, certain property insurance, and public officials' errors and omissions liability insurance.

Each member has one vote on all matters requiring a vote, which will be cast by a designated representative. An elected board of not more than nine trustees manages the affairs of the Corporation. Only County Commissioners of member counties are eligible to serve on the board. No county may have more than one representative on the board at any time. Each member's control over

Notes to the Basic Financial Statements For the Year Ended December 31, 2022

### Note 12 - Public Entity Risk Pool (continued)

the budgeting and financing of CORSA is limited to its voting authority and any representation it may have on the board of trustees. CORSA has issued certificates of participation in order to provide adequate cash reserves. The certificates are secured by the members' obligations to make coverage payments to CORSA. The participating members have no responsibility for the payment of the certificates. The District does not have an equity interest in CORSA. The District's payment for insurance to CORSA in 2022 was \$26,410.

### Note 13 - Fund Balances

Fund balance is classified as nonspendable, restricted, committed, assigned and/or unassigned based primarily on the extent to which the District is bound to observe constraints imposed upon the use of the resources in the government funds. The constraints placed on fund balance for the major governmental funds and are presented below.

Fund Balances	General Fund	Capital Expense	l'otal
Committed to			
Capital Improvements		705,202	705,202
Total Committed		705,202	705,202
Assigned to			
Purchases on Order	13,383	120	13.383
Subsequent Year's Appropriations	824,847	( <u>*</u>	824,847
Total Assigned	838,231	<u></u>	838.231
Unassigned (deficits):	583,098	627,203	1,210,301
Total Fund Balances	\$1,421,328	\$627,203	\$2,048.531

### Note 14 – Other Commitments

The District utilizes encumbrances accounting as part of its budgetary controls. Encumbrances outstanding at year end may be reported as part of restricted, committed, or assigned classifications of fund balance. At fiscal year ended December 31, 2022, the District's commitments for encumbrances in the General governmental fund was \$13,383.

### FAIRFIELD COUNTY

# YEAR-TO-DATE-BUDGET REPORT

ACCOUNTS FOR: 7564 JUV DETENTION CENT ORIGINAL APPROP TRANFRS/	ER ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
43 INTERGOVERMENTAL REV						
10 GEN GOVT - LEGISLATIVE AND EXE						
433000 INTERGOVERNMENTAL REVENUES	0.00	-120,000.00	-84,266.95	0.00	-35,733.05	70.2%
433010 DEPOSITS-PERRY COUNTY -207,717.00	00.00	-207,717.00	-155,787.75	00.00	-51,929.25	75.0%
433015 DEPOSITS-LICKING COUNTY -1,324,262.00	00.00	-1,324,262.00	-1,354,635.75	00.00	30,373.75	102.3%
433020 DEPOSITS-HOCKING COUNTY -121,495.00	00.00	-121,495.00	-91,121.25	00.00	-30,373.75	75.0%
433030 SCHOOL LUNCH REIMB -50,000.00	00.00	-50,000.00	-93,890.75	0.00	43,890.75	187.8%
TOTAL GEN GOVT - LEGISLATIVE A -1,823,474.00	00.00	-1,823,474.00	-1,779,702.45	0.00	-43,771.55	97.6%
TOTAL INTERGOVERMENTAL REV -1,823,474.00	00.0	-1,823,474.00	-1,779,702.45	0.00	-43,771.55	97.6%
44 CHARGES FOR SERVICES						
10 GEN GOVT - LEGISLATIVE AND EXE						
434020 SCHOOL TUITION -382,200.00	00.00	-382,200.00	-537,518.86	0.00	155,318.86	140.6%
TOTAL GEN GOVT - LEGISLATIVE A -382,200.00	00.00	-382,200.00	-537,518.86	0.00	155,318.86	140.6%
TOTAL CHARGES FOR SERVICES -382,200.00	00.0	-382,200.00	-537,518.86	0.00	155,318.86	140.6%
46 INVEST FARNINGS/RENT						

46 INVEST EARNINGS/RENT

10 GEN GOVT - LEGISLATIVE AND EXE

FOR 2022 12

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### YEAR-TO-DATE-BUDGET REPORT **FAIRFIELD COUNTY**

FOR 2022 12						
ACCOUNTS FOR: 7564 JUV DETENTION CENT	'ER 'ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
436200 RENTS AND ROYALTIES -134,138.00	00.00	-134,138.00	-402,780.00	00.0	268,642.00	300.3%
TOTAL GEN GOVT - LEGISLATIVE A -134,138.00	0.00	-134,138.00	-402,780.00	0.00	268,642.00	300.3%
TOTAL INVEST EARNINGS/RENT -134,138.00	00.00	-134,138.00	-402,780.00	0.00	268,642.00	300.3%
48 OTHER RECEIPTS						
10 GEN GOVT - LEGISLATIVE AND EXE						
438000 OTHER RECEIPTS	0.00	-7,000.00	-2,572.33	0.00	-4,427.67	36.7%
4380119 BWC REFUND 0.00	00.00	00.00	-3,042.73	00.00	3,042.73	100.0%
TOTAL GEN GOVT - LEGISLATIVE A -7,000.00	0.00	-7,000.00	-5,615.06	0.00	-1,384.94	80.2%
TOTAL OTHER RECEIPTS -7,000.00	00.00	-7,000.00	-5,615.06	0.00	-1,384.94	80.2%
49 OTHER FINANCING SOUR						
10 GEN GOVT - LEGISLATIVE AND EXE						
439100 INTERFUND TRANSFERS IN -523,853.00	0.00	-523,853.00	-523,853.00	00.0	0.00	100.0%
TOTAL GEN GOVT - LEGISLATIVE A -523,853.00	0.00	-523,853.00	-523,853.00	0.00	0.00	100.0%
TOTAL OTHER FINANCING SOUR -523,853.00	00.00	-523,853.00	-523,853.00	0.00	00.00	100.0%
SI SALARIES AND WAGES						

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# YEAR-TO-DATE-BUDGET REPORT

FOR 2022 12						
ACCOUNTS FOR: 7564 JUV DETENTION CENT ORIGINAL APPROP TRANFRS/	ENTER RS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
511010 SALARY, EMPLOYEES 1,867,126.00	-15,000.00	1,852,126.00	1,835,031.55	0.00	17,094.45	99.1%
SIZOID SALARY, PARI-TIME EMPLOYEE	7,000.00	7,000.00	2,982.46	00.00	4,017.54	42.6%
513000 OT, OVERTIME 130,000.00	-4,000.00	126,000.00	113,679.57	00.00	12,320.43	90.2%
SIAULU VACATION PAYOUT	8,000.00	21,000.00	17,861.41	00.00	3,138.59	85.1%
S14020 SICK PAYOU! 0.00	4,000.00	4,000.00	2,064.83	00.00	1,935.17	51.6%
TOTAL GEN GOVT - LEGISLATIVE 2,010,126.00	A 0.00	2,010,126.00	1,971,619.82	0.00	38,506.18	98.1%
TOTAL SALARIES AND WAGES 2,010,126.00	00.00	2,010,126.00	1,971,619.82	0.00	38,506.18	98.1%
52 FRINGE BENEFITS 10 GEN GOVT - LEGISLATIVE AND EXE						
521000 HEALTH INSURANCE 560,640.00	-500.00	560,140.00	420,236.98	0.00	139,903.02	75.0%
521025 HLTH INS - EAP	500.00	500.00	42.20	00.00	457.80	8.4%
SZILOO LIFE INSURANCE 5,000.00	0.00	5,000.00	1,031.80	00.00	3,968.20	20.6%
522000 MEDICARE 29,147.00	00.00	29,147.00	27,607.62	00.00	1,539.38	94.7%
523000 RETIREMENT-PERS	00.00	281,418.00	270,105.80	00.00	11,312.20	%0.96
523010 RETIREMENT-STRS 0.00	00.00	00.00	64.10	00.00	-64.10	100.0%
525000 UNEMPLOYMENT 20,000.00	-4,000.00	16,000.00	305.18	0.00	15,694.82	1.9%
SZ6UUU WORKERS COMP 25,105.00	4,000.00	29,105.00	29,029.56	00.00	75.44	%2.66
TOTAL GEN GOVT - LEGISLATIVE 921,310.00	A 0.00	921,310.00	748,423.24	0.00	172,886.76	81.2%
TOTAL FRINGE BENEFITS 921,310.00	00.00	921,310.00	748,423.24	00.0	172,886.76	81.2%

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### FAIRFIELD COUNTY

# YEAR-TO-DATE-BUDGET REPORT

FOR 2022 12		THE REAL PROPERTY.				
ACCOUNTS FOR: 7564 JUV DETENTION CENTE ORIGINAL APPROP TRANFRS/	ENTER FR <b>S/</b> ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES AV/	AVAILABLE BUDGET	% USED
53 CONTRACTUAL SERVICES						
10 GEN GOVT - LEGISLATIVE AND EXE						
530000 CONTRACTUAL SERVICES 112,000.00	00.00	112,000.00	82,410.59	4,866.00	24,723.41	77.9%
532000 FROTESSIONAL SERVICES 270,000.00	0.00	270,000.00	216,284.52	0.00	53,715.48	80.1%
541000 CITELITES (GAS) WAIEN SEWAGE 152,000.00	-17,000.00	135,000.00	98,209.00	0.00	36,791.00	72.7%
TESONO TRANS & MAIN EAFENSE 40,000.00	13,370.14	53,370.14	29,269.54	4,230.73	19,869.87	62.8%
9,000.00	00.00	00.000,6	5,582.47	0.00	3,417.53	62.0%
TOTAL GEN GOVT - LEGISLATIVE A 583,000.00	A -3,629.86	579,370.14	431,756.12	6,096.73	138,517.29	76.1%
TOTAL CONTRACTUAL SERVICES 583,000.00	-3,629.86	579,370.14	431,756.12	9,096.73	138,517.29	76.1%
56 MATERIALS AND SUPPLI						
10 GEN GOVT - LEGISLATIVE AND EXE						
560000 MATERIALS & SUPPLIES 30,000.00	2,398.89	32,398.89	25,062.07	240.00	7,096.82	78.1%
7,000.00	00.00	7,000.00	5,048.44	0.00	1,951.56	72.1%
SOLUCIO GENERAL OFFILE SOFFLIES 8,000.00	0.00	8,000.00	4,740.47	0.00	3,259.53	59.3%
700,00	0.00	700.00	379.39	0.00	320.61	54.2%
SELUCIO EDUCALIDADE SOFILIES 13,000.00	-951.52	12,048.48	10,430.26	0.00	1,618.22	86.6%
5,000.00	0.00	5,000.00	1,171.81	0.00	3,828.19	23.4%
21,500.00	-48.48	21,451.52	13,586.95	336.54	7,528.03	64.9%

Report generated: 01/10/2023 14:33 User: cw13936 Program ID: glytdbud

01/24/2023

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# YEAR-TO-DATE-BUDGET REPORT

FOR 2022 12						
ACCOUNTS FOR: 7564 JUV DETENTION CENT ORIGINAL APPROP TRANFRS/	CENTER FRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
562000 ENEGERY 1,500.00	-1,500.00	0.00	0.00	0.00	0.00	%0:
302000 FUEL (GASOLINE/DIESEL) 0.00	1,500.00	1,500.00	1,496.46	0.00	3.54	88.66
563000 F00D 105,000.00	7,824.81	112,824.81	111,465.40	603.72	755.69	99.3%
TOTAL GEN GOVT - LEGISLATIVE A 191,700.00	A 9,223.70	200,923.70	173,381.25	1,180.26	26,362.19	86.9%
TOTAL MATERIALS AND SUPPLI 191,700.00	9,223.70	200,923.70	173,381.25	1,180.26	26,362.19	86.9%
57 CAPITAL OUTLAY						
10 GEN GOVT - LEGISLATIVE AND EXE						
574000 EQUIPMENT, SOFTWARE & FIXT 32,250.00	00.00	32,250.00	13,409.44	3,106.29	15,734.27	51.2%
TOTAL GEN GOVT - LEGISLATIVE A 32,250.00	A 0.00	32,250.00	13,409.44	3,106.29	15,734.27	51.2%
TOTAL CAPITAL OUTLAY 32,250.00	0.00	32,250.00	13,409.44	3,106.29	15,734.27	51.2%
70 TRANSFER						
10 GEN GOVT - LEGISLATIVE AND EXE						
700000 TRANSFERS 0.00	92,214.10	92,214.10	92,214.10	00.00	00.00	100.0%
TOTAL GEN GOVT - LEGISLATIVE A 0.00	A 92,214.10	92,214.10	92,214.10	0.00	00.0	100.0%
TOTAL TRANSFER 0.00	92,214.10	92,214.10	92,214.10	0.00	0.00	100.0%

Report generated: 01/10/2023 14:33 User: cw13936 Program ID; glytdbud

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## YEAR-TO-DATE-BUDGET REPORT

	% USED	20.2%		
	ENCUMBRANCES AVAILABLE BUDGET % USED	770,811.06	378,804.37	392,006.69
	ENCUMBRANCES	13,383.28	0.00	13,383.28
	YTD ACTUAL	181,334.60	-3,249,469.37	3,430,803.97
	REVISED BUDGET	965,528.94	-2,870,665.00	3,836,193.94
	CENTER F <b>RS/</b> ADJSMTS	97,807.94	0.00	97,807.94
FOR 2022 12	ACCOUNTS FOR: 7564 JUV DETENTION CENTER ORIGINAL APPROP TRANFRS/ADJSMTS	TOTAL JUV DETENTION CENTER 867,721.00	TOTAL REVENUES -2,870,665.00	3,738,386.00



### FAIRFIELD COUNTY

# YEAR-TO-DATE-BUDGET REPORT

FOR 2022 12						
ACCOUNTS FOR: 7711 CAPITAL EXPENSI ORIGINAL APPROP	EXPENSE FUND TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
43 INTERGOVERMENTAL REV						
90 CAPITAL OUTLAY						
433000 INTERGOVERNMENTAL REVENUES 0.00	00.00	00.00	-59,298.00	0.00	59,298.00	100.0%
TOTAL CAPITAL OUTLAY	00.00	0.00	-59,298.00	0.00	59,298.00	100.0%
TOTAL INTERGOVERMENTAL REV 0.00	0.00	00.00	-59,298.00	0.00	59,298.00	100.0%
49 OTHER FINANCING SOUR						
90 CAPITAL OUTLAY						
439100 INTERFUND TRANSFERS IN 0.00	-92,214.10	-92,214.10	-92,214.10	0.00	0.00	100.0%
TOTAL CAPITAL OUTLAY	-92,214.10	-92,214.10	-92,214.10	0.00	0.00	100.0%
TOTAL OTHER FINANCING SOUR 0.00	-92,214.10	-92,214.10	-92,214.10	0.00	0.00	100.0%
53 CONTRACTUAL SERVICES						
90 CAPITAL OUTLAY						
542000 GRNDS & MAINT EXPENSE 0.00	46,357.76	46,357.76	46,357.76	0.00	0.00	100.0%
TOTAL CAPITAL OUTLAY	46,357.76	46,357.76	46,357.76	0.00	0.00	100.0%
TOTAL CONTRACTUAL SERVICES 0.00	46,357.76	46,357.76	46,357.76	0.00	00.00	100.0%

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### FAIRFIELD COUNTY

# YEAR-TO-DATE-BUDGET REPORT

FOR 2022 12						
ACCOUNTS FOR: 7711 CAPITAL EXPENSE FU ORIGINAL APPROP TRANFRS	E FUND IFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
57 CAPITAL OUTLAY 90 CAPITAL OUTLAY						
574000 EQUIPMENT, SOFTWARE & FIXT 0.00	45,856.34	45,856.34	27,155.00	0.00	18,701.34	59.2%
TOTAL CAPITAL OUTLAY	45,856,34	45,856.34	27,155,00	0.00	18,701.34	59.2%
TOTAL CAPITAL OUTLAY 0.00	45,856.34	45,856.34	27 155.00	0.00	18,701.34	59.2%
TOTAL CAPITAL EXPENSE FUND 0.00	0.00	0.00	-77,999.34	0.00	77,999.34	100.0%
TOTAL REVENUES 0.00 TOTAL EXPENSES 0.00	-92,214.10 92,214.10	-92,214.10 92,214.10	-151,512.10 73,512.76	0.00 0.00	59,298.00 18,701.34	

9



# YEAR-TO-DATE-BUDGET REPORT

RIGINAL APPROP	ORIGINAL APPROP TRANF <b>RS/</b> ADJSMTS REVISED BUDGET	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	ENCUMBRANCES AVAILABLE BUDGET % USED	% USED
GRAND TOTAL						
867 771 00	97.807.94	965.528.94	103.335.26	13,383.28	848,810.40 12.1%	12.1%

\*\* END OF REPORT - Generated by Christopher Wagner \*\*

Report generated: 01/10/2023 14:33 User: cw13936 Program ID: glytdbud

## FAIRFIELD COUNTY

# YEAR-TO-DATE-BUDGET REPORT

REPORT OPTIONS

Field Name Field value Field value Fund SuBFUND 73 SUBTUX/PROG DEPTACTIVITY REPORT CODE MAJOR FUNC CERTIFICATE Character Code Of good object Account type

Report generated: 01/10/2023 14:33 User: CW13936 Program ID: glytdbud



# FAIRFIELD COUNTY YEAR-TO-DATE-BUDGET REPORT

REPORT OPTIONS

Account status Rollup Code Report generated: 01/10/2023 14:33 User: cW13936 Program ID: glytdbud

## 2023 Payroll Schedule

01/24/202	Payroll Boginging Date	Payroll Ending Date	Davidate	Changes	Time Entry	Detail Proof
varrant	ספצווווווא חמופ	בוומוווט טמות	rayaate	Dae by 12:00 pill	Dae by 12:00 pm	20 C C C C C C C C C C C C C C C C C C C
2301	December 17, 2022	December 30, 2022	January 13, 2023	December 30, 2022	January 4, 2023	January 6, 2023
2302	December 31, 2022	January 13, 2023	January 27, 2023	January 13, 2023	January 18, 2023	January 20, 2023
2303	January 14, 2023	January 27, 2023	February 10, 2023	January 27, 2023	February 1, 2023	February 3, 2023
2304	January 28, 2023	February 10, 2023	February 24, 2023	February 10, 2023	February 15, 2023	February 17, 2023
2305	February 11, 2023	February 24, 2023	March 10, 2023	February 24, 2023	March 1, 2023	March 3, 2023
2306	February 25, 2023	March 10, 2023	March 24, 2023	March 10, 2023	March 15, 2023	March 17, 2023
2307	March 11, 2023	March 24, 2023	April 7, 2023	March 24, 2023	March 29, 2023	March 31, 2023
2308	March 25, 2023	April 7, 2023	April 21, 2023	April 7, 2023	April 12, 2023	April 14, 2023
2309	April 8, 2023	April 21, 2023	May 5, 2023	April 21, 2023	April 26, 2023	April 28, 2023
2310	April 22, 2023	May 5, 2023	May 19, 2023	May 5, 2023	May 10, 2023	May 12, 2023
2311	May 6, 2023	May 19, 2023	June 2, 2023	May 19, 2023	May 24, 2023	May 26, 2023
2312	May 20, 2023	June 2, 2023	June 16, 2023	June 2, 2023	June 7, 2023	June 9, 2023
2313	June 3, 2023	June 16, 2023	June 30, 2023	June 16, 2023	June 21, 2023	June 23, 2023
2314	June 17, 2023	June 30, 2023	July 14, 2023	June 30, 2023	July 5, 2023	July 7, 2023
2315	July 1, 2023	July 14, 2023	July 28, 2023	July 14, 2023	July 19, 2023	July 21, 2023
2316	July 15, 2023	July 28, 2023	August 11, 2023	July 28, 2023	August 2, 2023	August 4, 2023
2317	July 29, 2023	August 11, 2023	August 25, 2023	August 11, 2023	August 16, 2023	August 18, 2023
2318	August 12, 2023	August 25, 2023	September 8, 2023	August 25, 2023	August 30, 2023	September 1, 2023
2319	August 26, 2023	September 8, 2023	September 22, 2023	September 8, 2023	September 13, 2023	September 15, 2023
2320	September 9, 2023	September 22, 2023	October 6, 2023	September 22, 2023	September 27, 2023	September 29, 2023
2321	September 23, 2023	October 6, 2023	October 20, 2023	October 6, 2023	October 11, 2023	October 13, 2023
2322	October 7, 2023	October 20, 2023	November 3, 2023	October 20, 2023	October 25, 2023	October 27, 2023
2323	October 21, 2023	November 3, 2023	November 17, 2023	November 3, 2023	November 8, 2023	November 10, 2023
2324	November 4, 2023	November 17, 2023	<b>December 1, 2023</b>	November 17, 2023	November 22, 2023	November 27, 2023
2325	November 18, 2023	December 1, 2023	December 15, 2023	December 1, 2023	December 6, 2023	December 8, 2023
2326	December 2, 2023	December 15, 2023	December 29, 2023	December 15, 2023	December 20, 2023	December 22, 2023

\*\*\*\*PLEASE NOTE DUE DATE TIME CHANGES ABOVE\*\*\*

#### FAIRFIELD COUNTY SHERIFF'S OFFICE RECONCILIATION OF BANK CHECKING ACCOUNT FOR FURTHERANCE OF JUSTICE FUNDS UNIFIED BANK A/C# 40000689 FOR THE MONTH ENDING December 31, 2022

Balance per bank statement @ 12/31/22	\$ 1,853	3.89

#### Less outstanding checks:

**TOTAL OF PENDING ITEMS** 

**BALANCE AFTER PENDING ITEMS** 

	Check #	<u>Date</u>	Payee	Ame	ount	
	2101	10/11/2022	Huntington National Bank	\$	15.00	
	2110	12/14/2022	Big Ideas	\$	237.00	
	2114	12/28/2022	•	\$	250.00	
	2115	12/28/2022	Bremen Area Chamber	\$	100.00	
Total Outs	standing Chec	ks		\$	602.00	\$ 602.00
Adjusted E	Bank balance	as of 12/31/22				\$ 1,251.89
Reconcilir	r checkbook @ ng items: E FOUND	D 12/31/22		\$	-	\$ 1,251.89
Total Rec	onciling Items					\$ -
Adjusted (	Check Book B	alance @ 12/31	1/22			\$ 1,251.89
Difference						\$ -
PENDING	ITEMS					

01/24/2023 076

\$ 1,251.89

current balance



PO Box 10, 201 S. Fourth Street, Martins Ferry, OH 43935

#### ADDRESS SERVICE REQUESTED

>002567 7131715 0001 93274 102 104

FAIRFIELD COUNTY TREASURERS OFFICE SHERIFF'S DEPARTMENT
FURTHERANCE OF JUSTICE
345 LINCOLN AVE
LANCASTER OH 43130-3715

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#### Statement Ending 12/31/2022

Page 1 of 4

#### **Managing Your Accounts**

m

Branch

Unified Bank - Lancaster

Downtown

(i)

Toll-Free

888.275.5566



Branch Phone

740.654.0900

X

Mailing Address

201 N Columbus St Lancaster, OH 43130



Website

UnifiedBank.com



#### Summary of Accounts

Federal law requires us to tell you how we collect, share, and protect your personal information.

Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at <a href="https://unifiedbank.com/privacy-policy">https://unifiedbank.com/privacy-policy</a> or we will mail you a free copy upon request if you call us at 888-275-5566

**Account Type** 

**Account Number** 

**Ending Balance** 

Free Business Checking

40000689

\$1,853.89

#### Free Business Checking-40000689

#### **Account Summary**

Date 12/01/2022 Description

Beginning Balance

Amount \$13,433.50

Description

Minimum Balance

Amount \$1,853.89

\$0.00

0 Credit(s) This Period8 Debit(s) This Period

\$11,579.61

12/31/2022

**Ending Balance** 

\$1,853.89

#### Checks Cleared

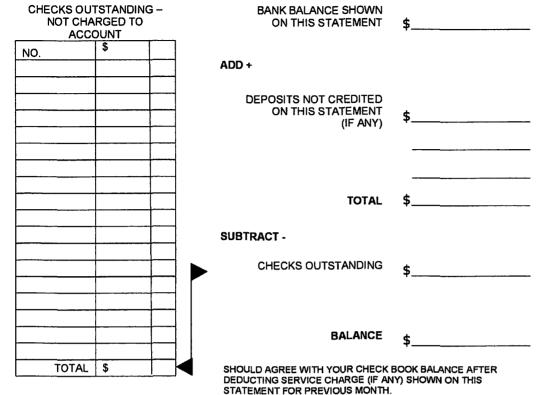
Check Nbr	Date	Amount	Check Nbr	Date	Amount
2097	12/21/2022	\$7,271.73	2109*	12/20/2022	\$350.00
2105*	12/07/2022	\$595.00	2111*	12/23/2022	\$450.00
2106	12/06/2022	\$258.06	2112	12/16/2022	\$60.00
2107	12/19/2022	\$2,352.32	2113	12/28/2022	\$242.50
* Indicates skipped ch	eck number				

#### **Daily Balances**

Date	Amount	Date	Amount	Date	Amount
12/01/2022	\$13,433.50	12/16/2022	\$12,520.44	12/21/2022	\$2,546.39
12/06/2022	\$13,175.44	12/19/2022	\$10,168.12	12/23/2022	\$2,096.39
12/07/2022	\$12,580.44	12/20/2022	\$9,818.12	12/28/2022	\$1,853.89

## CSTMTADV 1071 0001 124 07 20221231 PG 1 OF 2 00129988 45538599.4

#### THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR BANK STATEMENT



Please examine immediately and report if incorrect. If no reply is received within 60 days, the account will be considered correct.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS (Consumer Accounts Only) If you think your statement or receipt is wrong or if you need more information about a transfer on a statement or receipt, telephone or write us as soon as you can at the telephone number or address which appears on page one of your statement. We must here from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You must:

- (1) Tell us your name and account number;
- (2) Describe the error or the transfer you are unsure about (including the date it occurred), and explain as clearly as you can why you believe it is in error or why you need more information; and
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and correct any error promptly. We may take up to 45 days to complete our investigation (90 days for transfers initiated outside the U.S. or resulting from point-of-sale debit-card transactions). If we take more than 10 business days (5 days for certain debit card transactions; 20 days for certain new accounts), we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it takes to complete our investigation.

Check 21 Notification: If you request the return of your original checks you may receive a "Substitute Check" in response. The Substitute Check is the legal equivalent of an original check and you have rights that apply when you believe, in good faith, that a Substitute Check was not properly charged to your account. Contact your branch or call the number on the front of this statement to request a Check 21 disclosure.

For concerns regarding your account, please call toll free at 888,275,5566, extension 6222.

Always By Your Side. We Are UNIFIED!

#### FAIRFIELD COUNTY SHERIFF'S OFFICE RECONCILIATION OF BANK CHECKING ACCOUNT FOR LAW ENFORCEMENT TRUST FUNDS UNIFIED BANK A/C# 40000718 FOR THE MONTH ENDING on December 31, 2022

\$ 20,314.19

\$ 20,314.19

Balance per bank statement 12/31/22

**BALANCE AFTER PENDING ITEMS** 

Less outstanding checks: Check # <u>Date</u> Payee . **Amount** Total Outstanding Checks Adjusted Bank balance as of 12/31/22 \$ 20,314.19 Balance per checkbook @ 12/31/22 \$ 20,314.19 Reconciling items: Add Interest earned \$ \$ Less Service charge Total Reconciling Items Adjusted Check Book Balance @ 12/31/22 \$ 20,314.19 Difference **TOTAL PENDING ITEMS** 



PO Box 10, 201 S. Fourth Street, Martins Ferry, OH 43935

#### ADDRESS SERVICE REQUESTED

>000944 7131715 0001 93274 102 104

FAIRFIELD COUNTY

SHERIFFS LAW ENFORCEMENT TRUST ACCOUNT 345 LINCOLN AVE

**LANCASTER OH 43130-3715** 

#### իմվերբիկիրվինակիրհիվերհերևանիանակունիան

#### Statement Ending 12/31/2022

#### **Managing Your Accounts**

Branch

Unified Bank - Lancaster

Downtown

Toll-Free

888.275.5566



Branch Phone

740.654.0900

Mailing Address

201 N Columbus St Lancaster, OH 43130



Website

UnifiedBank.com



#### Summary of Accounts

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Account Type

Free Business Checking

**Account Number** 

**Ending Balance** 

40000718

\$20,314.19

#### Free Business Checking-40000718

#### **Account Summary**

Date Description 12/01/2022

Beginning Balance

0 Credit(s) This Period 0 Debit(s) This Period

12/31/2022 **Ending Balance**  Amount

\$20,314.19

\$0.00 \$0.00

\$20,314.19

Description Minimum Balance Amount

\$20,314.19

**Daily Balances** 

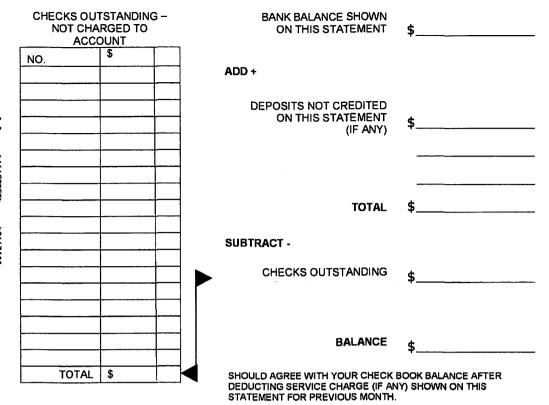
Date

Amount

12/01/2022

\$20,314.19

#### THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR BANK STATEMENT



Please examine immediately and report if incorrect. If no reply is received within 60 days, the account will be considered correct.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS (Consumer Accounts Only) If you think your statement or receipt is wrong or if you need more information about a transfer on a statement or receipt, telephone or write us as soon as you can at the telephone number or address which appears on page one of your statement. We must here from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You must:

- Tell us your name and account number;
- (2) Describe the error or the transfer you are unsure about (including the date it occurred), and explain as clearly as you can why you believe it is in error or why you need more information; and
- (3) Tell us the dollar amount of the suspected error.

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For concerns regarding your account, please call toll free at 888.275.5566, extension 6222.

#### Serving Fairfield County Since 1893



#### 2022 PUBLIC HEALTH GUARDIAN AWARD



Pictured from left to right: FCHD Health Commissioner Joe Ebel, Becki Brinker (daughter), Hetti Petty (widow) and Dr. Steven Kapetansky, Fairfield County Board of Health President

#### 1/20/23 FAIRFIELD COUNTY, OHIO —

The Fairfield County Board of Health recently named **F. David Petty**, as the 2022 recipient of the **Public Health Guardian Award**. The award was established this year by Health Commissioner Joe Ebel to recognize an organization, program, or individual that has made a significant contribution to public health across Fairfield County.

David was first elected to the Fairfield County Board of Health in December of 2010. He served as Board President from 2011 through 2020 and remained on the Board until his passing in 2022. Prior to his Board service, David served as a FEMA-trained C.E.R.T. (Community Emergency Response Team) volunteer helping with the H1N1 pandemic response.

"David was posthumously selected as the inaugural recipient because of his dedication to improving the health and well-being of county residents and increasing the quality and efficiency of public health services delivered by the Health Department." said Joe Ebel, Fairfield County Health Commissioner.

David was a veteran of the U.S. Air Force and had a venerated career in technology and banking, retiring from JP Morgan Chase in 2007. He was an active member of the greater Fairfield County community serving 10 years as the Bloom Township Clerk. In 2002, he was elected a Bloom Township Trustee serving two terms through 2007. In retirement, David continued his commitment to public health as a Red Cross volunteer and member of the Bloom Township Volunteer Fire Department.

###

#### **Fairfield County Health Department Media Contact:**

Bobby Persinger, Public Information Officer 1550 Sheridan Dr., Suite 100 Lancaster, OH 43130 (740) 652-2800









The Fairfield County Health Department serves more than 150,000 residents with a commitment to helping you stay healthy by preventing disease, protecting the environment, and promoting healthy lifestyles.

#### Welcome to the January 2023 Imagine Newsletter



## Imagine

Bringing about a vibrant community where people lead fulfilling lives and make meaningful contributions

Welcome to 2023! A brand-new year. I heard a story about a person who once received a book as a gift for Christmas. It had a beautiful cover and was titled "The Greatest Story Ever Told." When the person opened the book, they found 365 blank pages. The book was a journal, and the person had the opportunity, just like each one of us, to write their own story.



We get to write our story over the next year. We get to decide what happens. We get to figure out what we want our story to be.

Here at Fairfield DD, we are starting out the new year by writing a brand-new chapter in a brand-new book of our history. After 23 years, we close the chapter and the book on an unbelievable story and legacy with John Pekar as our superintendent. Now, the work continues to build on that legacy and continue forward. We can't start today's story, chapter, or book without continuing to build upon the story of our past.

I am honored and humbled to be a part of the Fairfield DD story and to have the opportunity to lead our organization into the future. It is an exciting time, and I am so glad to be with you on this journey. I look forward to connecting with you, no matter your role in our community, to discuss how you can be a part of our story, too. A vibrant community where people lead fulfilling lives and make meaningful contributions isn't impossible without great community partners.

So please, let's connect, and together, continue writing a fantastic story.

David

david.uhl@fairfielddd.com

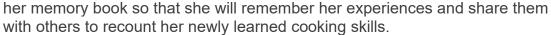
740-652-7220

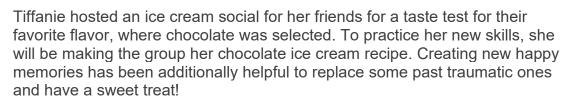
#### **Vibrant Community Connection**

Learning new skills can expand interests and connections. Tiffanie had a goal to expand her interest to learn new skills. She wanted to document her experiences and did so by creating a memory book.

Tiffanie and her provider researched and made different types of her favorite treat, ice cream. She visited different U-Pick farms to select fresh fruit to add to her recipes. In addition, they learned about the large-scale ice cream process at the Velvet Factory in Utica.

Tiffanie has compiled her favorite recipes including notes and pictures to help decorate









At the December meeting of the Fairfield County Board, we welcomed Jessica Roth as a new board member appointed by the Board of Commissioners. Derek Upp, a current member, has also been reappointed by the Board of Commissioners to remain on the board.



#### **Retention Payments**

"Now Hiring" signs have become routine in business windows. Employers have worked to entice staff by increasing hourly wages. The field of



developmental disabilities and employing direct support professionals (DSPs) is also facing this workforce crisis. Many positions go unfilled, and staff are stretched thin to cover needs.

This winter, Governor DeWine authorized The Ohio Department of Developmental Disabilities to launch an initiative to issue DSP retention payments. All providers in good standing who provided services and provided reporting information will be issued a "retention payment" of 6.5% of their applicable billing. Nearly 95% of eligible providers have opted in to date. A majority must be distributed to the direct support professionals. Although the State is facilitating this initiative, each County Board of DD is required to pay for the bonuses.

The Provider and Community Resources team has shared out many of these resources, but understand this is not the only issue in the workforce crisis. They are meeting often with providers to identify other ways to streamline the profession to allow DSPs to focus on those with whom they work. DODD has numerous <u>resources</u> to answer questions or you can reach out <u>here</u>.

#### **UPCOMING EVENTS**



#### **Fairfield County Provider Network Meeting**

Once a month the support providers of Fairfield County gather together to learn, grow, and share

10:00 am -12:00 pm ideas! January's meeting gives you Sarah Davies, Director of Relationships for GT Independence. This is a FREE event open to anyone interested.

Click to learn more

#### **Expanding Resiliency Series**

Resiliency is a place of hope, compassion, and solutions. It improves communication, strengthens relationships, and helps us manage stress. Join Fairfield County Juvenile Court counselors Jennifer Beckley-Watson and Keith Tremblay as we learn and practice skills of the Community Resiliency Model. You can use these skills to support yourself, your family, and others in our community.



10:00 am-11:00 am

#### Click to learn more



4:15 pm-5:15 pm

#### **Shakespeare and Autism**

The Shakespeare and Autism Project is a collaborative research effort between The Ohio State University Department of Theatre and the Wexner Medical Center Nisonger Center. The project addressed the issue of whether sensory drama games using Shakespeare's text can effectively break through the communicative blocks of autism in children using the Hunter Heartbeat Method.

They will be offering free workshops for ages 8-18 on Tuesdays and Thursdays beginning February 7th.

Click to learn more

#### **Solutions for Life**

Fairfield DD and SOCIL are excited to bring you a new way to look at self-advocacy. Small group discussions with goal setting and self evaluation. Some topics to be



discussed include attitude, hope, goals, critical thinking, responsibility, listening, and resolving conflict.

Course is held every Tuesday from 10 am to 11 am at Connexion West beginning February 7th.

10:00 am-11:00 am

Click to learn more

#### DID YOU KNOW

The University of Toledo is seeking individuals who have a family member with an intellectual disability to share perspectives on the needs and/or barriers they are facing when transitioning to adulthood.

This will simply require you to participate in a focus group (online) to discuss needs for successful transitions to adulthood.

#### **Click Here**



### TO LEARN MORE OR REGISTER FOR EVENTS VISIT OUR WEBSITE

www.fairfielddd.com









Fairfield County Board of Developmental Disabilities | 795 College Ave, Lancaster, OH 43130

<u>Unsubscribe rochelle.menningen@fairfieldcountyohio.gov</u>

<u>Update Profile | Constant Contact Data Notice</u>

Sent by communications@fairfielddd.com powered by





### Prepare for



## THE PLUNGE JEFF & CHRISTINE



Board President

Jeff Porter

FLOWCODE COM

PRIVACY, FLOWCODE COM

Board Vice President
Christine Simmons

#### Scan & Donate TODAY!

VS.

29 JANUARY, 2023 11AM-3PM BUCKEYE LAKE WINERY 13750 Rosewood Road NE Thornville, OH 43076

## Federal Law Changes:

SNAP emergency allotments end after February 2023.

Beginning in March 2023 you will receive only your normal monthly allotment.

#### **ATTENTION SNAP RECIPIENTS:**

The federal law has changed and no longer allows for SNAP emergency allotments. Your last SNAP emergency allotment will be in February 2023, and your benefits will be reduced to your normal amount beginning March 2023.

Your normal amount is the first benefit you receive each month and the emergency allotment has been the second benefit issued at the end of the month. You will continue to receive your normal amount; only the emergency allotment benefit you received at the end of each month is stopping.

Please note that neither the Ohio Department of Job and Family Services, nor your county agency, have control over this change. Because this is a federal law change, there are no fair hearing rights or fair hearing benefits on the ending of the SNAP emergency allotments.



# FREE TAX PREPARATION!

## UNITED WAY OF FAIRFIELD COUNTY

has offered free tax preparation services for over 18 years and we are excited to offer drop off, and in person appointments in Lancaster and Pickerington again this year!

#### VITA

Volunteer Income Tax Assistance
Program provides free tax preparation
services for anyone who makes less than
\$60,000 a year.

#### TCE

Tax Counseling for the Elderly provides free tax preparation for those over age 60.

Call to schedule your appointment!

740-653-0643 115 S Broad St Lancaster, Ohio 43130 www.myfreetaxes.com



## Master Plan Hangar Development

As a result of this master plan the following three projects are proposed.

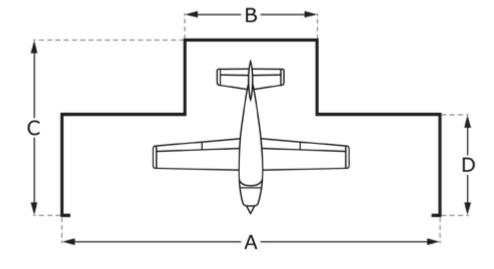
- A. One 10-unit T-Hangar
- B. Four 60ft x 60ft commercial style box hangars
- C. One 100ft x 100ft Corporate Hangar



 $W^{\prime}$ 

## 10 unit T-Hangar

- 10 units for general aviation
- Closest proximity to fuel, terminal and access.
- Separate Utilities





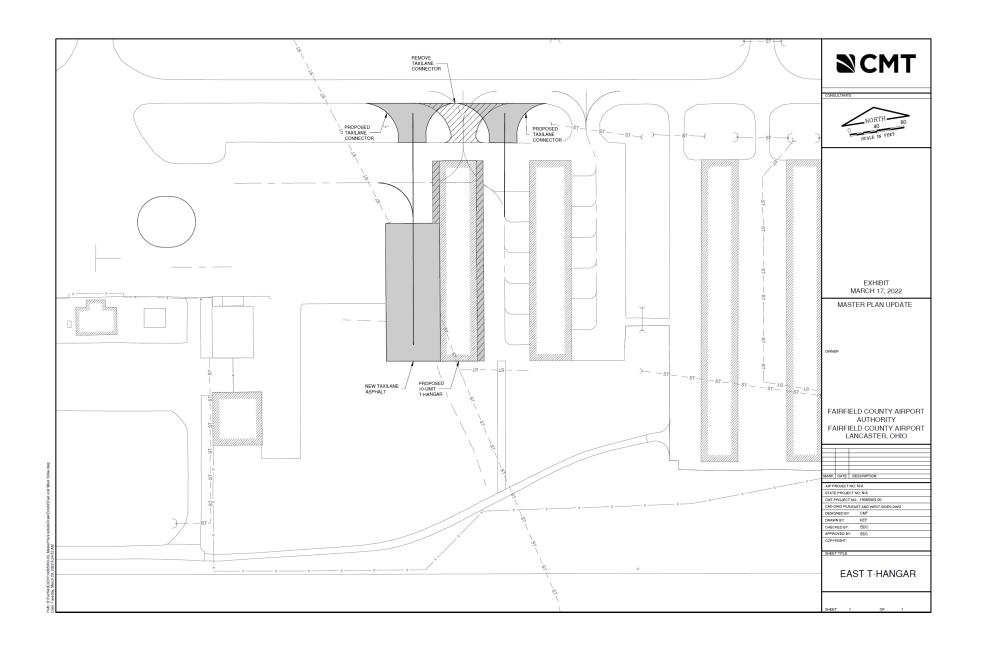


Table 3 – Central OH General Aviation Airports T-Hangar Rates

Airport	Older T-Hangar Monthly Rent*	Newer T-Hangar Monthly Rent*
Fairfield Municipal	\$192	\$250
Middletown Regional	\$225	\$307
Union County	\$225	n/a
Perry County	\$200	n/a
Newark- Licking County	\$205	265-375
Pickaway County	\$150	n/a
Knox County Regional	\$160	\$225/\$275 (corner)

<sup>\*</sup>All dollar amounts are monthly

All airports surveyed had over 90% occupancy and many were at 100%. The range of monthly rental rates was anywhere from \$130-\$160/month for hangars constructed 40+ years ago to >\$300 for new hangars depending on size, location, and amenities.

#### Table 4 – Similar Size GA Airports T-Hangar Rates

Looking to other metropolitan areas that are of similar size to Columbus, experiencing growth trends similarly, each have a network of airports that provide examples for LHQ to consider its potential lease rates.

These metro areas include along with a similar peer airport for comparison.

A look at surrounding reliever-type airports in those metro markets include:

- Indianapolis: Eagle Creek, Indy Regional, Indy Metro
- Cleveland: Burke Lakefront, Cuyahoga County
- Nashville: John C Tune,
- Jacksonville FL: Craig Field, Fernandina Beach,
- Kansas Airport Authority MO: KC Downtown, Lee's Summit, Johnson County
- Cincinnati: Lunken Field

\* Small / Older: 41'-44' - \$250-\$640 Medium / Large / Newer: 45'-49'-

\$486-\$750 Box: 50'-60' -

\$499-\$2,118

Airport	Older T-Hangar Monthly Rent*	Newer T-Hangar Monthly Rent*
Indianapolis - Eagle Creek	\$179	\$250
Cleveland - Cuyahoga County	\$225	\$307
Cleveland - Burke	\$150 (very old/1950s)	\$375 (new)
Cincinnati - Lunken Field	\$210	\$320
Jacksonville - Fernandina Beach	\$335-\$375	\$404-\$451
Kansas Airport Authority - Lee's Summit	\$399-\$2,118	
Nashville - John C Tune	\$525-\$2,100	

## ROI on 10-unit T-Hangar

#### 95% Occupancy

T-Hangars		
Construction Cost	\$ 1,490,050	
Hangars	10	
Monthly Lease Rate	\$ 450	
Annual Lease Revenue per Hangar	\$ 5,400	
Total Annual Lease Revenue	\$ 54,000	
Annual Increase		3.0%
5-Year Revenue	\$ 272,359	
10-Year Revenue	\$ 588,097	
15-Year Revenue	\$ 954,124	
20-Year Revenue	\$ 1,378,450	
25-Year Revenue	\$ 1,870,360	
30-Year Revenue	\$ 2,440,619	

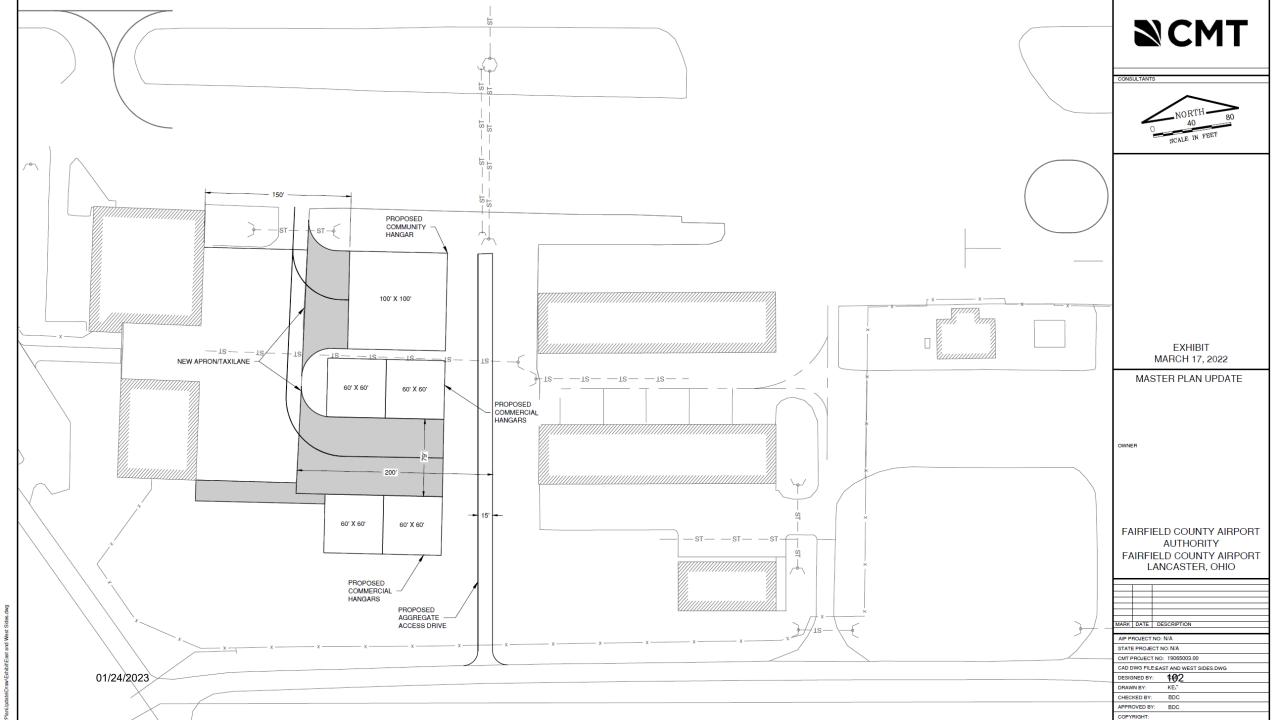
#### 100% Occupancy

T-Hangars		
Construction Cost	\$ 1,490,050	
Hangars	10	
Monthly Lease Rate	\$ 450	
Annual Lease Revenue per Hangar	\$ 5,400	
Total Annual Lease Revenue	\$ 54,000	
Annual Increase		3.0%
5-Year Revenue	\$ 286,693	
10-Year Revenue	\$ 619,049	
15-Year Revenue	\$ 1,004,341	
20-Year Revenue	\$ 1,451,000	
25-Year Revenue	\$ 1,968,800	
30-Year Revenue	\$ 2,569,072	

### Commercial Box Hangars

- 4 3600 sqft box hangars with restroom and office facilities.
- Door opening to support "critical aircraft" classified as a midsize business jet.
- Build to Suite opportunity after project kickoff.
- Existing potential of lessees now.
- Create proposal process to lease. Applicants demonstrate how occupying drives economy.





Commercial Box hangars at Metro feeder airports

Metro	Airport	Commercial Box Hangar	
Nashville	John C Tune	\$2,100	
Kansas City	Charles Wheeler	\$1,793.94	\$1,922.08 (3- phase power)
Indianapolis	Indy Metro	\$1,056.33	
Kansas City	Lee's Summit	\$2,188	\$2,984

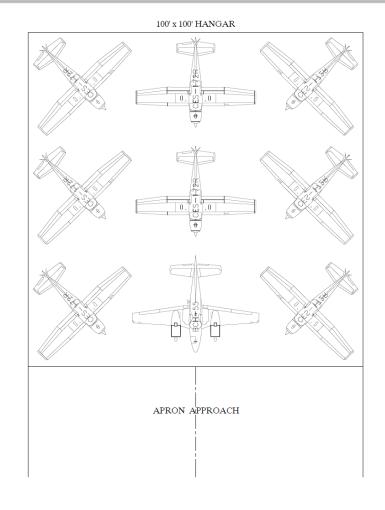
## ROI on 2-unit 60x60 commercial hangar

Box Hangars	Constr	uction Cost
Construction Cost	\$	1,070,000
60x60 Hangar		
Hangars		2
Monthly Lease Rate	\$	1,200
Annual Lease Revenue per Hangar	\$	14,400
Total Annual Lease Revenue	\$	28,800
Annual Increase	3.0%	
5-Year Revenue	\$	152,903
10-Year Revenue	\$	330,160
15-Year Revenue	\$	535,649
20-Year Revenue	\$	773,867
25-Year Revenue	\$	1,050,027
30-Year Revenue	\$	1,370,172



## Corporate Hangar

- Build to Spec.
- Include normal accommodations to support corporate services.
- ZERO similar availability in the region or state.
- As a Community Hangar ROI is 30 years, but the advantage is a ready built hangar for a corporation.



100' X 100'

### Community Hangar

- Allows for rental income on a corporate hangar while not in use.
- Can help solve short term demand issues with "T-Hangars"
- Flexibility in options

## ROI on 100x100 corporate hangar

100x100 Hangar	\$ 1,650,000		100x100 Hangar	\$ 1,650,000	
Hangars	1		Hangars	1	
Monthly Lease Rate	\$ 5,000		Monthly Lease Rate	\$ 2,700	
Annual Lease Revenue per Hangar	\$ 60,000		Annual Lease Revenue per Hangar	\$ 32,400	
Total Annual Lease Revenue	\$ 60,000		Total Annual Lease Revenue	\$ 32,400	
Annual Increase		3.0%	Annual Increase		
5-Year Revenue	\$ 318,548		5-Year Revenue	\$ 172,016	
10-Year Revenue	\$ 687,833		10-Year Revenue	\$ 371,430	
15-Year Revenue	\$ 1,115,935		15-Year Revenue	\$ 602,605	
20-Year Revenue	\$ 1,612,222		20-Year Revenue	\$ 870,600	
25-Year Revenue	\$ 2,187,556		25-Year Revenue	\$ 1,181,280	
30-Year Revenue	\$ 2,854,525		30-Year Revenue	\$ 1,541,443	



#### REGULAR MEETING #3 - 2023 FAIRFIELD COUNTY COMMISSIONERS' OFFICE JANUARY 24, 2023

### AGENDA FOR TUESDAY, JANUARY 24, 2023

9:00 AM	Review
	Regular Meeting
	Pledge of Allegiance
	Announcements
	Approval of Minutes for January 17, 2023
	Commissioners
2023-01.24.a	A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for the renovation of the Fairfield Center. [Commissioners]
2023-01.24.b	A resolution amending locations for resolution 2022-11.29.a, a resolution authorizing the approval of establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates. [Commissioners]
2023-01.24.c	A Resolution to approve to rescind Resolution 2023-01.17.II, authorizing the approval of the Mortgage on a Program Year 2021, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Richard and Brenda Mason [Commissioners]
2023-01.24.d	A resolution authorizing the approval of the Mortgage on a Program Year 2021, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Richard and Brenda Mason [Commissioners]
2023-01.24.e	A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2736, Subfund# 8293 FY2022 CFLP Grant [Fairfield County Commissioners] [Commissioners]
	Fairfield County Auditor- Finance
2023-01.24.f	A resolution to appropriate from unappropriated in a major expenditure object category Reese Peters Hotel Motel Tax #2423 [Auditor- Finance]
	Fairfield County Court of Common Pleas
2023-01.24.g	A resolution to appropriate from unappropriated in a major expenditure object category Fairfield County Common Pleas County Probation Fund 2365. [Common Pleas Court]

	Fairfield County Economic & Workforce Development
2023-01.24.h	A resolution approving an account to account transfer in a major object expense category – Fairfield County Economic and Workforce Development [Economic & Workforce Development]
	Fairfield County Emergency Management Agency
2023-01.24.i	A resolution authorizing an EMA fund to fund transfer. [EMA]
2023-01.24.j	A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds [EMA]
	Fairfield County Engineer
2023-01.24.k	A resolution granting Jeremiah Upp, County Engineer, and staff permission to attend. [Engineer]
2023-01.24.I	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment, software & fixtures [Engineer]
2023-01.24.m	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies [Engineer]
	Fairfield County Facilities
2023-01.24.n	A Resolution for Approval of Change Order No. 3 to the Contract between the Walsh Construction Group, LLC and the Fairfield County Commissioners [Facilities]
	Fairfield County Family, Adult and Children First Council
2023-01.24.0	A resolution to approve a reimbursement for funds included in a returned Amazon check as a memo expenditure for fund# 7521 Family, Adult, and Children First Council [Family, Adult and Children First Council]
	Fairfield County Job and Family Services
2023-01.24.p	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2018 reimbursing Fund 2072 [JFS]
2023-01.24.q	A resolution regarding a Purchase of Service Contract between Avertest, LLC dba Averhealth and Job & Family Services [JFS]
2023-01.24.r	A resolution regarding Network Placement and Related Services Agreement between Bellefaire Jewish Children's Bureau and Child Protective Services Department [JFS]
2023-01.24.s	A resolution regarding Network Placement and Related Services Agreement between Stevens Treatment Programs and Child Protective Services Department [JFS]
2023-01.24.t	A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]

01/24/2023

2023-01.24.u	A Resolution Amendment regarding approval of an Agreement between The Ohio State University and Fairfield County Job & Family Services, Fairfield County Child Protective Services (CPS) Division [JFS]
2023-01.24.v	A resolution regarding Network Placement and Related Services Agreement between Brighter Future for Youth, LLC and Child Protective Services Department [JFS]
2023-01.24.w	A resolution regarding Network Placement and Related Services Agreement between Specialized Alternatives for Families & Youth (SAFY) and Child Protective Services Department [JFS]
2023-01.24.x	A resolution regarding Network Placement and Related Services Agreement between CHOICES, Inc Children Have Options in Caring Environments and Child Protective Services Department [JFS]
2023-01.24.y	A resolution regarding Network Placement and Related Services Agreement between New Beginnings Residential Treatment Center and Child Protective Services Department [JFS]
	Fairfield County Sheriff
2023-01.24.z	A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Hocking County Board of Commissioners (Hocking BCC) and the Hocking County Sheriff (Hocking Sheriff) for housing prisoners in the Fairfield County Jail. [Sheriff]
2023-01.24.aa	A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Vinton County Board of Commissioners (Vinton BCC) and the Vinton County Sheriff (Vinton Sheriff) for housing prisoners in the Fairfield County Jail. [Sheriff]
	Payment of Bills
2023-01.24.bb	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 January 31, 2023 at 9:00 a.m.
	Adjourn

01/24/2023

### **Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room of the Historic Courthouse at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Jeff Fix, Dave Levacy, and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Dr. Carri Brown, Lisa McKenzie, Jeremiah Upp, James Mako, Amy Brown-Thompson, Steven Darnell, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Tony Vogel, Rick Szabrak, Joe Ebel, Marty Norris, Anthony Cheney, Raz Sabaiduc, Allen Turnbull, Ray Stemen, Judy Stemen, and Josh Crawford.

Attending virtually: Ashley Arter, Audrey, Brian Wolfe, James Bahnsen, Jeff Barron, Jessica Murphy, Lori Hawk, Park, Josh Horacek, and Shelby Hunt.

#### Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance, including Anthony Iachini, a new addition to the Economic Development team.

Mr. Iachini spoke about his previous work in Marietta and with small business development at Ohio University.

County Administrator, Aundrea Cordle, stated that Mr. Iachini hit the ground running in his new position.

Economic and Workforce Development Director, Rick Szabrak, stated that he and his team are excited about the great things Mr. Iachini will be doing for the county.

Commissioner Davis added that development is very important to the county and thanked Mr. Iachini for starting his new role.

# <u>Listen & Learn - Community Health Assessment Report</u>

Fairfield County Health Commissioner, Joe Ebel, spoke on the Community Health Report that is required every three years. He stated that seven-hundred households completed the survey. Mr. Ebel spoke about the public health system partners, community perception of health issues, residents trust regarding health information, and changes in health indicators.

Commissioner Davis asked about the methodology for acquiring the report data.

Mr. Ebel stated the data came from a survey and a questionnaire created by the Center of Disease Control.

Commissioner Davis asked about the confidentiality of the responses.

Mr. Ebel stated that nothing was personally identifiable in the questionnaire or the survey and continued by stating that tobacco use has declined but marijuana use has increased, and prescription use of pain killers has decreased. Mr. Ebel continued speaking about health care access, economic stability factors, education, and high school graduation rates.

Mr. Szabrak added that the county's high school graduation rate is 93%.

Mr. Ebel provided a PowerPoint containing statistics that are available in the minutes. He closed by speaking about the prioritized health needs of Fairfield County residents and the Health Department's on-line health assessment.

The Commissioners thanked Mr. Ebel for his presentation.

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## **Public Comments**

Ray Stemen of Lancaster provided a prayer and spoke about the theology of physical limitations and duties.

Judy Stemen of Lancaster provided a handout which is provided in the minutes, and highlighted excerpts from the handout.

Allen Turnbull spoke about a letter he provided to the Commissioners regarding his land and provided handouts. The letter and handouts are contained in the minutes. Mr. Turnbull finished by speaking about education provided by the Farm Bureau.

### Legal Update

Assistant Prosecuting Attorney, Amy Brown-Thompson, provided an update on the Wilson Rd. agreement and corresponding deeds and stated there was a resolution on the agenda for the Commissioners' consideration.

### **County Administration Update**

#### Week in Review

ARP Update

County Administrator, Aundrea Cordle, stated that from the \$30,607,546.77 received as the first and second tranche of fiscal recovery funds, \$19.6M has been appropriated, \$10.3M expended, and \$4.9M encumbered or obligated.

New Phone System

IT Director, Dan Neeley, provided an update on the County's new phone system and stated it is on track to be completed by the end of the first quarter.

Commissioner Davis asked if the IT department would have access to calls such as those to and from the Emergency Management Agency when the unified communications system is fully operational. He also asked if there would be a duration of time the system would be monitored before complete implementation.

Mr. Neeley stated that IT will have access to call logs and other info and that testing is fully completed in each area before cutting over.

Solar Array Project at One Stop

EMA and Facilities Director, Jon Kochis, provided an update on the Solar Array Project located at the Liberty Center. The presentation included a PowerPoint which is provided in the minutes. The presentation and PowerPoint included pictures of the project site, a project schedule, and an infrastructure map.

Commissioner Davis inquired as to the number of county buildings and campuses and added that all buildings, outside of the guard shack from the Solar Array Project, are powered by fossil fuels.

Mr. Kochis stated there are approximately forty buildings and twenty-nine campuses. Commissioner Fix asked the county is powering the guard shack.

Utilities Director, Tony Vogel, provided there is a master water meter located at the guard shack.

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Business Advisory Council Receives 2 Star Designation

Ms. Cordle reported that the local Business Advisory Council has been recognized as a 2023 two-star Business Advisory Council and that the designation recognizes the council's commitment to embed elements of three quality practices. She continued by adding the Fairfield County Education Service Center is the entity receiving the award and the county's Economic and Workforce Development Director, Rick Szabrak, is the Chair of our Business Advisory Council. She also added that Fairfield County's Career Readiness and Pre-Apprenticeship programs were integral components to this recognition.

Governor's Budget Request for Workforce Center Funding

Ms. Cordle stated that she, along with Commissioner Levacy, Rick Szabrak, and Dean Tudor from Ohio University – Lancaster, met with Representative Kevin Miller and Director Matt Damschroder regarding the Governor's Budget request and the Workforce Center.

Commissioner Levacy stated it was a very good meeting.

Commissioner Fix added that the meeting was part of a series of meetings that will be held with elected officials.

### **Highlights of Resolutions**

Administrative Approvals and Resolutions

Ms. Cordle reported that the review packet contains a list of administrative approvals and that there were 40 resolutions for the voting meeting. She provided the following resolutions of note:

- A resolution to approve Maintenance Agreement with the City of Lancaster for its Maintenance of Wilson Road and Conveyance of Two Remnant Parcels (Permanent Parcel Numbers 0140112520 and 0531344030) to the City of Lancaster
- A resolution to appropriate from unappropriated in a major expenditure object category for TB Clinic Services
- A resolution to appropriate from unappropriated in a major expenditure object category for Allocations & Approval of the 2023 Allocation for the Fairfield Area Humane Society
- A resolution to approve the Annual County Highway System Mileage Certification for 2022.
- A Resolution to Allow Weight Reductions on County and Township Roads for 2023.
- A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services
- A resolution to approve the purchase of 12 vehicles from Chapman Ford following a competitive invitation to bid process.
- 2 resolutions authorizing the approval of Mortgages on Program Year 2021, Community Housing Impact and Preservation Program (CHIP), Rehab Constructions

### **Budget Review**

Regular Meeting #2 - 2023 – January 17, 2023

- 3 -

01/24/2023

Budget Director, Bart Hampson, reported that he is building the 2023 reports.

#### **Recognition**

Ms. Cordle provided the following recognitions:

- County Auditor, Dr. Brown, thanked the facilities team, and particularly Tammy,
  Heather, and Mike, for their great work in painting offices on the second floor.
  She is also appreciative of how the Facilities Team has worked to locate the
  Auditor's Office Financial Systems employees in one area. The move allowed for
  cross-training and the ability to work across unit lines.
- Thank you to Jenni Sturgeon at the Workforce Center for her ongoing commitment to excellent customer service.

### Calendar Review/Invitations Received

Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen, reviewed the following invitations and calendar items:

- Investment Advisory Committee Meeting, January 17, 2023, 10:30 a.m., Commissioners' Hearing Room (Fix, Levacy)
- Lancaster Fairfield Public Transit Meeting, January 17, 2023, 10:30 a.m., Commissioner Davis' Office (Davis)
- Land Bank Meeting, January 17, 2023, 11:00 a.m., Commissioners' Hearing Room (Davis, Levacy, Fix)
- Planning NEXT Meeting, January 17, 2023, 12:00 p.m., Commissioner Levacy's Office (Levacy)
- Planning NEXT Meeting, January 17, 2023, 1:00 p.m., Commissioner Davis' Office (Davis)
- Planning NEXT Meeting, January 17, 2023, 2:00 p.m., Commissioner Fix's Office (Fix)
- Family, Adult and Children First Full Council Meeting, January 19, 2023, 8:30 a.m., Fairfield County Job and Family Services, 239 W. Main St., Main Conference Room, Lancaster (Levacy)
- Workforce Meeting with Representative Balderson, January 19, 2023, 10:00 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll (Davis, Levacy, Fix)
- "Beyond the Checklist of Adverse Childhood Experiences", January 23, 2023, 8:45 a.m., Zoom Programming Provided by the Family, Adult and Children First Council and Albany Counseling Services
- Meals on Wheels Annual Meeting & Volunteer Recognition Event, January 26, 2023, 3:15 p.m., Meals on Wheels Senior Services Center, 1515 Cedar Hill Rd., Lancaster
- Polar Plunge, January 29, 2023, First Plunge Begins at 1:00 p.m., Buckeye Lake Winery, 13750 Rosewood Road NE, Thornville

## **Correspondence**

Rochelle Menningen, reviewed the following correspondence:

• Jeff Barron, "County Commissioners Look to Transportation, Housing and More

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For 2023", Lancaster Eagle Gazette, January 12, 2023

- 2022 CCAO Annual Report
- Letter from a County Resident Regarding Proposed Solar Farms
- Fairfield County Municipal Court, Criminal Traffic Division, Fee Report for December 2022
- Press Release, Fairfield County Park District, January 6, 2023, Hague Foundation Makes Possible Property Acquisition
- Fairfield County Prosecutor's Office, January 9, 2023, Law Enforcement Trust Fund Report
- News Release, Lancaster Fairfield County Chamber of Commerce, January 13, 2023, Lancaster Fairfield County Chamber of Commerce Launching National Civics Bee
- Op-Ed, Office of the County Auditor, January 13, 2023, To Fairfield County School Officials Regarding Changes to Help Improve Efficiency with Schools in Fairfield County
- Memo from Dr. Carri Brown, County Auditor, January 13, 2023, Subjects: Software as a Service, Dashboard, Continuing Education & Employee Development, Outreach to Schools, Training for Licking County, and Thanks to the Facilities Team
- Thank You Note from the Fairfield County Auditor's Office for the Collaborative Planning for 2023
- Flyer from Fairfield County 2-1-1 Regarding Resources During Cold Temperatures
- Flyer Regarding Drop off Locations and Items Needed to Assist Individuals in the Community
- Office of the County Auditor, Current Agricultural Use Valuation Renewal Application

Ms. Cordle added that the items being collected for homeless members in the community could be dropped off at the Administrative Courthouse or the United Way Office.

#### Jail Population

Ms. Cordle stated that the jail population for January 10, 2023, was 235 with 25 of those being contracted placements, and for January 17, 2023, was 17 with 20 of those being contracted placements.

# **Old Business**

Commissioner Fix stated that he participated in a meeting with the Transportation Improvement District (TID) and continues to be impressed by the progress the TID is making. He added he has also reconvened with members from the Housing Summit to follow-up on progress and was pleased to see forward motion on various fronts. Mr. Fix added that he continues to participate in the One Ohio Board and explained the Board is now making progress and will begin dispersing money by summer. The Commissioner closed by stating he attended the Regional Planning Commission meeting to begin looking for replacements for the Regional Planning Director who recently resigned.

#### **New Business**

Regular Meeting #2 - 2023 – January 17, 2023

Commissioner Davis made note of the Commissioners' meeting schedule and stated that he will be meeting with Lancaster Public Transit Director, Chasilyn Carter, and that the meeting may not be finished before the start of the Land Bank meeting. He added that they will be discussing the potential transfer of the Public Transit Department to the county.

Commissioner Levacy added that the outcome of the Health Assessment Report is affected by available transportation.

Commissioner Fix asked if commitments would be made during the meeting.

Commissioner Davis stated the primary focus would be the grant process timeline and control of the review environment. He added that a commissioner cannot solely make decisions and therefore no agreements or commitments could be made during the meeting.

County Auditor, Dr. Brown, stated the software conversion has been completed and is in the maintenance phase. She added that the civic education outreach to schools has been successful, and the Auditor's Office is beginning fiscal agent training with Licking County for MCJDC. The Auditor stated her team was thankful for all of the planning that had occurred.

# Regular (Voting) Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room of the Historic Courthouse at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Jeff Fix, Dave Levacy, and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Dr. Carri Brown, Lisa McKenzie, Jeremiah Upp, James Mako, Amy Brown-Thompson, Steven Darnell, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Tony Vogel, Rick Szabrak, Joe Ebel, Marty Norris, Anthony Cheney, Raz Sabaiduc, Allen Turnbull, Ray Stemen, Judy Stemen and Josh Crawford.

Attending virtually: Ashley Arter, Audrey, Brian Wolfe, James Bahnsen, Jeff Barron, Jessica Murphy, Lori Hawk, Park, Josh Horacek, and Shelby Hunt.

## **Pledge of Allegiance**

Commissioner Davis asked everyone to rise as able and led the Pledge of Allegiance.

# Announcements

There were no announcements.

#### Approval of Minutes for January 10, 2023

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, January 10, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

### **Approval of Resolutions from the Board of Commissioners**

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

Regular Meeting #2 - 2023 – January 17, 2023

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01/24/2023

2023-01.17.a	A resolution to approve Maintenance Agreement with the City of Lancaster for its Maintenance of Wilson Road and Conveyance of Two Remnant Parcels (Permanent Parcel Numbers 0140112520 and 0531344030) to the City of Lancaster
2023-01.17.b	A resolution to appropriate from unappropriated in a major expenditure object category for TB Clinic Services
2023-01.17.c	A resolution approving to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876
2023-01.17.d	A resolution to appropriate from unappropriated into a major expense category for fund # 2736, Subfund#8318 – FY2023 CFLP Grant
2023-01.17.e	A resolution authorizing the reduction appropriations in major expenditure object category of contractual services for Fund # 2730, subfund# 8294 FY2021 CDBG/CHIP
2023-01.17.f	A resolution to appropriate from unappropriated in major expenditure object categories for the Fund# 5376
2023-01.17.g	A resolution to appropriate from unappropriated in a major expenditure object category for Allocations & Approval of the 2023 Allocation for the Fairfield Area Humane Society
2023-01.17.h	A resolution to approve a memo expense for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865, – Fairfield County Commissioners

Assistant Prosecuting Attorney, Amy Brown-Thompson, stated City Law Director, Stephanie Hall, is aware the resolution regarding the Wilson Rd. agreement is on the agenda.

County Engineer, Jeremiah Upp, stated the City of Lancaster is in the process of annexing that area for future development.

Commissioner Davis recalled a past conversation about County owned properties and how many were titled in a way that was difficult to locate, and that many were remnant properties. He stated he believes this fits with the discussion to find a productive use for remnant properties.

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

#### Approval of a Resolution from the Fairfield County Auditor - Payroll

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Fairfield County Auditor - Payroll:

2023-01.17.i A resolution authorizing a memo expense memo receipt for the General Fund 2% administration fee for managing the county self-insurance program, Fund# 5376 TO GENERAL #1001 – Fairfield County Auditor

Dr. Carri Brown stated the resolution is a traditional process to have the money moved to the General Fund.

Roll call vote of the motion resulted as follows:

Regular Meeting #2 - 2023 – January 17, 2023 - 7 -

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

### Approval of a Resolution from Fairfield County Board of Developmental Disabilities

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from Fairfield County Board of Developmental Disabilities:

2023-01.17.j A resolution to approve a reimbursement for share of costs for Ethernet

Services paid to AT&T as a memo expenditure for fund # 2060 - Fairfield

County Board of Developmental Disabilities

Roll call vote of the motion resulted as follows:

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

# Approval of a Resolution from Fairfield County Board of Elections

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from Fairfield County Board of Elections:

2023-01.17.k A resolution to appropriate from unappropriated in a major expenditure

object category for Fund# 2861 Cyber - Board of Elections

Roll call vote of the motion resulted as follows:

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

### Approval of a Resolution from Fairfield County Clerk of Courts - Legal

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from Fairfield County Clerk of Courts - Legal:

2023-01.17.1 A resolution granting Branden C Meyer, Clerk of Courts, and staff

permission to attend (travel)

Roll call vote of the motion resulted as follows:

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

### Approval of a Resolution from the Fairfield County Court of Common Pleas

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Fairfield County Court of Common Pleas:

2023-01.17.m A resolution to appropriate from unappropriated in a major expenditure object category Fairfield County Common Pleas TCAP Grant 2852

Roll call vote of the motion resulted as follows:

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

#### **Approval of Resolutions from the Fairfield County Engineer**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Engineer:

2023-01.17.n A resolution to approve the Annual County Highway System Mileage

Certification for 2022

2023-01.17.0 A resolution to request for appropriations for additional unanticipated

receipts of memo receipts and memo expenses for fund 3445 BLO-36

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bridge replacement

Regular Meeting #2 - 2023 – January 17, 2023

2023-01.17.p	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for prior year township allocations
2023-01.17.q	A resolution to approve a Change Order for the BER-26, FAI-CR63-1.038 Horns Mill Road Bridge Replacement Project.
2023-01.17.r	A Resolution to Allow Weight Reductions on County and Township Roads for 2023

Mr. Upp stated there were 363 miles of road when he started with the County but that road improvements can add or subtract from the total.

Commissioner Levacy asked if resolution 2023-01.17.r historically has been approved later in the calendar year.

Mr. Upp stated this time of year is typically when the resolution is approved.

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

### **Approval of Resolutions from Fairfield County Job and Family Services**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from Fairfield County Job and Family Services:

2023-01.17.s	A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services
2023-01.17.t	A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2072 – Children Services Fund - Fairfield County JFS
2023-01.17.u	A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2015 – Child Support Enforcement Agency - Fairfield County JFS
2023-01.17.v	A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2018 – Public Assistance Fund – Fairfield County JFS
2023-01.17.w	A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2018 – Public Assistance Fund - Fairfield County JFS
2023-01.17.x	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2758 reimbursing Fund 2018
2023-01.17.y	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2015 reimbursing Fund 2018
2023-01.17.z	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018
2023-01.17.aa	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services

Regular Meeting #2 - 2023 – January 17, 2023

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Job and Family Services (JFS) Finance Supervisor, Josh Crawford, stated the birth certificate resolution will save JFS about \$37,000 a year.

Roll call vote of the motion resulted as follows:

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

#### Approval of Resolutions from the Fairfield County Juvenile and Probate Court

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

2023-01.17.bb	A resolution to amend the certificate, conversion of prior year 2021 encumbrance to current year appropriation, reduce current year appropriations –Youthful Driver Safety Fund #2872 (Juvenile Court)
2023-01.17.cc	A resolution to appropriate from un-appropriate in a major expenditure object category-Fund 2859 Guardianship Services

Roll call vote of the motion resulted as follows:

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

### **Approval of Resolutions from the Fairfield County Sheriff**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Sheriff:

2023-01.17.dd	A resolution to approve the purchase of six (6) vehicles from Chapma Ford following a competitive invitation to bid process	
2023-01.17.ee	A resolution to approve the purchase of four (4) vehicles from Chapman Ford following a competitive invitation to bid process	
2023-01.17.ff	A resolution to approve the purchase of two (2) vehicles from Chapman Ford following a competitive invitation to bid process	

Roll call vote of the motion resulted as follows:

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

### **Approval of Resolutions from Fairfield County Utilities**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from Fairfield County Utilities:

2023-01.17.gg	A resolution to approve a reimbursement for share of costs as a memo expenditure for fund# 5044, 5046, 5842 & 5841 – Utilities
2023-01.17.hh	A resolution to approve a reimbursement for share of costs as a memo expenditure for fund# 5044, 5046, 5841 & 5842 – Utilities
2023-01.17.ii	A resolution authorizing fund to fund transfers from the Sewer Fund #5044 to: #5469, #5533, #5554, #5776, 5817 & #5823 - Debt Service Payments for 2023
2023-01.17.jj	A resolution authorizing fund to fund transfers from the Water Fund #5046 to: #5470, #5534, #5776, #5818, #5823, #5849 Debt Service Payments for 2023

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2023-01.17.kk A resolution authorizing fund to fund transfer from the Greenfield Sewer

Fund #5842 to #5847 Debt Service Payment for 2023

Roll call vote of the motion resulted as follows:

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

#### Approval of Resolutions from Lancaster-Fairfield Community Action Agency

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from Lancaster-Fairfield Community Action Agency:

2023-01.17.ll A resolution authorizing the approval of the Mortgage on a Program Year

2021, Community Housing Impact and Preservation Program (CHIP),

Rehab Construction for Richard and Brenda Mason

2023-01.17.mm A resolution authorizing the approval of the Mortgage on a Program Year

2021, Community Housing Impact and Preservation Program (CHIP),

Rehab Construction for Michael and Cynthia Runkle

Roll call vote of the motion resulted as follows:

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

### **Approval of the Payment of Bills**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution for the Payment of Bills:

2023-01.17.nn A resolution authorizing the approval of payments of the vouchers without

appropriate carry-over purchase orders and the cash disbursement for all

Departments that are approved by the Commissioners.

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 10:17 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, January 24, 2023.

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A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for the renovation of the Fairfield Center.

**WHEREAS**, Fairfield County has received direct payments from the U.S. Treasury under the Coronavirus State and Local Fiscal Funds authorized by the American Rescue Plan Act, referred to as fiscal recovery funds;

**WHEREAS**, Fairfield County will use the funding in accordance with the American Rescue Plan Act and guidance from the U.S. Treasury;

**WHEREAS**, on April 20, 2021, Fairfield County set up a special revenue fund to receive the funds and account for the use of the funds (with special revenue fund #2876);

WHEREAS, on April 1, 2022, the U.S. Treasury issued its final rule;

**WHEREAS**, uses of the fiscal recovery fund can be to:

- Respond to the public health emergency with respect to the COVID19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- Allow for the provision of government services to the extent of the reduction in revenue (i.e., online, property or income tax) due to the public health emergency relative to revenues collected in the most recent full fiscal year of the county prior to the emergency (i.e., January 20, 2020); or
- Allow for the standard allowance of up to \$10,000,000 million dollars for the provision of government services; or
- Make necessary investments in water, sewer, or broadband infrastructure.

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for the renovation of the Fairfield Center.

**WHEREAS**, the Fairfield County Commissioners through resolution on January 25, 2022 authorized the election of the standard allowance up to \$10,000,000 for revenue loss; and

**WHEREAS**, the proposed project for the renovation of the Fairfield Center and the use of the standard allowance for this project is a direct provision of government services; and

**WHEREAS**, the proposed project for the renovation of the Fairfield Center building 1 renovation will be completed under the existing R61g project code which has been used for renovation of building 2.

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

**Section 1**. The Board of County Commissioners approves the use of ARP fiscal recovery funds as a response to the Coronavirus public health emergency and as part of the provision of government services for renovation of the Fairfield Center building 1 with the allowable use noted in the recitals above and in the U.S. Department of Treasury guidance.

**Section 2.** The Board of County Commissioners requests the County Auditor approve appropriations from unappropriated funds for fund #2876, as follows in the major category of expenditures of Capital Outlay:

12287600 Capital Outlay \$1,800,000.00

# **For County Auditor Use Only:**

**Section 1.** Update the following appropriations:

\$1,800,000.00 12287600 570000 R61g capital outlay

#### Signature Page

Resolution No. 2023-01.24.a

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for the renovation of the Fairfield Center.

(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 amending locations for resolution 2022-11.29.a, a resolution authorizing the approval of establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates.

**WHEREAS,** pursuant to Ohio Revised Code 305.06 the Fairfield County Board of Commissioners, by resolution 2022-11.29.a, has established Commissioner Meeting dates, times and locations for 2023; and

**WHEREAS,** the Board of Commissioners, by resolution 2023-01.10.b, has established the Review Session and Regular Meeting for February 7, 2023, will be held at 7:00 p.m., in the Commissioners' Hearing Room, 210 E. Main St., 3<sup>rd</sup> Floor, Lancaster; and

**WHEREAS,** the Board of Commissioners wishes to establish the locations of the remaining 2023 Commissioners' Evening Meetings:

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

**Section 1.** That the Board of Fairfield County Commissioners approves establishing the following locations for the Tuesday, March 7, 2023, June 13, 2023, August 8, 2023, and November 28, 2023, Review Session and Regular Meetings:

Commissioners' Evening Meetings: Tuesday, March 7, 2023, located at the Pleasantville Community Center, 207 W. Columbus St., Pleasantville. June 13, 2023, located at the Amanda Township Fire Department, 211 N. Johns Rd., Amanda; August 8, 2023, located at the Violet Township Wigwam Event Center, 10190 Blacklist-Eastern Rd. NW, Pickerington; and November 28, 2023, located at the Berne Township Fire Department, 5872 Sugar Grove Rd SE, Sugar Grove.

**Section 2.** For Special Commission meetings, the Commission will provide at least 24 hours' notice to requesting-media via email and will post the meeting on its website and on the bulletin board on the 3<sup>rd</sup> floor of the Administrative Courthouse located at 210 East Main Street.

A resolution amending locations for resolution 2022-11.29.a, a resolution authorizing the approval of establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates.

**Section 3.** For Emergency Commission meetings, the Commission will immediately notify requesting-media via email and will post the meeting on its website and on the bulletin board on the 3<sup>rd</sup> floor of the Administrative Courthouse located at 210 East Main Street.

**Section 4.** Any person may request advance notification of all meetings at which a specific type of public business is to be discussed. All such requests shall be directed to the Clerk of the Board, who shall provide such notification as necessary.

Prepared by: Rochelle Menningen

#### Signature Page

Resolution No. 2023-01.24.b

A resolution amending locations for resolution 2022-11.29.a, a resolution authorizing the approval of establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates.

(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.

2023-01.24.c

A Resolution to approve to rescind Resolution 2023-01.17.ll, authorizing the approval of the Mortgage on a Program Year 2021, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Richard and Brenda Mason

**WHEREAS,** the Commissioners' office asked that Resolution 2023-01.17.ll be rescinded due to a clerical error, and

# 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 to rescind Resolution 2023-01.17.II.

Prepared by: Rochelle Menningen

A resolution authorizing the approval of the Mortgage on a Program Year 2021, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Richard and Brenda Mason

**WHEREAS**, Fairfield County holds certain mortgage liens pursuant to award of the CHIP program funds including but not limited to housing rehabilitation, and

**WHEREAS**, Lancaster-Fairfield Community Action Agency (hereinafter Community Action) is the CHIP Program Administrator for Fairfield County; and,

**WHEREAS**, Richard and Brenda Johnson has received a CHIP loan for Rehab Construction from Community Action for their property located at 69 Oberle Avenue, Carroll, Ohio 43112

**WHEREAS**, Lancaster-Fairfield Community Action Agency has prepared the Mortgage Document for approval in accordance with regulations governing the CHIP Program.

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

**SECTION 1:** that the Fairfield County Board of Commissioners are hereby authorized to approve said Mortgage.

**SECTION 2:** that the County Commissioners approve the execution of the said mortgage for filing with the office of the Fairfield County Recorder and to retain copies in the official records of the Fairfield County CHIP Program.

Prepared by: Lancaster-Fairfield Community Action Agency, Housing Department

#### Signature Page

Resolution No. 2023-01.24.c

A Resolution to approve to rescind Resolution 2023-01.17.II, authorizing the approval of the Mortgage on a Program Year 2021, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Richard and Brenda Mason

(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 approval of the Mortgage on a Program Year 2021, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Richard and Brenda Mason

**WHEREAS**, Fairfield County holds certain mortgage liens pursuant to award of the CHIP program funds including but not limited to housing rehabilitation, and

**WHEREAS**, Lancaster-Fairfield Community Action Agency (hereinafter Community Action) is the CHIP Program Administrator for Fairfield County; and,

**WHEREAS**, Richard and Brenda Johnson has received a CHIP loan for Rehab Construction from Community Action for their property located at 69 Oberle Avenue, Carroll, Ohio 43112

**WHEREAS**, Lancaster-Fairfield Community Action Agency has prepared the Mortgage Document for approval in accordance with regulations governing the CHIP Program.

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

**SECTION 1:** that the Fairfield County Board of Commissioners are hereby authorized to approve said Mortgage.

**SECTION 2:** that the County Commissioners approve the execution of the said mortgage for filing with the office of the Fairfield County Recorder and to retain copies in the official records of the Fairfield County CHIP Program.

Prepared by: Lancaster-Fairfield Community Action Agency, Housing Department

#### PRIVATE HOMEOWNERS REHABILITATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT <u>RICHARD AND BRENDA MASON</u>, THE MORTGAGOR(S) IN CONSIDERATION OF <u>Fifty-Two Thousand Eight Hundred Ninety-Five Dollars and 00/100 (\$52,895)</u>, paid to them by the Mortgagee, Fairfield County do hereby Grant, Bargain, Sell and Convey unto the Lender, its successors and assigns, the following premises commonly known as <u>69 Oberle Avenue</u>, <u>Carroll Ohio</u> 43112 and legally described, to wit:

Situated in the Village of Carroll, County of Fairfield, State of Ohio, and is described as follows:

And being a part of the Northwest Quarter of Section 7, Township 15N, Range 19W, and being more particularly described as follows:

Being a survey of a part of a 2.27-acre parcel conveyed to Roger D. Lama, as recorded in Deed Volume 647, page 920, in the Fairfield County Deed Record.

Parcel No. 0160126710

TOGETHER with all and singular the buildings, structures and improvements now upon or which may hereafter be put upon the above described premises or any part thereof and all easements, rights of way, licenses and privileges and all singular tenements, hereditaments and appurtenances belonging or in anywise appertaining to the said premises and property or any part thereof, and all the estate, title and interest whatsoever of the said Mortgagors of and to the above described premises; all such properties hereby granted, bargained, sold and conveyed being hereafter sometimes referred to as the "premises". TO HAVE AND TO HOLD the said premises unto the said Mortgagee, its successors and assigns, forever. And the said Mortgagors for themselves, their heirs, administrators, and executors, do hereby covenant with the said Mortgagee, its successors and assigns, that they are true and lawful owners of said premises and have full power to convey the same and that the same are free and clear of all encumbrances whatsoever.

And the Mortgagors further covenant and agree with Mortgagee as follows:

**First:** To honor the conditions of the Promissory Note in the amount of Fifty-Two Thousand Eight Hundred Ninety-Five <u>Dollars and 00/100 (\$52,895)</u>, payable in accordance with the terms of said note and agreement which document contains a FIVE (5) year repayment schedule.

**Second:** To pay or cause to be paid all taxes, assessments and other charges which are now or may hereafter be levied, charged, or assessed upon said premises hereinabove described, when due and payable, according to law, as well as all other claims which if unpaid, might by law become a lien or charge upon the premises herein described; PROVIDED, however, Mortgagors shall not be required to pay any such tax, assessment, charge, levy or claim if the amount, applicability or validity thereof shall be currently contested in good faith by the appropriate proceedings and

they shall have deposited with Mortgagee funds sufficient to pay any such contested tax assessments, charge, levy or claim if same shall finally be found to be owing by the Mortgagors. Mortgagee shall have the right to pay any assessments or taxes appearing on regular or amount or amounts so paid then be added to the principal debt herein, and bear interest at the rate of zero (0) percent per annum from the date of such payment and be secured by this mortgage the same as said principal and interest thereon.

**Third:** To keep or cause to be kept all buildings on the premises and every part and parcel thereof in good condition and repair and will cause to be made all necessary repairs, renewals and replacements so that the value and efficiency generally of the property mortgaged shall not be impaired except through depreciation in the ordinary use of the premises.

**Fourth:** To keep the buildings and improvements upon the premise hereinabove described **insured** against loss by fire and windstorm by extended coverage insurance and against such other hazards and liabilities as are commonly insured against by owners of similar property in Fairfield County, Ohio in reasonable amounts in companies approved by Mortgagee with mortgage clauses in said policies acceptable to and approved by the Mortgagee and to pay the premiums therefore and deliver said policies to the Mortgagee as so requested.

**Fifth:** To comply with all statutes, ordinances, regulations and rules which may be established by any legally constituted public authority with respect to the use, maintenance and care of the property which is subject to this mortgage.

**Sixth:** Not to change the ownership of the premises described herein without prior written consent of the Mortgagee. Property owner agrees for a period of FIVE (5) years to maintain the property as their principal place of residence and will not rent or temporarily sublease this unit and will not convert the property to any other use.

**Seventh:** That each and every covenant, agreement and obligation hereinabove contained on Mortgagor's part to be done, kept and performed by the heirs, administrators, executors and assigns of the Mortgagors, and further that each and every right and privilege of and to Mortgagee hereunder shall insure to, benefit and be enforceable by its successors and assigns.

Eighth: That in the event of default in the payment of any installment of principal or interest on said note when called for by said note, or in the event of default of performance of any of the covenants contained in this mortgage to be performed by Mortgagors herein, the holder of said note may, at its option, without notice declare the principal of said note and interest accrued hereon to be immediately due and payable and may proceed to enforce the collection thereof by suit at law or in equity or by proceedings to foreclose this mortgage and in any such event, the Mortgagee shall at once become and be entitled to the possession, use and enjoyment of the property hereinabove deserved, and to the rents, issues, royalties and profits thereof, and such possession and enjoyment shall at once be delivered and surrendered to the Mortgagee on request, and upon refusal, the said delivery may be enforced by the Mortgagee by any civil suits or proceedings and the Mortgagee shall be entitled to a receiver of and for said premises and the rents, issues, royalties and profits thereof as a matter of right without regard to the solvency or insolvency of the Mortgagors or the value thereof; and such receiver may be appointed by any Court of competent jurisdiction upon ex-parte application and without notice, which is hereby expressly waived, and all rents, issues, royalties, profits, income and revenue shall be applied by said receiver according to law and the orders of said Courts.

PROVIDED, NEVERTHELESS, that if Mortgagors shall fully perform all of the covenants to be performed by Mortgagor(s) herein, and shall pay or cause to be paid all sums secured in the Mortgage according to the tenor and effect thereof or according to the tenor and effect of any note given by way of renewal or extension thereof, to the order of FAIRFIELD COUNTY, OHIO, then these presents to be void, otherwise to remain in full force and effect. In the event of the death of Mortgagor Owner/Occupant (s) during said FIVE (5) year period, if said property is transferred to a member of his or her family such person(s) may assume the obligations herein as long as he or she occupies the said property. Otherwise, remaining balance is due and payable.

#### **TERMS OF THE LOAN:**

<u>Deferred Forgivable</u> - (\$52,895). The deferred forgivable amount shall be 100% of the total rehab amount, and is reduced by 20% per year for five (5) years at 0% interest. After the five (5) year period, 100% of the loan is totally forgiven. In the event the Mortgagor(s) sell the property, transfer the title, refinance, subordinate the real property, or

violate any element of the Terms and Conditions, Affidavit, Promissory Note, or this Mortgage Note during the 5-year period, then the remaining amount is paid back on a prorated basis. The five-year period shall begin upon execution of this Mortgage.

Where required by this contest, words in singular number shall be construed as plural and words in plural as singular, and the use of gender shall include all genders.

IN WITNESS WHEREOF, the said mortgagors, whether seized in fee, or of dower, the latter of whom hereby intending to release all their right and expectancy of dower in said premises have hereunto set their hands this \_\_\_\_ day of January 2023.

WITNESS	MORTGAGOR – RICHARD MASON
WITNESS	MORTGAGOR – BRENDA MASON
	in and for said County and State, personally appeared mortgagor, owner-occupant(s) who acknowledged that tame is his/her free act and deed.
NTY OF FAIRFIELD)SS  The me, the subscriber, a Notary Public  RICHARD AND BRENDA MASON  The foregoing instrument and that the second se	_mortgagor, owner-occupant(s) who acknowledged that

Prepared by: Lancaster-Fairfield Community Action Agency Fairfield County, Ohio

### Prosecutor's Approval Page

Administrative Approval No.

A resolution authorizing the approval of the Mortgage on a Program Year 2021, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Richard and Brenda Mason

(Lancaster-Fairfield Community Action Agency)

Approved as to form on 1/9/2023 8:08:22 AM by Steven Darnell,

A Resolution to approve to rescind Resolution 2023-01.17.ll, authorizing the approval of the Mortgage on a Program Year 2021, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Richard and Brenda Mason

**WHEREAS,** the Commissioners' office asked that Resolution 2023-01.17.ll be rescinded due to a clerical error, and

# 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 to rescind Resolution 2023-01.17.II.

Prepared by: Rochelle Menningen

#### Signature Page

Resolution No. 2023-01.24.d

A resolution authorizing the approval of the Mortgage on a Program Year 2021, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Richard and Brenda Mason

(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.

2023-01.24.e

# A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2736, Subfund# 8293 FY2022 CFLP Grant [Fairfield County Commissioners]

**WHEREAS,** the FY2022 CFLP grant has been reconciled by the grantor and unspent monies need to be returned; and

**WHEREAS,** Lancaster-Fairfield Community Action will issue a check to the Board of Commissioners for the amount necessary to return; and

**WHEREAS,** appropriations are needed in the major expenditure object category of other for fund # 2736; and

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

# 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:

Other 12273622 \$ 3,105.97

### For Auditor's Office Use Only:

#### Section 1.

\$3,105.97 to 12273622 590330

**Section 2.** Issue an Amended Certificate in the amount \$3,105.97 to increase fund # 2736, subfund# 8293.

**Section 3.** Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12273622 438007 in the amount of \$3,105.97.

Prepared by: Staci Knisley Commissioners' Office

2023-01.24.e

A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2736, Subfund# 8293 FY2022 CFLP Grant [Fairfield County Commissioners]

01/24/2023



# INVOICE

#### Bill To:

Fairfield County Commissioners' Office Fairfield County Courthouse 210 E. Main Street Lancaster, OH 43130 Remit To:

CFLP Solid Waste District 675 Price Road Newark, OH 43055

Invoice Date

January 27, 2023

DESCRIPTION		TOTAL
Reimbursement of unspent 2022 Outreach & Recycling of	contract funds	\$ 3,105.97
0.1/0.1/0.000	Balance Due	\$ 3.105.97

#### Signature Page

Resolution No. 2023-01.24.e

A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2736, Subfund# 8293 FY2022 CFLP Grant [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.

2023-01.24.f

A resolution to appropriate from unappropriated in a major expenditure object category Reese Peters Hotel Motel Tax #2423 Fairfield County Auditor

**WHEREAS**, additional appropriations are needed in the major expenditure object category for #2423 Reese Peters Hotel/Motel; 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:

\$225,000.00, 10242300 Others

# For Auditor's Office Use Only:

10242300 590000 \$225,000.00 Other Expenses

Prepared by: Bev Anders

cc: List Department/Office here

Resolution No. 2023-01.24.f

A resolution to appropriate from unappropriated in a major expenditure object category Reese Peters Hotel Motel Tax #2423

(Fairfield County Auditor- Finance)

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 Fairfield County Common Pleas County Probation Fund 2365.

**WHEREAS,** additional appropriations are needed in the major expenditure object category for 2365 County Probation; and

**WHEREAS,** appropriate from unappropriated will allow proper accounting in the major expenditure object category in order to cover operating expenses.

# 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:

13236500 Contractual Services \$20,000

#### For Auditor's Office Use Only:

13236500 550400 \$10,000 Training, Membership, Dues 13236500 558000 \$10,000 Travel Reimbursement

Prepared by: Brian Wolfe

Resolution No. 2023-01.24.g

A resolution to appropriate from unappropriated in a major expenditure object category Fairfield County Common Pleas County Probation Fund 2365.

(Fairfield County Court of Common Pleas)

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.

2023-01.24.h

# A resolution approving an account to account transfer in a major object expense category – Fairfield County Economic and Workforce Development

**WHEREAS,** appropriations are needed to cover expenses in the Economic and Workforce Development other categories in 2023; and

**WHEREAS,** an account to account transfer will allow proper classification of major expenditure object category in the proper major expense categories; 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 \$900 is hereby authorized as follows:

From: 12100101 contractual services To: 12100101 materials & supplies

#### For Auditor's Office Use Only:

#### Section 1.

\$ 150 FROM: 12100101 530000 Contractual Services

TO: 12100101 561060 Materials & Supplies

\$ 750 FROM: 12100101 530000 Contractual Services

TO: 12100101 561061 Materials & Supplies

Prepared by: Angel Conrad

Resolution No. 2023-01.24.h

A resolution approving an account to account transfer in a major object expense category – Fairfield County Economic and Workforce Development

(Fairfield County Economic & Workforce Development)

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.

2023-01.24.i

#### A resolution authorizing an EMA fund to fund transfer. [EMA]

**WHEREAS,** funds are needed to match grant funds for the Emergency Management Performance Grant Fund; and

**WHEREAS**, it is necessary to transfer the cash to meet obligations.

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

**Section 1.** That the transfer of funds in the amount of \$150,000.00 is hereby authorized as follows:

From: 12209035 700000 Transfers Out To: 12270722 439100 Transfers In

Prepared by: Christy Noland

cc: EMA

Resolution No. 2023-01.24.i

A resolution authorizing an EMA fund to fund transfer.

(Fairfield County Emergency Management Agency)

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 EMA Funds [EMA]

**WHEREAS,** additional appropriations are needed in the major expenditure object category for 2090 Emergency Management Fund; and

**WHEREAS,** additional appropriations are needed in the major expenditure object category for 2091 Local Emergency Planning Committee Fund; 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:

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

12209035 \$5,000.00 Materials and Supplies 12209035 \$7,000.00 Contract Services 12209035 \$6,000.00 Capital Outlay

12209100 \$9,000.00 Contract Services 12209100 \$1,262.55 Materials and Supplies

#### For Auditor's Office Use Only:

12209035 561000 \$5,000.00 Supplies 12209035 530000 \$7,000.00 Contract Services 12209035 574000 \$6,000.00 Equipment

12209100 530000 \$9,000.00 Contract Services 12209100 561000 \$1,262.55 Supplies

Prepared by: Christy Noland

cc: EMA

Resolution No. 2023-01.24.j

A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds

(Fairfield County Emergency Management Agency)

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.

2023-01.24.k

A resolution granting Jeremiah Upp, County Engineer, and staff permission to attend.

**WHEREAS**, pursuant to Section 325.20 of the Ohio Revised Code, Jeremiah Upp, Fairfield County Engineer, is requesting permission for the County Engineer and staff to attend conventions and meetings deemed pertinent to the operation of the County Engineer's Office in 2023.

# 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 resolves to and does hereby approve this request for Jeremiah Upp, Fairfield County Engineer, and the employees of the County Engineer's Office, to attend conventions and meetings deemed pertinent to the operation of the office, not to exceed the amount appropriated for travel expenses during 2023 and as consistent with the Fairfield County policy.

**SECTION 2:** that the Clerk of this Board furnish one signed copy of this resolution to the Fairfield County Engineer.

Prepared by: Cheryl Downour

cc: Engineering Office

Resolution No. 2023-01.24.k

A resolution granting Jeremiah Upp, County Engineer, and staff permission to attend.

(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.

2023-01.24.1

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment, software & fixtures

**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:

\$25,000.00 16202404-Capital Outlay

#### For Auditor's Office Use Only:

16202404-574000 \$25,000.00

Prepared by: Julie Huggins

cc: Engineer

Resolution No. 2023-01.24.I

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment, software & fixtures

(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.

2023-01.24.m

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

**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:

\$10,000.00 16202403-Materials & Supplies

#### For Auditor's Office Use Only:

16202403-560510 \$10,000.00

Prepared by: Julie Huggins

cc: Engineer

Resolution No. 2023-01.24.m

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

(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 for Approval of Change Order No. 3 to the Contract between the Walsh Construction Group, LLC and the Fairfield County Commissioners

**WHEREAS,** The Board of County Commissioners has previously approved a contract between the Walsh Construction Group and the Commissioners, for the construction of the Fairfield Center-Phase 1 renovation, located at 12943 Stonecreek Drive, Pickerington, Ohio, and

**WHEREAS,** The Board of County Commissioners has been advised by the Facilities Manager that work has been paused due to a potential change of use, and

**WHEREAS,** the Board of County Commissioners desires to modify the contract with the Walsh Construction Group per Change Order No. 3 to deduct work as requested by the Owner; and

**WHEREAS,** funds have been placed in a capital projects fund from ARP funds for the specific purpose of the construction of the Fairfield Center facility, and a purchase order encumbering the funds for the services has been acquired.

**WHEREAS,** the attached change order has been approved as to form by the County Prosecutor's Office.

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

**Section 1.** That the Board of County Commissioners approves the attached Change Order No. 3 for the contract with the Walsh Construction Group, LLC, and authorizes the Board President to sign the change order.

**Section 2**. The Clerk of the Board of Commissioners will provide a signed reproduction copy to the Walsh Construction Group.

#### **Facilities Operations Department**

Dennis R. Keller Facilities Director

Jon Kochis Deputy Facilities Director



#### **Board of County Commissioners**

Steven A. Davis

Commissioner

Jeff Fix
Commissioner

David L. Levacy

Commissioner

**DATE:** December 29, 2022

TO: Mr. Michael Walsh, President

Walsh Construction Group, LLC 5925 Wilcox Place, Suite B Dublin, Ohio 43016

**PROJECT:** Renovation of The Fairfield Center for Government Services

RE: Bulletin for Deduct Change Order to Delete Work Items

Dear Mr. Walsh;

Fairfield County has decided to revise the future use of the Conference Room 112 and Lobby 101/106 areas of the project, to become a future tenant space for the Ohio BMV. A bulletin from the Architect is attached describing the scope of this change, which deletes designated items in these areas that should not be performed under this contract. Any materials for the deleted items that were already purchased should be turned over to the Owner for future use.

Another bulletin describing the items to be revised/added in these areas for the future BMV offices will be issued as soon as the plans can be prepared and determinations can be made relating to the existing building permit.

We look forward to continuing the work with you on this important project for Fairfield County.

Sincerely,

**FAIRFIELD COUNTY COMMISSIONERS OFFICE** 

Dennis R. Keller, Facilities Manager

CC: Contract File

Steve Luchtenberg, VPL

Jon Kochis, Deputy Facilities Director



426 E. Main Street ~ Lancaster, Ohio 43130 Ph: 740-654-4048 Fax: 740-654-3009

December 29, 2022

Mr. Dennis Keller Fairfield County Facilities Director 210 East Main Street Lancaster, OH 43130

#### Re: Building #2, Fairfield Center- Bulletin for Middle Pod Revisions

#### Dear Dennis,

As discussed in our job meeting today, the State of Ohio BMV Agency has agreed to move their operations into the middle 50'x 50' pod of building #2 at the Fairfield Center. As this pod was originally designed for a different function and is currently under construction for that function, there are several facets of that work that should cease immediately. At the same time though, there are also portions of that work that will not affect the layout of the BMV office and therefore should proceed.

#### Work that should cease immediately in the middle pod: \*

- 1. Installation of all flooring and vinyl base in rooms 101, 102, 103, 104, 106, 110 and 112.
- 2. Painting in all rooms except rooms 107, 108 and 109.
- 3. Installation of remaining suspended ceiling panels in all rooms except rooms 107, 108 and 109.
- 4. Installation of new casework in room 112.
- 5. Power hookup to HVAC humidity controls in room 112.
- 6. Installation of door slabs and all hardware at door openings 103 and 112.

#### Work that should proceed in the middle pod:

- 1. All interior and exterior work at the new air lock entry, including access control hardware.
- 2. All work in baths 108 and 109, including doors and hardware.
- 3. All work in janitor closet 107, including the door and hardware.
- 4. Installation of new lever hardware at existing door 111.
- 5. Installation of door 113. The lever hardware will be modified with the BMV work, so the originally scheduled lever for this door should not be installed.
- \* Any materials that Walsh Construction has purchased for all work that is listed (above) to cease should be turned over to the County.

Please forward this to Walsh Construction.

Respectfully,

Steve Luchtenberg Project Architect



#### **OWNER CHANGE ORDER**

CHANGE ORDER NO: 003

CHANGE ORDER DATE: 12/29/22

Fairfield County Commissioners 210 East Main Street Lancaster, Ohio 43130

PROJECT NAME: Remodeling of The Fairfield Center for Gov't Services

#### **CHANGE ORDER DESCRIPTION:**

Deduct for Deleted Work in Middle Pod per Architect's Bulletin Dated 12/29/2022.
- Installation of Flooring and Vinyl Base in Rm. 101, 102, 103, 104, 106, 110 and 112:

(\$1,948.00)

- Interior Painting in Rooms 101, 102, 103, 104, 106, 110 and 112:

(\$1,300.00)

- Installation of Ceiling Panels in Rooms 101, 102, 103, 104, 106, 110 and 112:

(\$2,750.00)

- Installation of Casework and Countertops in Room 112:

(\$845.00)

- Installation of Doors and Hardware at Rooms 103 and 112:

(\$500.00)

Extend the contract completion date to January 31, 2023, due to negative impacts from suppliers and subcontractors for delivery of critical materials and equipment needed to perform the work.

CHANGE ORDER TOTAL: \$\,\\$-8,879.73

Not Valid until signed by both Owner and Contractor. Signature of the Contractor indicates the Contractor's Agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was	\$1,963,530.00
The Net Change by previously authorized Change Orders was	\$ 46,218.74
The Contract Sum prior to this Change Order was	\$1,968,709.02
The Contract Sum will be increased by this Change Order amount	\$ -\$8,879.73
The new Contract Sum will be	\$2,000,869.01

Completion Date: January 31, 2023

#### **AUTHORIZED BY OWNER:**

Fairfield County Commissioners 210 East Main Street, Suite 301 Lancaster, Ohio 43130

By: Aundrea Cordle, County Administrator

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

#### **ACCEPTED BY CONTRACTOR:**

Walsh Construction Group, LLC 5925 Wilcox Place, Suite B Dublin, Ohio 43016

By: (Print) \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

01/24/2023

#### **Facilities Operations Department**

Dennis R. Keller Facilities Director

Jon Kochis Deputy Facilities Director



#### **Board of County Commissioners**

Steven A. Davis *Commissioner* 

Jeff Fix
Commissioner

David L. Levacy *Commissioner* 

#### NOTICE TO DELETE CONTRACT WORK

**DATE:** December 29, 2022

**TO:** Mr. Michael Walsh, President

Walsh Construction Group, LLC 5925 Wilcox Place, Suite B

Dublin, Ohio 43016

**PROJECT:** Renovation of The Fairfield Center for Government Services

RE: Potential Change Order

Dear Mr. Walsh;

Fairfield County has decided to revise the future use of the Conference Room 112 and Lobby 101/106 areas of the project, to become a future tenant space for the Ohio BMV. A bulletin describing the scope of this change will be issued by the Architect in the near future, which will delete designated items in these areas that should not be performed under this contract. At a minimum, items to be deleted would include wall finishes, floor coverings, casework installation, door & hardware installation, ceiling tile installation, etc.

Another bulletin describing the items to be revised/added in these areas for the future BMV offices will be issued as soon as the plans can be prepared and determinations can be made relating to the existing building permit.

We look forward to continuing the work with you on this important project for Fairfield County.

Sincerely,

#### **FAIRFIELD COUNTY COMMISSIONERS OFFICE**

Dennis R. Keller, Facilities Manager

CC: Contract File

Steve Luchtenberg, VPL

Fairfield County Facilities Operations Department • 210 East Main Street • Lancaster, Ohio 43130

#### Prosecutor's Approval Page

Resolution No.

A Resolution for Approval of Change Order No. 3 to the Contract between the Walsh Construction Group, LLC and the Fairfield County Commissioners

(Fairfield County Facilities)

Approved as to form on 1/19/2023 4:05:44 PM by Steven Darnell,

Resolution No. 2023-01.24.n

A Resolution for Approval of Change Order No. 3 to the Contract between the Walsh Construction Group, LLC and the Fairfield County Commissioners

(Fairfield County Facilities)

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.

2023-01.24.o

A resolution to approve a reimbursement for funds included in a returned Amazon check as a memo expenditure for fund# 7521 Family, Adult, and Children First Council

**WHEREAS**, Amazon returned a check to the Family, Adult, and Children First Council that included returned funds for the Fairfield County Engineer's Office; and

**WHEREAS**, the Family, Adult, and Children First Council needs to reimburse the Fairfield County Engineer's Office by using code 60752100 530000.

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

16202404 438007 (Refund of Prior Year Expenses) Amazon Reimb \$ 149.26

This amount represents monies owed to the Engineer's Office that was included in a check sent to the Family, Adult, and Children First Council as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Engineer's Office for refund sent to FACFC.

Memo expenditure as referenced in supporting documentation: Vendor # 2320 Fairfield County Engineer's Office

Account: 60752100 530000 Operational Capacity Building Funds - Contract

Services

Amount: \$ 149.26

Prepared by: Tiffany Wilson



Refund check from amazon. Three checks are for FACFC one check is a refund for Fairfield County Engineer's office. FACFC deposited check and needs to reimburse the Engineer's office.

0667 000 0000011 00000000 0001 0001 00011 INS: 0 0 FAIRFIELD COUNTY COMMISSIONERS ATTN: CHRISTINA FOSTER 210 E MAIN ST ROOM 301 LANCASTER OH 43130

Page 1 of 1

12/01/22

REFUND ON AMAZON.COM CML ACCOUNT C8MP- XXXXX-XXXX-XXX1289
CREDIT BALANCE -- OVERPAYMENT

THE FOLLOWING ITEMS WERE REFUNDED...

5362672	102.38 22.007441
5362627	149.26 Check was sent to amazon in error.
5362670	391.78 - 2200 7439
5362671	71.97 POH 22007440

IF YOU HAVE ANY QUESTIONS REGARDING THIS REFUND, PLEASE CONTACT THE CUSTOMER SATISFACTION UNIT AT 1-866-634-8381

CK0667 v1.1

#### Please detach before negotiating check

amazon.c		EVERAL DOCUMENT SECURITY FEATURES	6029047 CHECK NO.	64-1278 611
Amazon.com Credit Services			DATE OF CHECK 12/01/22	
	RE: C8MPXXXXXX	(XXXXXX1289		
PAY: Seven Hundre	d Fifteen And 39/100 Dollars	F	CHECK AMOUNT	Security learning grades on back
TO THE ORDER OF	FAIRFIELD COUNTY COMMISSIONERS ATTN: CHRISTINA FOSTER 210 E MAIN ST ROOM 301 LANCASTER OH 43130		\$715.39	
Bank of America, N.A. Atlanta, Dekalb County GA		- ZA	uthorized Signature	

INVOICE DATE	INVOICE NUMBER	DESCRIPTION		INVOICE AMOUNT
09/13/2022	902973919	ANTENNA AND RADIO		\$149.26
		PO #: 22007550 - ENGINEER-ADMIN		
		GL#:16202404 - 574000	\$149.26	
		CUSTOMER #282028		

Check sent to Amazon in error

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
6747	LEICA GEOSYSTEMS INC	5362627	11/10/2022	\$149.26

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Pay \*One Hundred Forty-nine Dollars and 26 Cents\*

For

To the Order Of PO BOX 536874 ATLANTA, GA 30353-6874 
 Vendor Number
 Check Number
 Check Date

 6747
 5362627
 11/10/2022

\$149.26

FILE COPY NON-NEGOTIABLE

SEND REMITTANCE TO:

Leica Geosystems Inc. P.O. BOX 536874 Atlanta, GA 30353-6874



INVOICE - US - 902973919

DATE: 09/13/2022

FAIRFIELD COUNTY ENGINEER OFFICE cheryl.slone@fairfieldcountyohio.go 3026 W FAIR AVENUE **LANCASTER OH 43130-8993** 

Leica Geosystems Inc Fed. Tax ID # 16-1516976 5051 Peachtree Corners Circle Suite 250 Norcross, GA 30092 www.leica-geosystems.com

> Phone: 800 367 9453 Fax: 770 326 9593

Our reference:

Steve Myer - (A01) Christina Cluxton

Cust.reference:

**Dustin Mathews** 

Customer no.:

**ITM** 

10

834668

282028

PARTNO B/O QTY

Order date:

09/12/2022

USD/TOTAL UNIT PRICE

: Dustin Mathews

Your order no. Our order/del. no.

DESCRIPTION

3561113 / 802721894

GAT27, Multiband Antenna for 700-2700 MH GSM/UMTS/LTE mobile networks and 900 MHz 134.00

134.00

radio.

Total

134.00

Freight

15.26

**Total USD** 

149.26

Incoterms

: EXW LAWRENCEVILLE, GA 30043

Shipped via

: UPS Ground Service

Terms of payment

: 30 days net

1.0% interest per month will be charged on overdue accounts.

Terms

: Leica's terms apply, see https://portal.leicaus.com/US\_GT\_Cs\_of\_Sales.txt.:

Standard warranty applies, at http://www.leica-geosystems.com/corporate/en/support/lgs\_3434.htm

But my 10-18-22

16202404 - 574000

Shipping point:

Leica Geosystems Inc., 2160 Breckinridge Blvd., Lawrenceville, GA 30043

Phone: 800-367-9453 01/24/2023

170

#### **DELIVERY NOTE - US - 802721894**

Date: 09/12/2022

Leica Geosystems Inc.

2160 Breckinridge Blvd. Lawrenceville, GA 30043

Phone: 800-367-9453

FAIRFIELD COUNTY ENGINEER OFFICE cheryl.slone@fairfieldcountyohio.go 3026 W FAIR AVENUE LANCASTER OH 43130-8993 Phone: 740-652-2300

Our reference:

Steve Myer - (A01)

Christina Cluxton

Customer no.: Transport type: 282028

**UPS Ground Service** 

Cust.reference:

Order no.:

3561113 Order date:

09/12/2022

**Dustin Mathews** 

ITM

**PARTNO** 

**DESCRIPTION** 

ORD.QTY.

DEL.QTY.

B/O

10 834668 GAT27 Antenna for LTE / radio

1

1

0

Net weight:

0.023 KG

No. of pkg: Tracking#:

> RECEIVED SEP 1 6 2022 FAIRFIELD COUNTY ENGINEER

### Fairfield County Auditor Finance Office Then and Now Certification

I, Carri L. Brown, Fairfield County Auditor, certify that both at the time that the following contracts or orders were made and at the time that a certification (Section 5705.41) was completed, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

The Commissioners as Taxing Authority have authorized the drawing of a warrant. See the separate bill list. (Exceptions: Regional Planning, Park District, Board of Health, and Soil and Water. These boards have authorized the drawing of a warrant.)

Account Number: 16202404-5	574000		
Vendor Name	2	Amount	P.O. No.
Leica Geosystems Inc.		149.26	22007550
		<del></del>	
			_
		,	
Department official requesting a Then and Now Certification:	Julie Huggins		
	11/07/2022	X-1-	
	L	Date	
Authorized by Deputy Auditor - Finance:	-		
	D	Date	

Resolution No. 2023-01.24.o

A resolution to approve a reimbursement for funds included in a returned Amazon check as a memo expenditure for fund# 7521 Family, Adult, and Children First Council

(Fairfield County Family, Adult and Children First Council)

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.

2023-01.24.p

# A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2018 reimbursing Fund 2072

**WHEREAS**, Fairfield County Job & Family Services expended funds and expects to expend funds from the Children Services Fund for costs attributable to the Public Assistance division of Job and Family Services, and

**WHEREAS**, the Public Assistance division has received funds to cover these costs and such funds have been deposited in the Public Assistance Fund (2018) as required, and

**WHEREAS**, it is necessary for the Children Services Fund (2072) to recover costs from the Public Assistance Fund (2018),

#### NOW THEREFORE,

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

Section 1. That the Fairfield County Auditor reflect the following memo receipt:

12207207-433100 (Federal Government Grants) \$24,858.61

This amount represents costs owed to the CPS fund.

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of TANF RMS costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, reimbursing the children services fund for costs incurred by the Public Assistance division.

Memo expenditure as referenced in supporting documentation:

Vendor: 10608 Fairfield County PCSA fund

Account: 12201812 - 530003 PRC/TANF

2023-01.24.p

# A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2018 reimbursing Fund 2072

Amount: \$24,858.61

Prepared by: Josh Crawford Deputy Director Finance

Cc: JFS Finance

01/24/2023



# LAP23 - Fairfield County Public Children Services Agency Over/Under Reconciliation **CFIS Web**



SL Name: LAP23 - Fairfield County Public Children Services Agency December 2022

Report Option: Quarter Ending:

As of Now

# LAP23 - Fairfield County Public Children Services Agency

587,905.40	16,855,061.20	7,115,799.91	(298,118.90)	23,839,130.27	(16,425,211.46)	2,913,235.61	4,201,765.48	(790.02)	7,113,001.09	rinanciais iotai:	3	
								(700 00)	744700000		3	
0.00	0.00	0.00	0.00	0.00	0.00	29,281.00	0,00	29,281.00	29,281,00	09/2023 12/2023	JFSCTF23 93.558	
12,966.44	0.00	23,348.18	0.00	23,348,18	0.00	18,899.26	10,381,74	5,932,82	29,281,00	09/2022 01/2023	JFSCTF22 93.558	TANF Independent Living JFSCPTIL
0,00	13,230.64	13,230.64	0.00	13,436.43	(205.79)	0.00	0.00	(13,230.64)	0.00		JFSOLF23	
0,00	11,627.97	11,627.97	0.00	11,650,65	(22.68)	0.00	0.00	(11,627,97)	0.00		JFSOLF22	TANF Administration/Services JFSCPTAS
(387,263.17)	0.00	558,194,33	558,194,33	0.00	0.00	315,152.50	945,457,50	702,415.67	1,260,610.00	06/2023 09/2023	JFSFSF23 ST.FOS	
0.00	0.00	1,260,610.00	1,260,610.00	0.00	0.00	3,815.69	1,260,610.00	3,815.69	1,264,425 69	06/2022 09/2022	JFSFSF22 ST FOS	SCPA - Regular JFSCPSCP
0_00	2,779,985.30	2,779,985,30	0.00	2,779,985.30	0.00	0.00	0,00	(2,779,985.30)	0.00		JFSOLS23	Public Assistance Fund Trans JFSCPPAF
(Over) /Under	Ceiling Excess	Total	Adjustments Account=8	Disbursement Account=5	Revenue Account=4	Available to Draw	Drawn	Available to Expend	Allocation	End Date/ Liquidation	Grant	Budget Ref
			Financials by Account Type	Financials by		IW	Draw	jet	Budget			

Page 7 of 7

Resolution No. 2023-01.24.p

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2018 reimbursing Fund 2072

(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.

2023-01.24.q

# A resolution regarding a Purchase of Service Contract between Avertest, LLC dba Averhealth and Job & Family Services

**WHEREAS,** Fairfield County Job & Family Services (FCJFS), is requesting the Board of Commissioners approval of a purchase of service contract with Avertest, LLC, 2916 W Marshall St, Suite A, Richmond, VA 23230, and

**WHEREAS**, the purpose of the purchase of service contract is to provide substance abuse screening services to meet the needs of the agency, and

**WHEREAS,** this agreement shall be effective January 1, 2023 through December 31, 2023, and

**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 agreement with Avertest, LLC dba Averhealth, and Fairfield County Job & Family Services.

Prepared by: Sarah Darnell cc: JFS / Budget Manager

#### **Service Agreement**

This Agreement (hereinafter referred to as "AGREEMENT"), effective as of this First day of January 2023 and entered into by and between **Fairfield County Job and Family Services**, **Protective Services**, **of the State of Ohio** (hereinafter referred to as "the Agency") and **Avertest**, **LLC d/b/a Averhealth** (hereinafter referred to as "Provider"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

#### SECTION I. PURPOSE AND SCOPE

- 1.01 The purpose of this Agreement is to provide Measurement-based Systematic monitoring services for clients involved in adult and juvenile probation, community corrections, pretrial, and other similar diversion programs. The services shall foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community.
- Agreement, as referred to herein, shall mean this document executed by the Agency and Provider, and shall include the Terms and Conditions set forth herein, Attachments A and B described in Sections II and IV and attached hereto, and any supplemental agreement or modification entered into between the Agency and Provider, in writing and signed by each Party, after the date of this AGREEMENT.
- 1.03 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the Agency and Provider with respect to the subject matter hereof. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the AGREEMENT have been made by the Agency or Provider which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This AGREEMENT may be amended and modified only in writing signed by both the Agency and Provider.

#### SECTION II. ROLES AND RESPONSIBILITIES

- 2.01 The Agency shall refer clients for Measurement-based Systematic Monitoring by entering relevant client information into Aversys.
- 2.02 Provider shall provide services as specified in Attachment A, "Scope of Services", attached hereto and incorporated by reference into this AGREEMENT.

#### SECTION III. TERM

- 3.01 The term of this Agreement shall begin as of the date indicated above and shall terminate one (1) year thereafter, unless terminated earlier in accordance with this Agreement.
- 3.02 In the event of dissatisfaction among the parties, the Provider and the Agency shall meet to develop a plan to cure the source of the dissatisfaction. Should the Provider and Agency develop a mutual plan, this Agreement shall remain in effect, but and in no case shall either party terminate this Agreement until at least one hundred-twenty (120) day following the meeting.

3.03 This Agreement is contingent upon the Agency receiving the necessary funding to cover the obligations of the Agency. In the event that such funding is not received or appropriated, the obligations of the Agency under the Agreement shall cease, and each party shall be released from further performance under the Agreement without any liability to the other party.

#### SECTION IV. COMPENSATION

- 4.01 Provider proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, "Service Fees", attached hereto and incorporated herein. There are no minimum or maximum compensation levels for services under this Agreement.
- 4.02 Provider shall in a reasonable, prompt, and timely fashion submit properly itemized invoice(s) for services performed for which expenses incurred under this Agreement are payable by the Agency. The Agency shall pay Provider within thirty (30) days after receipt of such properly itemized invoice(s) where payment is incurred by and owed by the Agency.

#### SECTION V. GENERAL PROVISIONS

- 5.01 <u>Independent Provider</u>. The parties agree that Provider is an independent provider and is in no way an employee or agent of the Agency. As such, Provider is not entitled to workers' compensation or any benefit of employment by the Agency. The Agency shall have no control over the performance of this Agreement by the Provider or Provider's employees, except to specify the results to be achieved. Provider acknowledges that it is not insured in any manner by the Agency for any loss of any kind whatsoever. Provider has no authority, express or implied, to bind or obligate the Agency in any way.
- 5.02 <u>Necessary Documentation</u>. Provider certifies that it will furnish the Agency, if requested, any and all documentation, certification, authorization, license, permit, or registration required by applicable federal, state and local laws, rules, regulations or ordinances. Provider further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement.

#### 5.03 Confidentiality.

5.03.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Provider understands that the information provided to it or obtained from the Agency during the performance of its services is confidential and may not, without prior written consent of the Agency, be disclosed to any person without receiving permission from the Agency except to employees or agents of Provider who have a need to know in order to provide the services. Further, Provider's work product generated during the performance of this Agreement is confidential to the Agency. Confidential information shall not include information, that: (a) was known by Provider or the Agency at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Provider or the Agency; (c) is made known to Provider or the Agency by a third person who to the knowledge of the Provider or the Agency does not impose any

obligation of confidence on Provider or the Agency with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or Agency order whereupon Provider or the Agency shall provide notice to the other party prior to such disclosure; or (e) information that is independently developed by Provider or the Agency without references to the confidential information.

- 5.03.2 Provider acknowledges that it is a Qualified Service Organization as defined by 42 C.F.R. Part 2 and that: (i) in receiving, storing and processing, or otherwise dealing with any information from the Agency about clients, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; (ii) any client information it receives from the Agency that is protected by 42 C.F.R. Part 2 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 42 C.F.R. Part 2.
- 5.03.3 Provider acknowledges that: (i) in receiving, storing and processing, or otherwise dealing with any information from the Agency about clients, it is fully bound by the provisions of the federal regulations governing Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164; (ii) any client information it receives from the Agency that is protected by 45 C.F.R. Parts 160 and 164 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 45 C.F.R Parts 160 and 164.
- 5.03.4 Provider shall not, under any circumstances, release information provided to it by, or on behalf of, the Agency that is required to be kept confidential by the Agency except as contemplated by Section 5.03.1(d), above.
- 5.04 Records; Audit. Provider shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Provider shall make such materials available, at its offices at all reasonable times during the Agreement period and for a period of three (3) years from the date of final payment under this Agreement, for inspection by the Agency or any other authorized representative of the Agency. Copies thereof, if requested, shall be furnished at no cost to the Agency.
- 5.05 Insurance. Provider agrees to obtain and keep in force during its acts under this AGREEMENT a comprehensive general liability insurance policy in the minimum Agreement of \$1,000,000 and \$1,000,000/personal injury and a professional liability insurance in the minimum Agreement of \$1,000,000, which shall name and protect Provider; Provider's officers, agents, and employees; the Agency; and the officers, agents, and employees of the Agency from and against all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts or omissions of Provider. Certificates of Insurance, naming the Agency as an "additional insured," showing such coverage then in force (but not less than the Agreement shown above) shall be filed with the Agency within thirty (30) days of this Agreement.

- 5.06 <u>Indemnification</u>. Provider agrees to indemnify, defend, and hold harmless the Agency, and its directors, officers, agents, officials, representatives, and employees from and against any and all demands, claims, losses, actions, causes of action, judgments and liens arising out of or in connection with the acts and/or any performances, omissions, activities, or breach of Provider or any of its officers, agents, employees or subcontractors. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The Provider shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the Agency.
- 5.07 <u>Non-discrimination</u>. Provider and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, national origin, ancestry, age, disability, or United States military service veteran status.
- 5.08 <u>Conflict of Interest</u>. Provider certifies and warrants to the Agency that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the Agency.
- 5.09 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, riots, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

#### 5.10 Applicable Laws; Forum.

- 5.10.1 Provider agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the Agency and Provider to determine whether the provisions of the Agreement require formal modification.
- 5.10.2 This Agreement shall be construed in accordance with the laws of the state where services are provided. Venue for any dispute arising under this Agreement shall be in state and county where the Agency is located.

- 5.11 <u>Severability</u>. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a Agency of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.12 <u>Successors and Assigns</u>. Except as otherwise provided herein, Provider shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Agency; provided, however, the Provider may freely assign this Agreement to a subsidiary or affiliated entity of the Provider. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Agency or the Provider.
- 5.13 <u>Authority to Bind Provider</u>. Notwithstanding anything in this Agreement to the contrary, the signatory for Provider represents that he/she has been duly authorized to execute agreements on behalf of Provider and has obtained all necessary or applicable approval to make this Agreement fully binding upon Provider when his/her signature is affixed and accepted by the Agency.

## 5.14 <u>Debarment and Suspension</u>

- 5.14.1 Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal Agency or Agency, or by any state or local Agency, Agency or political subdivision. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Provider.
- 5.14.2 Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal Agency or Agency, or by any state or local Agency, Agency or political subdivision.
- 5.15 Compliance With E-Verify Program. Provider shall enroll in and verify the work eligibility status of all newly hired employees of Provider through the E-Verify Program ("Program"). Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Provider shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Provider subsequently learns is an unauthorized alien.
- 5.16 Signature. Signatures may be executed in counterparts and by facsimile or electronic form.
- 5.17 <u>Survival</u>. Notwithstanding any other provision of this Agreement, the provisions of paragraph 5.04 "Records" of this Agreement" shall survive the expiration, cancellation or termination of this Agreement.

5.18 <u>Mutual Drafting</u>. The Agency and Provider agree that this Agreement has been mutually drafted and authored by the Agency and the Provider and that it shall not be construed against any one party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed on the next page.

FAIRFIELD COUNTY, OF THE STATE OF OHIO

AVERTEST, LLC D/B/A AVERHEALTH

Mark Johnson Chief Executive Officer

01/24/2023

#### **ATTACHMENT A – SCOPE OF SERVICES**

- 1. **Information Management System (IMS)**: Provider will provide the Agency with access to a secure, web-based HIPAA compliant IMS, that at a minimum allows the Agency to:
  - a. Enroll clients in the alcohol and drug testing program;
  - b. Enter custom test panels specific to each donor;
  - c. Order unscheduled tests for an individual donor;
  - d. Enter excused test periods for an individual donor;
  - e. Inactivate or activate donors;
  - f. Track and review donor test history;
  - g. Enter specific donor co-pay Agreements;
  - h. Designate vouchers for specific donors; and
  - i. Track applicable donor payments.

The IMS shall include a dashboard view specific to each case manager that:

- a. Provides the supervising case manager quick access to each donor;
- b. Provides a consolidated summary of all activity related to each donor;
- c. Illustrates if a donor is scheduled to test;
- d. Shows if a donor has called the donor notification system or not; and
- e. Provides a summary of recent positives, no shows, and other non-negative test results.
- 2. **Automated Random Selection Calendar**: Provider will provide, support and maintain a secure automated random selection testing calendar that is configurable to Agency specified parameters and provides the ability to:
  - a. Create default parameters that specify testing frequency and test panels, among other attributes;
  - b. Schedule donors on an individual or group basis;
  - c. Conduct testing services on any day of the year, including weekends and holidays;
  - d. View past and future testing events via the IMS; and
  - e. Manually order a one-time or unscheduled test for individual donors via the IMS.
- 3. **Client Notification:** Provider will provide, support, and maintain a donor notification system that notifies donors of the need to test. The donor notification system must:
  - a. Create a unique personal identification number (PIN) for each donor;
  - b. Record time, date and phone number of when donors call;
  - c. At a minimum provide English and Spanish language options;
  - d. Calculate a call-in compliance score for each donor;
  - e. Report if a donor fails to contact the notification system;
  - f. Allow the supervising case manager to post custom text-to-speech messages for an individual donor or group of donors;

- g. Provide capacity adequate to efficiently handle the number of calls received during peak call-in times; and
- h. Provide participants with text message and mobile application (when functionality is available) options over a call-in option.
- 4. **Specimen Collections:** The Provider shall conduct same-gender, directly observed urine collections and will also provide oral fluid, hair, and blood specimen collection options. The Provider shall:
  - a. Maintain and operate a Patient Care Center (PCC) for specimen collections located in Provider-provided space.
  - b. Operate the PCCs from 8:00 am to 4:45pm on weekday testing days and either 8:00 am 4:45 pm or 1:00 pm 7:00 pm on weekend and holiday testing days per the random selection process.
  - c. Provide same-gender on-site collections at Provider location to be mutually agreed upon, within 30 minutes of request during PCC business hours.
  - d. Staff the PCCs with personnel that are vetted via a criminal background check and drug test, trained how to collect various specimens, and provided instruction regarding the confidentiality of alcohol and drug testing information;
  - e. Provide an incident report if a patient attempts to use a device, adulterate a sample, or substitute a sample;
  - f. Conduct brief orientation sessions when each new patient reports for an initial test and on an as needed basis. The orientation sessions will provide patients with the necessary information regarding the alcohol and drug testing process. For select patients, the orientation may include the explanation and execution of an Agency-approved Alcohol & Drug Testing agreement and the explanation and distribution of a list of acceptable over the counter medications for common symptoms;
  - g. Conduct a breath alcohol test on all patients (or as ordered); and, if applicable, collect patient payments prior to specimen collection. Participants may pay with cash, money orders, cashier's checks, debit cards, or credit cards. Debit card and credit card payments are subject to a transaction fee. Personal checks will not be accepted.
- 5. **Supplies & Transportation**: The Provider shall provide all necessary sample collection and transportation supplies and courier pick-up within 24 hours of notification for specimens collected by the Agency.
- 6. **Laboratory Testing**: The Provider shall:
  - Operate a laboratory that is certified by the Agency of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA) and the College of American Pathologists – Forensic Drug Testing (CAP-FDT);
  - b. Conduct a laboratory immunoassay screen on all samples (instant test devices are not permitted);
  - c. All positive immunoassay screens must be run a second time with a new aliquot of the specimen prior to reporting the positive specimen;
  - Report the screen results by the completion of the next business day following specimen collection (e.g., screen results for samples collected and shipped on Monday shall be reported on Tuesday.);
  - e. Conduct confirmation via GC/MS or LC-MS/MS as requested by the Agency;
  - f. Retain negative specimens for five (5) business days;
  - g. Store non-negative samples in secure, frozen store for sixty (60) days;
  - h. Test assays at the cut-off levels listed in Table 1 below; and

Table 1

	Table 1				
Assay	Specimen	Screen Cut-off	Confirmation Cut-off		
Amphetamines	Urine	1000 ng/mL	100 ng/mL		
MDA	Urine	N/A	50 ng/mL		
MDEA	Urine	N/A	50 ng/mL		
MDMA	Urine	N/A	50 ng/mL		
Methamphetamine	Urine	N/A	100 ng/mL		
Phentermine	Urine	N/A	50 ng/mL		
Cannabinoids	Urine	20 ng/mL	5 ng/mL		
Cocaine	Urine	300 ng/mL	50 ng/mL		
Opiates	Urine	300 ng/mL	N/A		
Heroin (6-MAM)	Urine	N/A	5 ng/mL		
Codeine	Urine	N/A			
Hydrocodone	Urine	N/A	50 ng/mL 50 ng/mL		
•		N/A			
Hydromorphone	Urine		50 ng/mL		
Morphine Oxycodone	Urine Urine	N/A N/A	50 ng/mL 50 ng/mL		
•					
Oxymorphone PCP	Urine	N/A	50 ng/mL		
	Urine	25 ng/mL	12 ng/mL		
Barbiturates	Urine	200 ng/mL	N/A		
Butobarbital	Urine	N/A	100 ng/mL		
Butalbital	Urine	N/A	100 ng/mL		
Pentobarbital	Urine	N/A	100 ng/mL		
Secobarbital	Urine	N/A	100 ng/mL		
Benzodiazepines	Urine	200 ng/mL	N/A		
Alprazolam	Urine	N/A	50 ng/mL		
Clonazepam	Urine	N/A	50 ng/mL		
Diazepam	Urine	N/A	50 ng/mL		
Flunitrazepam	Urine	N/A	50 ng/mL		
Flurazepam	Urine	N/A	50 ng/mL		
Hydroxyalprazolam	Urine	N/A	50 ng/mL		
Lorazepam	Urine	N/A	50 ng/mL		
Midazolam	Urine	N/A	50 ng/mL		
Nordiazepam	Urine	N/A	50 ng/mL		
Oxazepam	Urine	N/A	50 ng/mL		
Temazepam	Urine	N/A	50 ng/mL		
Meperidine	Urine	200 ng/mL	N/A		
Sufentanil	Urine	N/A	1 ng/mL		
Meperidine	Urine	N/A	50 ng/mL		
Normeperidine	Urine	N/A	50 ng/mL		
Naloxone	Urine	N/A	50 ng/mL		
Naltrexone	Urine	N/A	50 ng/mL		
Methadone	Urine	300 ng/mL	25 ng/mL		
EDDP	Urine	N/A	25 ng/mL		
Methamphetamines	Urine	500 ng/mL	100 ng/mL		
Ecstasy	Urine	500 ng/mL	100 ng/mL		
Propoxyphene	Urine	300 ng/mL	25 ng/mL		
Norpropoxyphene	Urine	N/A	25 ng/mL		
EtG	Urine	500 ng/mL	300 ng/mL		
EtS	Urine	N/A	100 ng/mL		
Buprenorphine	Urine	5 ng/mL	5 ng/mL		
Norbuprenorphine	Urine	N/A	50 ng/mL		
1101 Days Chorphine	- Critic	14/11	30 Hg/ HIL		

01/24/2023

SOMA	Urine	100 ng/mL	N/A
Carisoprodol	Urine	N/A	50 ng/mL
Meprobamate	Urine	N/A	50 ng/mL
Fentanyl	Urine	2 ng/mL	1 ng/mL
Norfentanyl	Urine	N/A	1 ng/mL
Acetyl Fentanyl	Urine	N/A	1 ng/mL
Acryl Fentanyl	Urine	N/A	1 ng/mL
Alfentanil	Urine	N/A	1 ng/mL
Benzyl Carfentanil	Urine	N/A	1 ng/mL
beta-Hydroxy Fentanyl	Urine	N/A	1 ng/mL
Butyryl Fentanyl	Urine	N/A	1 ng/mL
Carfentanil	Urine	N/A	1 ng/mL
Cyclopropyl Fentanyl	Urine	N/A	1 ng/mL
Fluorobutyryl Fentanyl	Urine	N/A	1 ng/mL
Furanyl Fentanyl	Urine	N/A	1 ng/mL
Methoxyacetyl Fentanyl	Urine	N/A	1 ng/mL
Methylfentanyl	Urine	N/A	1 ng/mL
Thienyl Fentanyl	Urine	N/A	1 ng/mL
Sufentanil	Urine	N/A	1 ng/mL
Gabapentin	Urine	1.5ng/mL	100 ng/mL
Ketamine	Urine	100 ng/mL	50 ng/mL
Kratom	Urine	N/A	N/A
Mitragynin 1	Urine	N/A	5 ng/mL
7 Hydroxymitragynine 1	Urine	N/A	5 ng/mL
Tramadol	Urine	200 ng/mL	50 ng/mL
Zolpidem	Urine	20 ng/mL	10 ng/mL
Amphetamines	Hair	500 pg/mG	500 pg/mG
Methamphetamines & Ecstasy			
Cocaine	Hair	500 pg/mG	500 pg/mG
Opiates	Hair	200 pg/mG	200 pg/mG
Codeine, Morphine, 6-MAM,			
Oxycodone, Hydrocodone, Hydromorphone			
PCP	Hair	300pg/mG	300pg/mG
Cannabinoids	Hair	1pg/mG	0.1pg/mG
Amphetamines	Oral Fluid	50 ng/mL	20 ng/mL
Methamphetamine	Oral Fluid	N/A	20 ng/mL
MDA	Oral Fluid	N/A	20 ng/mL
MDMA	Oral Fluid	N/A	20 ng/mL
Benzodiazepines	Oral Fluid	20 ng/mL	N/A
Alprazolam	Oral Fluid	N/A	1 ng/mL
Diazepam	Oral Fluid	N/A	1 ng/mL
Nordiazepam	Oral Fluid	N/A	2 ng/mL
Lorazepam	Oral Fluid	N/A	1 ng/mL
Охасерат	Oral Fluid	N/A	1 ng/mL
Temazepam	Oral Fluid	N/A	1 ng/mL
Clonazepam	Oral Fluid	N/A	1 ng/mL
Buprenorphine	Oral Fluid	5 ng/mL	1 ng/mL
Cocaine	Oral Fluid	20 ng/mL,	2 ng/mL
		30 ng/mL DDS	
Benzoylecgonine	Oral Fluid	N/A	2 ng/mL
Cannabinoids	Oral Fluid	4 ng/mL,	2 ng/mL
		25 ng/mL DDS	

01/24/2023

Opiates	Oral Fluid	40 ng/mL	N/A
Codeine	Oral Fluid	N/A	1 ng/mL
Morphine	Oral Fluid	N/A	1 ng/mL
Hydrocodone	Oral Fluid	N/A	1 ng/mL
Norhydrocodone	Oral Fluid	N/A	1 ng/mL
Hydromorphone	Oral Fluid	N/A	1 ng/mL
Oxycodone	Oral Fluid	N/A	1 ng/mL
Oxymorphone	Oral Fluid	N/A	1 ng/mL
Norcodeine	Oral Fluid	N/A	1 ng/mL
Noroxycodone	Oral Fluid	N/A	1 ng/mL
Dihydrocodeine	Oral Fluid	N/A	1 ng/mL
Methadone	Oral Fluid	50 ng/mL	5 ng/mL
Methamphetamines	Oral Fluid	50 ng/mL	20 ng/mL
PCP	Oral Fluid	10 ng/mL	1 ng/mL
Breath Alcohol Test	Breath	0.00	0.00

pg/mG = picogram per milligram of hair ng/mL = nanogram per milliliter of urine

- i. Conduct specimen validity testing via creatinine testing on all samples and specific gravity, PH, oxidants when needed.
- 7. **Electronic Chain of Custody**: The IMS shall generate a legally defensible electronic chain of custody that fully integrates donor demographic data (name, gender, age, case manager, etc.) and tracks the specimen during all phases of the testing process.
- 8. **Results Reporting**: The Provider shall report all test results and related information via the IMS. Specifically, the Provider shall:
  - a. Report test results for urine and oral fluid on the next business day. Test results for hair and bloods specimens shall be reported within five business days;
  - b. Segment results and test data by supervising case manager;
  - c. Conduct data analysis on specimen results to discern new use from residual use;
  - d. Assist with results interpretation; and
  - e. Provide consultation and results interpretation in-person and/or via teleconference on an as needed basis.
- 9. **Information Reporting**: The IMS shall provide the Agency with program analytics that aid the Agency in data analysis and report generating functions. Reports shall be sortable by supervising officer and at a minimum shall include:
  - a. Detailed and summary results;
  - b. Individual test reports;
  - c. Donor test history;
  - d. An overview all testing activities; and
  - e. Detailed views of the historic and future testing calendars, among others.
- 10. **Primary Contact:** Provider will designate a primary contact. Such contact may be changed from time to time as communicated by Provider.

- 11. **Expert Testimony**: Provider shall provide legal affidavits and/or expert testimony upon request. The Agency will work with Provider to provide as much advance notice as possible for expert testimony needs.
- 12. **Newsletter**: Provider shall provide a free electronic newsletter, published monthly that covers topics in the criminal justice and public safety markets, including topics on emerging trends in the manufacturing and abuse of designer drugs and research and reporting on issues related to substance abuse.
- 13. **Training & Orientation Sessions:** Provider will conduct training and orientation sessions for judges, attorneys, and Agency staff with respect to alcohol and drug testing process. Provider will work with the Agency to mutually schedule the training and orientation sessions.
- 14. **Monthly Account Summary**: Provider will track testing fees and donor co-pays to provide a monthly account summary and invoice within ten (10) calendar days following the completion of a month.

## **SERVICE FEES**

# 1) Costs of Services / tests Provided:

# Tests/Costs:

Panel Name	Price
Standard Drug Panel plus Specialty Drug (includes auto	
confirmation) Options:	
<ul> <li>As requested in RFP (6 days/week, 6 hours/week)</li> </ul>	\$ 46.00
<ul> <li>As currently provided (5 day/week, 8 hours/week, random weekend days)</li> </ul>	\$ 42.50
<ul> <li>As currently provided no automatic confirmation on buprenorphine*</li> </ul>	\$ 38.75
Standard Urine Drug Add-on	\$ 0.50
Specialty Urine Add-on	\$ 2.50
16 -panel instant urine test	\$ 42.50
Oral Fluid	\$ 42.00
Specialty Oral Fluid Add-on	\$ 2.50
16-panel urine instant cup	\$ 30.00
Confirmation only	\$ 25.00
Synthetic Cannabinoids (Spice, K2, etc.)	\$ 25.00
Synthetic Stimulants (Bath Salts)	\$ 35.00
Hair Testing (expanded Opiate Panel Included)	\$ 85.00
In-person Expert Testimony (two-day period)	\$ 750.00 per 2 day session
Video/teleconference Expert Testimony	Included
Training: Collection & Continuing Education	Included
Certified Test Result Report	Included
Aversys (random schedule administration, client	Included
notification, etc.)	

01/24/2023

<sup>\*</sup>Pricing inclusive collections is subject to increase based on applicable federal and state minimum wage rates. Averhealth will work with Fairfield County to implement these labor rate changes in a mutually-agreeable manner.



# A Contract regarding Averhealth between Job and Family Services and

Approved on 1/11/2023 12:21:50 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner

**Assistant Deputy Director** 

Approved on 1/11/2023 3:21:17 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

**Purchase Order** 

Page: 1 of 1

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Fiscal Year 2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order#

23002346 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

VENDOR

В

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0

AVERTEST, LLC AVERHEALTH 2916 W MARSHALL ST STE A RICHMOND, VA 23230

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP

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

VENDOR PHONE N	UMBER VEN	DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		2472		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/12/2023	15808	01/12/2023		JOB & FAMILY SERVICES
NOTES				

#### **DRUG SCREENS**

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	DRUG SCREENS	1.0	EACH	\$64,000.00	\$64,000.00

#### COUNTY AUDITOR'S CERTIFICATE

01/24/2023

It is hereby certified that the amount \$64,000.00 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: 01/12/2023

Auditor Fairfield County, OF

Total Ext. Price	\$64,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$64,000.00

# Keith Faber Ohio Auditor

# Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

## Contractor's Information:

Name: ,

Organization: **Averhealth** Date: **1/9/2023 7:59:39 AM** 

This search produced the following list of 6 possible matches:

Name/Organization	Address
Beaver, Chris	110 State Route 56 NW
Lavelle, John	
Screaven, Kenneth	1119 Angiers Drive
Third Wave Communications, LLC	PO Box 1355
Veritas Cesar Chavez Academy	c/o 1812 Central Parkway
Weaver, Rick	5754 County Road 30

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

An official website of the United States government Here's how you know



You have 2 new alerts Show / Hide Alerts



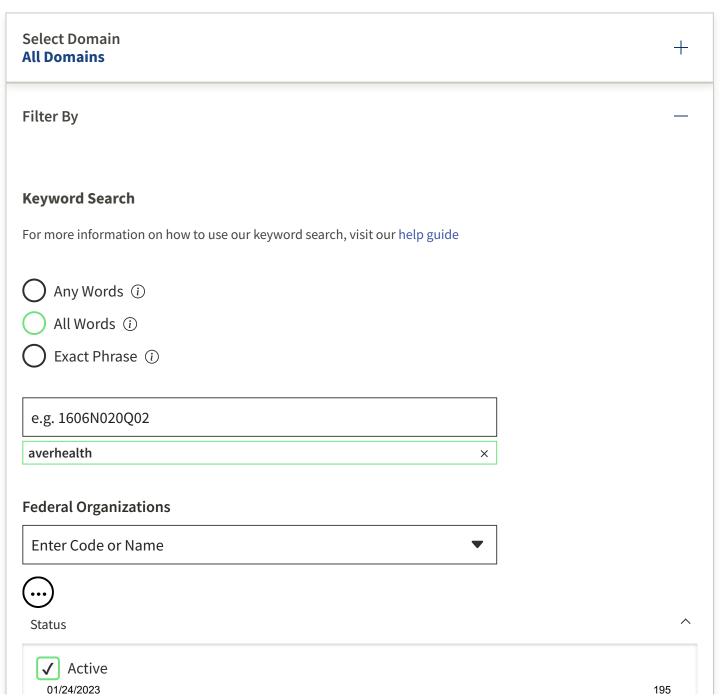




Search

All Words

e.g. 1606N020Q02









# No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes

Go Back



Our Website	
Our Partners	
Policies	
Customer Service	



This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing

unauthorized activities are subject to disciplinary action including criminal prosecution.

## **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 Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 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 County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 The subject matter was exempt from competitive selection for the following reason(s): Under \$50,000 1. State Term #:\_\_\_ (copy of State Term Contract must be attached) ODOT Term #:\_\_\_\_\_(See R.C. 5513.01) 3. 4. Professional Services (See R.C. 307.86) 5. Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 6. Other: 7. (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 County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>) 3. U Obtained 3 quotes for purchases under \$50,000 Purchase Order is included with Agreement Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_. Sarah Sarnell Budget Manager \* 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.\*

Rev<sub>0</sub><del>1/2</del><u>1/2</u>1/2<u>2</u>0<del>2</del>23

# Cost Analysis

The total cost of this contract in 2023 is not expected to exceed \$64,000.

01/24/2023

## Prosecutor's Approval Page

Resolution No.

A resolution regarding a Purchase of Service Contract between Avertest, LLC dba Averhealth and Job & Family Services

(Fairfield County Job and Family Services)

Approved as to form on 1/17/2023 10:27:55 AM by Steven Darnell,

## Signature Page

Resolution No. 2023-01.24.q

A resolution regarding a Purchase of Service Contract between Avertest, LLC dba Averhealth and Job & Family Services

(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.

2023-01.24.r

A resolution regarding Network Placement and Related Services Agreement between Bellefaire Jewish Children's Bureau and 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 Bellefaire Jewish Children's Bureau, 22001 Fairmount Blvd, Shaker Heights, OH 44118 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 October 1st, 2022 through September 30, 2023, and

**WHEREAS,** a purchase order encumbering the funds for the services was 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 for Bellefaire Jewish Children's Bureau.

Prepared by: Brandi Downhour cc: JFS / Fiscal Supervisor

## 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

Bellefaire Jewish Children's Bureau, hereinafter "Provider", whose address is:

Bellefaire Jewish Children's Bureau 22001 Fairmount Blvd Shaker Heights, OH 44118

Collectively the "Parties".

01/24/2023

Contract ID: 19317372
Fairfield County Department of Job and Family Services / Bellefaire Jewish Children's Bureau

10/01/2022 - 09/30/2023

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ATTACHMENTS TO THIS AGREEMENT

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

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

#### SCOPE OF PLACEMENT SERVICES Article I.

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.

See Attachment 1 for additional details.

#### FOR AGREEMENTS COMPETITIVELY PROCURED Section 1.01

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Reguests 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.

#### FOR AGREEMENTS NOT COMPETITIVELY PROCURED Section 1.02

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:

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

#### Article II. **TERM OF AGREEMENT**

This Agreement is in effect from 10/01/2022 through 09/30/2023, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

#### Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

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

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

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

#### Article V. PROVIDER RESPONSIBILITIES

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

Contract ID: 19317372 10/01/2022 - 09/30/2023

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, 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.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (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:

- Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;
- 4. Illicit drug/alcohol use: Abuse of medication or toxic substance:
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 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.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the L. 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- Ο. 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.
- Ρ. 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.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to T. close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - To comply with the medical consent process as identified by Agency; 2.
  - 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.
- Y. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

#### 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 <a href="OAC 5101:2-42-65">OAC 5101:2-42-65</a> of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

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- 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 <u>OAC 5101:2-42-90.</u>Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> 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; and
    - f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

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

## Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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

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

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

See Attachment 3 for additional details.

## 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 of 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
  - 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:
  - 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.
- Provider certifies that it will: Н.
  - Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, 1. 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.
- Ι. 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.
- The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by J. Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which K. 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.
- To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements L. 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).
- The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio N. have been obtained and are current.
- Ο. 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 seg.) and IV-E (42 U.S.C. 670 et seg.) 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.
- The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility В. 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

#### Article XIII. **AUDITS AND OTHER FINANCIAL MATTERS**

- Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC A. 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.
- If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted D. 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".
  - OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), 2. 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 230, Cost Principles for Non-Profit Organizations.
  - For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government. 6.
  - 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:

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

#### Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

### 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 Bellefaire Jewish Children's Bureau

22001 Fairmount Blvd Shaker Heights, OH 44118

### Article XVII. CONSTRUCTION

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

### Article XVIII. NO ASSURANCES

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

### Article XIX. CONFLICT OF INTEREST

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

C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The 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:
  - Additional insured endorsement; 1.
  - 2. Product liability:
  - Blanket contractual liability: 3.
  - Broad form property damage; 4.
  - 5. Severability of interests;
  - Personal injury; and 6.
  - 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.

- В. 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.
- Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per D. 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;
  - Concurrency of effective dates with primary; 3.
  - Blanket contractual liability;
  - Punitive damages coverage (where not prohibited by law); 5.
  - Aggregates: apply where applicable in primary: 6.
  - 7. Care, custody and control – follow form primary; and
  - Drop down feature. 8.

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

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

### Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

### Article XXII. SCREENING AND SELECTION

#### A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

### B. Transportation of Child

01/24/2023

- 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 <u>4511.19</u> (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, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

#### ATTACHMENT

### Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

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

#### Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: 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

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.

### Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

**Detail:** 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

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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 seven (7) 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 seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

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 Admistration 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

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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 Servide 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).

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

### **SIGNATURES OF PARTIES:**

Print Name & Title	Signature	Date

	Ma 11 M	
Adam G. Jacobs, President	109 101/10	12/8/2022

### Agency: Fairfield County Department of Job and Family Services

Provider: Bellefaire Jewish Children's Bureau

Print Name & Title	Signature	Date

### **Additional Signatures**

01/24/2023

Print Name & Title	Signature	Date

Contract ID: 19317372 Fairfield County Department of Job and Family Services / Bellefaire Jewish Children's Bureau

### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services Provider / ID: Bellefaire Jewish Children's Bureau / 24298

Run Date: 12/05/2022 Contract Period: 10/01/2022 - 09/30/2023

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Independent Living	39501			\$172.59	\$44.25							\$216.84	10/01/2022	09/30/2023
Independent Living	39501										\$172.59	\$172.59	10/01/2022	09/30/2023
Intensive Residential Treatment (20324)	395628			\$643.18	\$76.09							\$719.27	10/01/2022	09/30/2023
Intensive Residential Treatment (20324)	395628			\$719.27	\$192.00							\$911.27	10/01/2022	09/30/2023
Monarch Boarding Academy (20619)	791637			\$852.23	\$72.77							\$925.00	10/01/2022	09/30/2023
Monarch Boarding Academy (20619)	791637			\$925.00	\$192.00							\$1,117.00	10/01/2022	09/30/2023
Specialized Foster Care (30078)- Spec Need	107653			\$32.00	\$64.90							\$96.90	10/01/2022	09/30/2023
Specialized Foster Care (30078)- Spec Need	107653			\$96.90	\$19.68							\$116.58	10/01/2022	09/30/2023
Specialized Foster Care Plus Level 3 (30345)- Spec Need	375634			\$39.00	\$88.54							\$127.54	10/01/2022	09/30/2023

Contract ID: 19317372 Fairfield County Department of Job and Family Services / Bellefaire Jewish Children's Bureau / 24298 01/24/2023

10/01/2022 - 09/30/2023

### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

01/24/2023

Agency: Fairfield County Department of Job and Family Services Provider / ID: Bellefaire Jewish Children's Bureau / 24298

Run Date: 12/05/2022 Contract Period: 10/01/2022 - 09/30/2023

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Specialized Foster Care Plus Level 3 (30345)- Spec Need	375634			\$127.54	\$22.12							\$149.66	10/01/2022	09/30/2023
Stabilization Critical Care Unit, SCCU (20801)	3749663			\$846.59	\$78.41							\$925.00	10/01/2022	09/30/2023
Stabilization Critical Care Unit, SCCU (20801)	3749663			\$925.00	\$192.00							\$1,117.00	10/01/2022	09/30/2023
Therapeutic Foster Care (30077)- Excpt Need	107652			\$50.00	\$159.22							\$209.22	10/01/2022	09/30/2023
Therapeutic Foster Care (30077)- Excpt Need	107652			\$209.22	\$94.82							\$304.04	10/01/2022	09/30/2023
Traditional Foster Care (30198)- FFH	375633			\$16.00	\$49.44							\$65.44	10/01/2022	09/30/2023
Traditional Foster Care (30198)- FFH	375633			\$16.00	\$54.27							\$70.27	10/01/2022	09/30/2023
Traditional Foster Care (30198)- FFH	375633			\$65.44	\$10.11							\$75.55	10/01/2022	09/30/2023

Contract ID: 19317372 Fairfield County Department of Job and Family Services / Bellefaire Jewish Children's Bureau / 24298 10/01/2022 - 09/30/2023

### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Open Treatment (20388)

Agency: Fairfield County Department of Job and Family Services Provider / ID: Bellefaire Jewish Children's Bureau / 24298

Run Date: 12/05/2022 Contract Period: 10/01/2022 - 09/30/2023

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Traditional Foster Care (30198)- FFH	375633			\$70.27	\$17.46							\$87.73	10/01/2022	09/30/2023
Transitional Open Treatment (20388)	393641			\$383.78	\$36.35							\$420.13	10/01/2022	09/30/2023
Transitional Open Treatment (20388)	393641			\$420.13	\$192.00							\$612.13	10/01/2022	09/30/2023
Transitional Open Treatment (20388)	393641			\$460.64	\$43.63							\$504.27	10/01/2022	09/30/2023
Transitional	393641			\$504.27	\$192.00							\$696.27	10/01/2022	09/30/2023



### A Contract regarding Bellfaire between Job and Family Services and

Approved on 1/11/2023 12:21:28 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner

**Assistant Deputy Director** 

Approved on 1/11/2023 1:31:23 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

### Keith Faber Ohio Auditor

## Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

### Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

### Contractor's Information:

Name: ,

Organization: Bellefaire
Date: 12/22/2022 1:14:37 PM

This search produced the following list of 6 possible matches:

Name/Organization	Address
Bell, Staci	3770 Aikenside Ave
Belville, Patricia	11423 County Road 14, P.O. Box 38
Campbell, Robert	199 Portsmouth St.
Campbell, George	100 W. Market St.
Campbell, H. Scott	
Campbell, Jay	200 N. Walnut St.

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

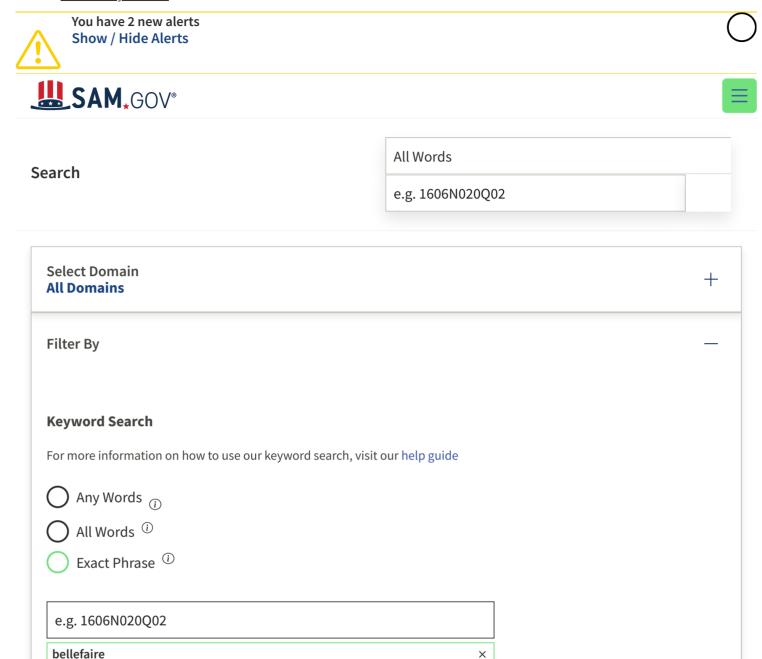
### **ROUTING FORM FOR CONTRACTS**

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 Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 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 County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 The subject matter was exempt from competitive selection for the following reason(s): Under \$50,000 1. State Term #:\_\_\_ (copy of State Term Contract must be attached) ODOT Term #:\_\_\_\_\_(See R.C. 5513.01) 3. Professional Services (See R.C. 307.86) 4. 5. Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 6. Other: 7. (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 County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>) 3. U Obtained 3 quotes for purchases under \$50,000 Purchase Order is included with Agreement Signed this \_\_\_ Fiscal Supervisor \* 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.\*

Rev<sub>0</sub><sup>2</sup>/<sub>2</sub><u>1</u>/<sub>2</sub><u>1</u>/<sub>2</sub><u>1</u>/<sub>2</sub>20<sup>2</sup>/<sub>2</sub>3

12/22/22, 1:28 PM SAM.gov | Search

An official website of the United States government Here's how you know



X

### **Federal Organizations**

Enter Code or Name



Status



01/24/2023

12/22/22, 1:28 PM SAM.gov | Search



## No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

Sign In

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Yes

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01/24/2023

### 01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

### Prosecutor's Approval Page

Resolution No.

A resolution regarding Network Placement and Related Services Agreement between Bellefaire Jewish Children's Bureau and Child Protective Services Department

(Fairfield County Job and Family Services)

Approved as to form on 1/17/2023 9:24:49 AM by Steven Darnell,

### Signature Page

Resolution No. 2023-01.24.r

A resolution regarding Network Placement and Related Services Agreement between Bellefaire Jewish Children's Bureau and 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.

2023-01.24.s

A resolution regarding Network Placement and Related Services Agreement between Stevens Treatment Programs and 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 Stevens Treatment Programs, 24 Main Street, Swansea, MA 02777 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 December 1, 2022 through November 30, 2023, and

**WHEREAS,** a purchase order encumbering the funds for the services was 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 for Stevens Treatment Programs.

Prepared by: Brandi Downhour cc: JFS / Fiscal Supervisor

### Keith Faber Ohio Auditor

## Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

### Contractor's Information:

Name: ,

Organization: Stevens Treatment Program

Date: 12/22/2022 1:17:30 PM

This search produced the following list of **11** possible matches:

Name/Organization	Address
Dearwester, Jennifer	55 Newell Street
Detroit Tarpaulin, Ms. Diane Stevenson	15500 Oakwood Dr.
Foster, Richard A	7617 Greenland Place
Ministerial Day Care Association	
Ministerial Day Care Association	11955 Shaker Blvd.
Steigerwald, Robert	4248 Loubell Lane
Stevenson, Sandra	1201 Steffens Ave.
Stewart, Phillip	1350 Brookview Drive, Apt. 88
Stewart, Crystal	904 Vienna Woods Drive
Stewart, Dennis	159 Bellaire Avenue
Western Surety Company	CAN Surety, Surety Claims

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

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### **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 Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 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 County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 The subject matter was exempt from competitive selection for the following reason(s): Under \$50,000 1. State Term #:\_\_\_ (copy of State Term Contract must be attached) ODOT Term #:\_\_\_\_\_(See R.C. 5513.01) 3. Professional Services (See R.C. 307.86) 4. 5. Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 6. Other: 7. (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 County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>) 3. U Obtained 3 quotes for purchases under \$50,000 Purchase Order is included with Agreement Signed this \_\_\_ Fiscal Supervisor \* 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.\*

Rev<sub>0</sub><sup>2</sup>/<sub>2</sub><u>1</u>/<sub>2</sub><u>1</u>/<sub>2</sub><u>1</u>/<sub>2</sub><sup>2</sup>/<sub>2</sub><sup>2</sup> 23

### 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

Stevens Treatment Programs, hereinafter "Provider", whose address is:

Stevens Treatment Programs 24 Main St Swansea, MA 02777

Collectively the "Parties".

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ATTACHMENTS TO THIS AGREEMENT

#### **RECITALS**

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 1 for additional details.

### 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 12/01/2022 through 12/31/2023, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

### Article III. ORDER OF PRECEDENCE

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

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

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

### Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

### Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will 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;
- Death of Child:
- 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited 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 <a href="OAC">OAC</a> 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 <u>OAC 5101:2-1-01</u>, 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 <u>OAC 5101:2-42-65</u> 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.
- 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 <u>OAC 5101:2-42-66.1</u> 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.

See Attachment 2 for additional details.

### Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so 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 <u>OAC 5101:2-42-90.</u>Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> 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; and
    - f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

### Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is \$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 Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may

agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

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

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

See Attachment 3 for additional details.

### 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 of 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:
  - 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.
- 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 <u>OAC 5101:9-2-01</u> and <u>OAC 5101:9-2-05(A)(4)</u>, 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 <a href="ORC 5103.0323">ORC 5103.0323</a>.
- 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 <u>OAC 5101:2-47-26.2</u> 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 <a href="OAC 5101:2-47-26.2">OAC 5101:2-47-26.2</a>. 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 <a href="ORC 5101.11">ORC 5101.11</a>, ORC 5101.14, and <a href="OAC 5101:2-47-01">OAC 5101:2-47-01</a>.
- 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 230, Cost Principles for Non-Profit Organizations.
- 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
- 7. 2 CFR part 200.501, Audit Requirements.

## Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

#### Article XV. ATTACHMENTS/ADDENDA

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

#### 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 Stevens Treatment Programs

24 Main St

Swansea, MA 02777

#### Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should

any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

#### Article XVIII. NO ASSURANCES

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

## Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The 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;
- 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;
  - 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 ORC.
- F. The Provider further agrees with the following provisions:
  - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency

- before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
- 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
- 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
- 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
- 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
- 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
- 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

#### Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

#### Article XXII. SCREENING AND SELECTION

#### A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> <u>5101:2-5, 5101:2-7, 5101:2-9</u> and <u>5101:2-48</u> resulting in financial penalty due to lack of compliance with the criminal records checks.

## B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section <u>4511.19</u> (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, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

#### **ATTACHMENT**

#### Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

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

#### Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: 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

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.

#### Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

**Detail:** 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

Contract ID: 19320876 12/01/2022 - 12/31/2023

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 seven (7) 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 seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

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 Admistration 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

Contract ID: 19320876 12/01/2022 - 12/31/2023

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 Servide 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).

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

## **SIGNATURES OF PARTIES:**

Provider: Stevens Treatment Programs		
Print Name & Title	Signature	Date
CHARLES R. MILLER PIRECTOR OF ADMINISTRA	no 10 0 1	00 116
PIRECTOR OF ADMINISTRA	balls K. M	de
IONS & HINAWIE		
Agency: Fairfield County Department of Job and	d Family Services	
Print Name & Title	Signature	Date
Additional Signatures		
Print Name & Title	Signature	Date
	Oignaturo -	Date

## Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

01/24/2023

Agency: Fairfield County Department of Job and Family Services Provider / ID: Stevens Treatment Programs / 28507246

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Children's Residential Center	23167			\$339.25							\$342.98	\$682.23	12/01/2022	12/31/2023

Contract ID: 19320876 Fairfield County Department of Job and Family Services / Stevens Treatment Programs / 28507246 Run Date: 12/09/2022

Contract Period: 12/01/2022 - 12/31/2023



# A Contract regarding Steven's Treatment Programs between Job and Family Services and

Approved on 1/11/2023 1:57:33 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner

**Assistant Deputy Director** 

Approved on 1/11/2023 3:23:46 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

## 01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Fiscal Year 2023

Page: 1 of 1

\$40,000.00

\$0.00

\$0.00

\$0.00

\$0.00

\$40,000.00

**Purchase Order** 

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

23002350 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

VENDOR

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STEVENS TREATMENT PROGRAMS 24 MAIN ST

SWANSEA, MA 02777

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

P 0

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

VENDOR PHONE NUMBER		DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
			2476		
DATE ORDERED VENDOR NUMBER DATE RE		DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
01/12/2023	17359			JOB & FAMILY SERVICES	
NOTES					

#### **BOARD AND CARE**

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$40,000.00	\$40,000.00

#### COUNTY AUDITOR'S CERTIFICATE

01/24/2023

It is hereby certified that the amount \$40,000.00 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: 01/12/2023

Total Freight **Total Discount Total Credit Purchase Order Total** 

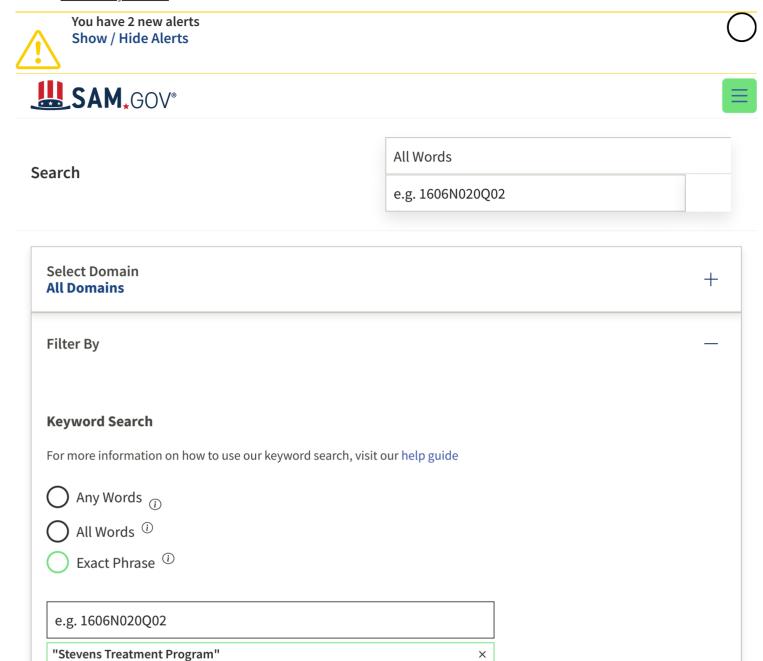
Total Ext. Price

Total Sales Tax

Vendor Copy

12/22/22, 1:19 PM SAM.gov | Search

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## **Federal Organizations**

Enter Code or Name



Status



01/24/2023

12/22/22, 1:19 PM SAM.gov | Search



# No matches found

Your search did not return any results.

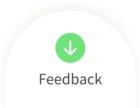
To view Entity Registrations, you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes

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01/24/2023

## Prosecutor's Approval Page

Resolution No.

A resolution regarding Network Placement and Related Services Agreement between Stevens Treatment Programs and Child Protective Services Department

(Fairfield County Job and Family Services)

Approved as to form on 1/17/2023 10:14:10 AM by Steven Darnell,

## Signature Page

Resolution No. 2023-01.24.s

A resolution regarding Network Placement and Related Services Agreement between Stevens Treatment Programs and 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.

A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

**WHEREAS,** FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

71700300- 434410 Reimbursement - \$224.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$224.00

Prepared by: Josh Crawford, Deputy Director of Finance cc: Jamie Ehorn, Fairfield County Health Department

## BC requests



111 KB

111 KB

113 KB

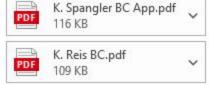


110 KB

A. Reis BC App.pdf

Fri 1/20/2023 9:00 AM

V



## Hi Pauletta:

Attached are 7 birth certificate requests for Fairfield County. Total amount for each 32.00 Total amount due to Fairfield Department of Health - \$224.00 Delivery inter office.

Please let me know if you need anything further.

Thank You, Jenny



Jenette Lewis Eligibility Referral Specialist Finance Jenette M. Lewis

112 KB



V 740-652-7763 ☑ Jenette.Lewis@ifs.ohio.gov

## Signature Page

Resolution No. 2023-01.24.t

A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

(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.

A Resolution Amendment regarding approval of an Agreement between The Ohio State University and Fairfield County Job & Family Services, Fairfield County Child Protective Services (CPS) Division

**WHEREAS**, this Agreement between The Ohio State University, and the Fairfield County CPS, is a collaborative effort for the project title of Enhancing Permanency in Children and Families (EPIC) Program, and

**WHEREAS**, The Ohio State University and County CPS will partner through the involvement of our personnel, resources related to providing evidence-based and evidence-informed services to children and families involved with the child welfare system, and participating fully in the evaluation of these efforts. We also commit to provide substance use screening of parents and trauma screening and assessment for parents and children who enter the child welfare system. This amendment is necessary as it allows for Year 2 Sub-Award Period of Performance, which is revised to be consistent with the Sub-Award Period of Performance start and end date as stated below, and

**WHEREAS**, this participation agreement shall be in effect September 30, 2022 through September 29, 2023, and

**WHEREAS**, all parties to the proposed amendment agree to the effective date of September 30, 2022, even though unavoidable delays in processing resulted in the agreement being presented for formal approval at a later point in time, 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.** The Fairfield County Board of Commissioners hereby approves this Amendment between The Ohio State University and Fairfield County Job & Family Services, Child Protective Services Division.

Prepared by: Sarah Darnell cc: JFS / Budget Manager

## Keith Faber Ohio Auditor

# Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

## Contractor's Information:

Name: ,

Organization: The Ohio State University

Date: 11/22/2022 3:15:21 PM

This search produced the following list of **15** possible matches:

Name/Organization	Address
Church of The Lion of Judah	4001 Foskett Road
Legacy Academy for Leaders and the Arts	1812 Oak Hill Avenue
Mathews, Marlon	9988 Wayne Ave
Northern Ohio Rural Water Board Members	
Praither, Randall	3626 Carroll Eastern Road
Southern Ohio Academy	522 Glenwood Ave
Strawther, Emma Jean	3200 Orangeburg Court
The Capella High School	4721 Reading Road
The Harte School	350 Columbus City Center Drive
The Haynes Group, Inc.	3897 E. 155th St.
The Haynes Group, Inc.	3897 E. 155th Street
The International Preparatory School	1301 East 9th Street, Suite 1900
The Perry Foundation	579 Valley Oak
Theodore Roosevelt Public Community School	c/o Richland Academy 75 North Walnut Street
Village of Bethel Mayor's Court	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

## Keith Faber Ohio Auditor

# Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

## Contractor's Information:

Name: ,

Organization: Enhancing Permanency in Children and Families

Date: 11/22/2022 3:17:04 PM

This search produced the following list of **0** possible matches:

#### Name/Organization

#### **Address**

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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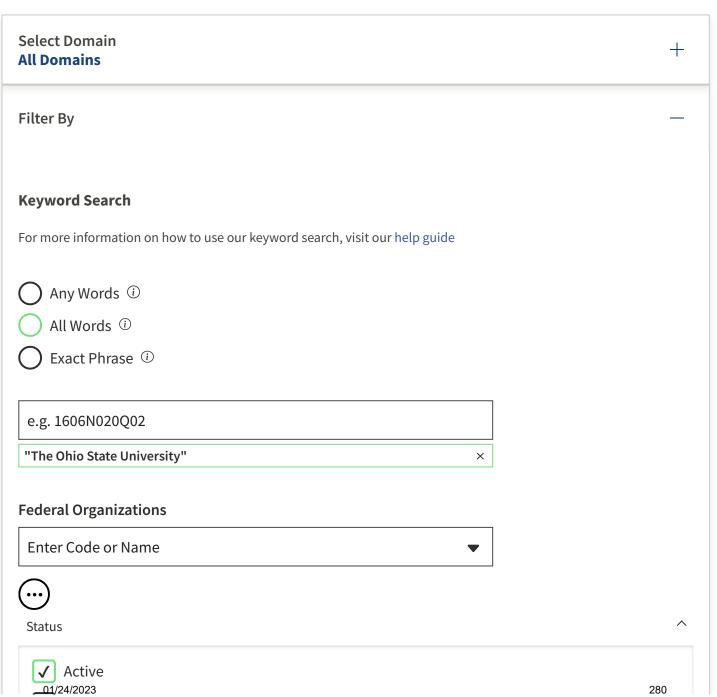




Search

All Words

e.g. 1606N020Q02





Sort by

Showing 1 - 11 of 11 results

Date Modified/Updated

## H999--AE Perform Cincinnati Steam Study 539-22-201

Notice ID: 36C25022Q0629

Page 7 of 8 Date: 11/5/21 Project No. 539-21-201 A/E SOW Cincinnati Steam Study SCOPE OF WORK GENERAL INTENTION: Contractor shall provide architec...

Department/Ind.Agency

**VETERANS AFFAIRS, DEPARTMENT OF** 

Subtier

**VETERANS AFFAIRS, DEPARTMENT OF** 

Office

250-NETWORK CONTRACT OFFICE 10 (36C250)

**Contract Opportunities** 

Current Response Date

November 27, 2022 at 01:00 PM EST

Notice Type

**Updated Presolicitation** 

**Updated Date** 

Nov 3, 2022 (1)

**Published Date** 

Nov 3, 2022

# **V226--VAPHS Taxi Transportation Services**

## Notice ID: 36C24422Q1146

The VA Pittsburgh Healthcare System (VAPHS) located at University Drive, Pittsburgh, PA 15240, 1010 Delafield Road, Aspinwall, PA 15215, and their Com...

Department/Ind.Agency

VETERANS AFFAIRS, DEPARTMENT OF

Subtier

**VETERANS AFFAIRS, DEPARTMENT OF** 

Office

## 244-NETWORK CONTRACT OFFICE 4 (36C244)

## **Contract Opportunities**

**Current Response Date** 

September 06, 2022 at 10:00 AM EDT

Notice Type

**Original Sources Sought** 

**Updated Date** 

Aug 19, 2022

**Published Date** 

Aug 19, 2022

## 10.514 Expanded Food and Nutrition Education Program

The purpose of this funding is to increase the impact of nutrition education disseminated to low-income families and youth in the 50 states, the U.S. ...

Dept / Ind Agency

AGRICULTURE, DEPARTMENT OF

Subtier

NATIONAL INSTITUTE OF FOOD AND AGRICULTURE

## **Assistance Listing**

Is Funded

Yes

Last Updated Date

Aug 8, 2022

Type of Assistance

**A-Formula Grants** 

## 10.515 Renewable Resources Extension Act and National Focus Fund Projects

The RREA-NFF, Assistance Listing 10.515, program goal is to enhance the sustainability of US forest and rangeland resources, and to enable landowners ...

Dept / Ind Agency

AGRICULTURE, DEPARTMENT OF

Subtie

NATIONAL INSTITUTE OF FOOD AND AGRICULTURE

**Assistance Listing** 

Is Funded

Yes

Last Updated Date

Aug 8, 2022

Type of Assistance

**B-Project Grants (Discretionary)** 

11/22/22, 3:20 PM SAM.gov | Search

## 10.511 Smith-Lever Funding (Various Programs)

1862 Cooperative Extension Programs at 1862 Land-Grant Institutions(Smith-Lever) (1862 CES Capacity) University of the District of Columbia Public Pos...

Dept / Ind Agency

AGRICULTURE, DEPARTMENT OF

Subtier

NATIONAL INSTITUTE OF FOOD AND AGRICULTURE

**Assistance Listing** 

Is Funded

Yes

Last Updated Date Aug 5, 2022

Type of Assistance B-Project Grants (Discretionary)

## **Natural Gas Supply**

## Notice ID: 80GRC018Q0005

This notice is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented wi

• • •

Awardee

**Snyder Brothers Inc.** 

Department/Ind.Agency

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

Subtier

Glenn Research Center (Orphan)

Office

Office of Procurement

**Contract Opportunities** 

Notice Type

**Original Award Notice** 

**Updated Date** 

Oct 29, 2018

**Published Date** 

Oct 29, 2018

# **Natural Gas Supply**

## Notice ID: 80GRC018Q0005

This notice is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented wi

..

Department/Ind.Agency

#### NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

Subtier

Glenn Research Center (Orphan)

Office

Office of Procurement

**Contract Opportunities** 

Current Date Offers Due

February 14, 2018 at 12:00 PM EST

Notice Type

**Original Combined Synopsis/Solicitation** 

**Updated Date** 

Oct 29, 2018

**Published Date** 

Jan 25, 2018

## Manufacturing and Materials Joining Innovation Center (Ma2JIC) Membership.

## Notice ID: NNX17629144Q

Synopsis:NNX17629144Q

NASA/NSSC has a requirement for Manufacturing and Materials Joining Innovation Center (Ma2JIC) Membership.

NASA/NSSC

...

Department/Ind.Agency

#### NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

Subtier

NASA Shared Services Center (Orphan)

Office

**Simplified Acquisitions** 

**Contract Opportunities** 

Current Date Offers Due

June 15, 2017 at 06:00 PM EDT

Notice Type

**Original Combined Synopsis/Solicitation** 

**Updated Date** 

Jun 12, 2017 .....01/24/2023

## **Graduate Research Assistants**

Notice ID: W56HZV-17-R-L528

I. INTRODUCTION

A. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 and

...

Awardee

**Ohio State University** 

Department/Ind.Agency
DEPT OF DEFENSE

Subtier

**DEPT OF THE ARMY** 

Office

W4GG HQ US ARMY TACOM

**Contract Opportunities** 

Notice Type
Original Award Notice

Updated Date
Jun 5, 2017

**Published Date** 

Jun 5, 2017

# **Facility Use and Support Services for Vehicle Research and Test Center (VRTC)**

Notice ID: DTNH2217RQ00053

Action Code:&n

• • •

Department/Ind.Agency

TRANSPORTATION, DEPARTMENT OF

Subtier

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION

Office

693JJ9 NHTSA OFFICE OF ACQUISTION

Contract Opportunities

**Current Response Date** 

November 25, 2016 at 12:00 PM EST

Notice Type

**Updated Sources Sought** 

**Updated Date** 

Nov 10, 2016 (1)

**Published Date** 

Nov 10, 2016

## **CTEP Immersion Training Sessions**

Notice ID: W81K02-16-T-0226

Special Notice to Award; Center for Transdisciplinary, Evidence-base Practice (CTEP) Immersion Training.

Pursuant to FAR Subpart 13.106-1(b)

• • •

Department/Ind.Agency

**DEPT OF DEFENSE** 

Subtier

**DEPT OF THE ARMY** 

Office

**Western Regional Contracting Office** 

**Contract Opportunities** 

Notice Type

**Original Special Notice** 

**Updated Date** 

Aug 18, 2016

**Published Date** 

Aug 18, 2016

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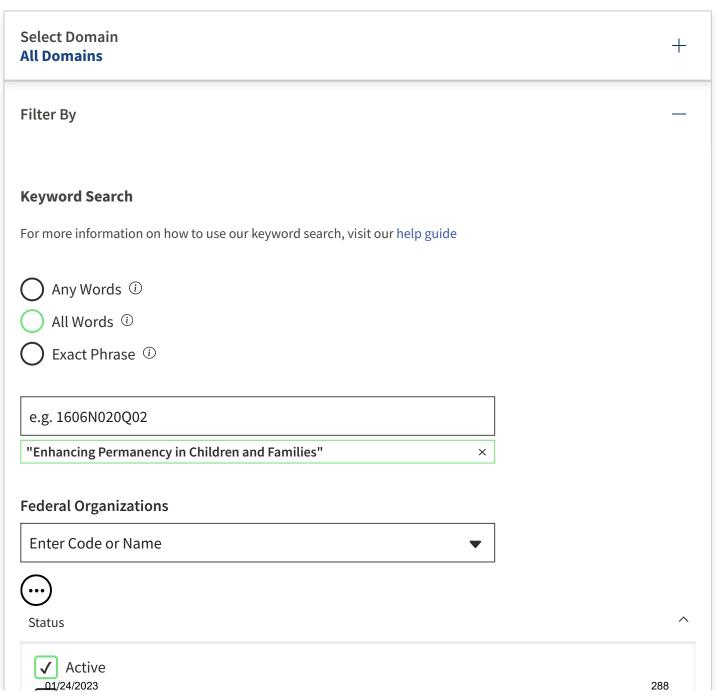




Search

All Words

e.g. 1606N020Q02









# No matches found

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unauthorized activities are subject to disciplinary action including criminal prosecution.

# **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 Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 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 County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 The subject matter was exempt from competitive selection for the following reason(s): Under \$50,000 1. State Term #:\_\_\_ (copy of State Term Contract must be attached) ODOT Term #:\_\_\_\_\_(See R.C. 5513.01) 3. 4. Professional Services (See R.C. 307.86) 5. Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 6. Other: 7. \_(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 County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>) 3. U Obtained 3 quotes for purchases under \$50,000 Purchase Order is included with Agreement Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_. Sarah Sarnell Budget Manager \* 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.\*

Rev<sub>0</sub>3<del>/</del>24<u></u>22023

# Cost Analysis and PO

This subaward agreement indicates FCJFS accepts funding from The Ohio State University for the EPIC program. Therefore, there is no cost associated with this agreement and no PO is required.

	Research Subaward Agreement
Federal Awarding Agency: Other [Type in Agency]	DHHS/Admin. for Children and Families
Pass-Through Entity (PTE):	Subrecipient:
The Ohio State University	Fairfield County Protective Services
PTE PL Bridget Freisthler	Sub Pl: Kristi Burre
PTE Federal Award No: 90CU0083-01-00	Subaward No: 60062353
Project Title: Enhancing Permanency in Children and Families	(EPIC) Program
Subaward Period of Performance (Budget Period): Start 09/30/2017 End: 09/29/2018	Amount Funded This Action (USD): \$ 116,898.00
Estimated Project Period (if incrementally funded): Start: 09/30/2017 End: 09/29/2022	Incrementally Estimated Total (USD): \$ 716,262.00
<ol> <li>Subrecipient shall submit invoices not more often than more incurred. Upon the receipt of proper invoices, the PTE agrand 2 CFR 200.305. All invoices shall be submitted using current and cumulative costs (including cost sharing), Sub (a). Invoices that do not reference PTE Subaward number concerning invoice receipt or payments shall be directed to Attachment 3A.</li> <li>A final statement of cumulative costs incurred, including or</li> </ol>	on its performance of Subaward work, Subrecipient shall be an onthly and not less frequently than quarterly for allowable costs rees to process payments in accordance with this Subaward Subrecipient's standard invoice, but at a minimum shall include award number, and certification, as required in 2 CFR 200.415 is shall be returned to Subrecipient. Invoices and questions the party's Financial Contact, shown in cost sharing, marked "FINAL" must be submitted to PTE's
The final statement of costs shall constitute Subrecipient's  4. All payments shall be considered provisional and are subjusch adjustment is necessary as a result of an adverse au  5. Matters concerning the technical performance of this Sub-	t 3A, not later than 60 days after the Project Period end date.  Is final financial report.  I ect to adjustment within the total estimated cost in the event lidit finding against the Subrecipient.  I ward shall be directed to the appropriate party's Principal
Investigator as shown in Attachments 3A and 3B. Technic 6. Matters concerning the request or negotiation of any chan Subaward, and any changes requiring prior approval, shal shown in Attachments 3A and 3B. Any such change made party's Authorized Official, as shown in Attachments 3A and 3B.	al reports are required as shown in Attachment 4.  Iges in the terms, conditions, or amounts cited in this  I be directed to each party's Authorized Official Contact, as  to this Subaward requires the written approval of each
<ol> <li>The PTE may issue non-substantive changes to the Period Unilateral modification shall be considered valid 14 days a sent to Subrecipient's Authorized Official Contact, as s</li> </ol>	d of Performance and budget Unilaterally fiter receipt unless otherwise indicated by Subrecipient when hown in Attachment 3B. hissions and the negligent acts or omissions of its employees, itten notice to the appropriate party's Authorized Official ay Subrecipient for termination costs as allowable under
10. By signing this Subaward, including the attachments here certifies that it will perform the Statement of Work in accordance applicable terms of the Federal Award, including the approximate Federal Awarding Agency, as referenced in Attachment 2. comply with all applicable laws, regulations and requirement.	to which are hereby incorporated by reference, Subrecipient dance with the terms and conditions of this Subaward and the priate Research Terms and Conditions ("RTCs") of the The parties further agree that they intend this Subaward to
Name: Director, Office for	By an Authorized Official of Subrecipient:    State
Business & Industry Contracts	Aundrea N. Cordle Director FDP Sept 2017

**Certifications and Assurances** 

Subaward Number:

60062353

# Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

# Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

#### **Audit and Access to Records**

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

# Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

# **Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

**Federal Award Terms and Conditions** 

Subaward Numbe	r
60062353	Ī

Require	d Data	Elements
---------	--------	----------

The data elements required by Uniform	Federal Award Iss	ue Date FAIN	CFDA No.
Guidance are incorporated in the attached Federal Award.	09/22/17	90CU008301	93.087
This Subaward Is:		CFDA Title	
	Enhance Safety of Children Affected by Substance Abuse		
Research & Development Subject to FFATA	Key Personnel Per NOA		
Consuel Towns and Conditions			

#### General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

http://www.hhs.gov/grants/grants/policies-regulations/index.html

- 2. 2 CFR 200
- 3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

Attachment 6: The Federal Award Terms and Conditions

except for the following:

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested Administrative change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
- 5. Treatment of program income: Additive

This section intentionally left blank

# Special Terms and Conditions:

#### Copyrights:

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

# Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

# Data Sharing and Access (Check if applicable):

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and provided upon request.

01/24/2023 295

Promoting Objectivity in Research (COI):
Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient
If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:
Other Sponsor Agency: DHHS/Admin. for Children and Families
Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awardi Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequen identified COI.
Work Involving Human or Vertebrate Animals (Select Applicable Options)  Human Subjects
Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by its Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that its IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IR IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.  The PTE requires verification of IRB and/or IACUC approval be sent to the Administrative Contact  as follows:
IRB
Not required for the following reason:
PTE is acting as the sIRB
Human Subjects Data (Select One) Human subjects data will not be addressed in this agreement
Additional Torma
Additional Terms

# **Attachment 3A**

Pass-Through Entity (PTE) Contacts

Subaward	Number:
60062353	

PTE Information			
Entity Name:	Name: The Ohio State University		
Legal Address:	1960 Kenny Road Columbus, OH 43210-1016		
Website:	http://osp.osu.edu/		
PTE Contacts			
Central Ema	n/a		
Principal Investig	gator Name; Bridget Freisthler		
Email:	freisthler.19@osu.edu Telephone Number: 614-292-2856		
Administrative Co	ontact Name: Tracy Burdett		
	burdett.16@osu.edu Telephone Number: 614-247-8348		
COI Contact ema	ail (if different to above): conflictinfo@osu.edu		
Financial Contac	t Name; Accounts Payable		
Email:	OR-rfap@osu.edu Telephone Number: 614.292.8187		
Email invoices?	Yes No Invoice email (if different); same		
Authorized Officia	al Name: Kari T. Uhl		
Email:	uhl.11@osu.edu Telephone Number: 614-292-6435		
PI Address:			
	The Ohio State University College of Social Work 340C Stillman Hall, 1947 College Road Columbus, OH 43210		
Administrative A	Address:		
The Ohio State University Office of Sponsored Programs 1960 Kenny Road Columbus, OH 43210-1016			
Invoice Address			
	The Ohio State University Office of Sponsored Programs Accounts Payable4th Floor 1960 Kenny Road Columbus, OH 43210-1016		

# **Attachment 3B**

**Subrecipient Contacts** 

Subaward	Number:
60062353	

Subre <i>c</i> ipient Info	rmation for E	EATA reporting		
		County Protective Services		
-	31-6400066	Institution Type: Other		
		Currently registered in SAM.gov: Yes No		
L.	75002881000	Exempt from reporting exec		Yes No (if no, complete 3Bpg2)
Parent DUNS:	75002881000			
Place of Performa	nce Address	Congressional District: 15	5th Zip Code-	-4: <u>43130-3739</u>
	239 West	t Main Street Lancaster, Ohio	43130-3739	
Subrecipient Co	ontacts			
Centra	al Email:	FairfieldPCSAProtectiveServicesI	Department@jfs.ohio.gc	v
Webs	ite:	www.fcjfs.org		
Principal Investig	gator Name:	Kristi Burre		
Email:	Kristi Burre	e@jfs.ohio.gov	Telephone Number:	740.652.7688
Administrative Co	ontact Name:	Heather Okeefe		
Email:	Heather.Ok	keefe@jfs.ohio.gov	Telephone Number:	740.652.7606
Financial Contac	ct Name:	Bart Hampson		
Email:	Bart.Hamps	son@jfs.ohio.gov	Telephone Number:	740.652.7602
Invoice/Payme	ent Email:	AmyMccoy@jfs.ohio.gov		
Authorized Offici	al Name:	Aunie Cordle		
Email:	Aundrea.Co	ordle@jfs.ohio.gov	Telephone Number:	740-652-7890
Legal Address:				
239 West	Main Street	t Lancaster, Ohio 43130		
Administrative	Address:			
239 West	Main Street	t Lancaster, Ohio 43130		
Payment Addres	ss:			
239 West	Main Stree	t Lancaster, Ohio 43130		

# Attachment 3B-2

**Highest Compensated Officers** 

Subaward	Number:
0062353	

Subrecipient:		
Institution Name:	Fairfield County Protective Services	
PI Name: Kristi Burre		
Highest Comp	pensated Officers	
the entity in the Federal awards not have access periodic reports	total compensation of the five most highly compensated officers of the entity(ies) must be listed if the preceding fiscal year received 80 percent or more of its annual gross revenues in start and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does to this information about the compensation of the senior executives of the entity through a filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue	
Officer 1 Name:	N/A	
Officer 1 Compens	sation! N/A	
Officer 2 Name:	N/A	
Officer 2 Compens	sation: N/A	
Officer 3 Name:	N/A	
Officer 3 Compens	sation: N/A	
Officer 4 Name:	N/A	
Officer 4 Compens	sation: N/A	
Officer 5 Name:	N/A	
Officer 5 Compens	sation: N/A	

N/A

# **Reporting and Prior Approval Terms**

Subaward Number:

60062353

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):
Technical Reports:
Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of of the end of the month.
Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact
Annual technical / progress reports will be submitted within 30 days prior to the end of each budget period to the PTE's Principal Investigator . Such report shall also include a detailed budget for the next Budget Period updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
A Final technical/progress report will be submitted to the PTE's Principal Investigator within 30 days of the end of the Project Period or after termination of this award, whichever comes first.
Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PT to satisfy its reporting obligations to the Federal Awarding Agency.
Prior Approvals:
Carryover:
Carryover is restricted for this subaward by the:
Submit carryover requests to the Administrative Contact
Other Reports:
In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.
Additional cost sharing requirements included below:
Other Special Reporting Requirements:
SF-428 and SF-429: Fillable form at www.acf.hhs.gov/grants-forms (under "Reporting," click "Grant Management Forms"). Provide to Prime-recipient. Negative report not required.
04/24/2023

Statement of Work, Cost Sharing, Indirects & Budget

Subaward	Number:
60062353	

# Statement of Work

	_	_	-
( )Belov	v Attached,	2	pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a Subrecipient Federal Award Project Description

Fairfield County Job and Family Services will partner with the Regional Partnership through the involvement of our personnel, resources related to providing evidence-based and evidence-informed services to children and families involved with the child welfare system, and participating fully in the evaluation of these efforts. We also commit to provide substance use screening of parents and trauma screening and assessment for parents and children who enter the child welfare system.

Specifically, Fairfield County Children Services Child Welfare Worker will screen all investigated reports of suspected maltreatment using the UNCOPE. If substance use is indicated on the UNCOPE or the child welfare worker suspects substance use, s/he will make a referral to Ohio Guidestone or Integrated Services for connection to a peer recovery supporter, information about Family Treatment Drug

Court, and MAT, If the children are removed into kinship care, the child welfare worker will make an additional referral to Ohio Guidestone for connection to the kinship care support program. FCJFS also agrees to participate fully in the evaluation with The Ohio State University.

The Fairfield County Children Services Child Welfare Worker is responsible for the following:

Manages cases (e.g., monitors and investigates the safety of children and their families, their well-being, and their provision of basic needs through home visits, school visits, medical appointments, family-to-family meetings and matching conferences; develops case plans and risk—assessments; schedules meetings and events; participates in community meetings; completes continuous training; transports children and parents; arranges placement of foster children; makes contact with various agencies/ individuals for various purposes (e.g. mental health agencies to discuss clients' mental health progress, law enforcement for background checks and

police report/records information, foster parents/ caregivers to check on the well-being of the children, schools to check on children's education, etc). Supervises visitation.

- Altends and/or testifies at proceedings, and court hearings, pre-trial delinquency hearings; meets with staff attorney weekly to review cases; maintains contact with defense attorneys
  and probation officers; prepares reports for court officials and clients; meets with CASA; makes recommendations to the court for the best interest of children and families.
- Maintains records and related documentation for cases and referrals (e.g., maintains case notes on home visits, school visits, meetings, etc.; prepares case plans and safety plans for the family; completes semi-annual review paperwork; completes case plan check list for court; writes safety and family assessments; completes ICCA); completes various forms (e.g., medical/education, consent, releases of information), SACWIS, random moments; complete Child Study inventories; maintains a record of referrals; maintains and organizes files; writes letters and invitations; copies and images documents; returns phone calls and e-mails; files records in court.
- Refers client for various services (e.g., transportation, mental health, substance abuse, medical, parenting, employment) to various service agencies/organizations; discuss clients' progress with various agency/organization representatives; serves as after-hours, on-call emergency worker.

# **Budget Information**

Indirect Information Indirect Cost Rate (IDC) Applied 0 %	Cost Sharing Yes
Rate Type: Modified Total Direct Costs	If Yes, include Amount: \$ 11,690.00
Budget Details Below Attached, 1 pages	
	Budget Totals
	Direct Costs \$ 116,898.00
	Indirect Costs \$ 0.00
	Total Costs \$ 116,898.00
	All amounts are in United States Dollars

Notice of Award (NOA) and any additional documents

$\odot$	The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
0	Not incorporating the NOA or any additional documentation to this Subaward.

FDP Subawa <u>rd Amend</u> ment						
Amendm	nent No	06		Subaward No	SPC-1000005	5920 / GR125091
Pass-Through Entity (PTE)	Pass-Through Entity (PTE) Subrecipient					
The Ohio State University	Entity N	lame	Fairfield County	Job and Family Se	ervices	
Kaufman.422@osu.edu	Contact	Email	sarah.fortner	@jfs.ohio.gov		
Bridget Freisthler F	Principal Inv	estigatoı/	Sarah For	tner		
Project Title Enhancing Permanency in Children and Fan	nilies (EPIC	C) Progra	m			
PTE/Prime Award No. 90CU0083-05-00	Awarding	g Agency	Other [DHHS/	Admin for Children	and Families]	
Cumulative Budget Period(s)  Amount Funded This Action  Total Amount of Funds Obligated to Date				gated to Date		
Start Date: 09/30/2017 End Date: 09/29/2023 \$	0.00			\$ 747,832.00		
	Subrecipier	nt UEI blar	Unique Entity Identifier - ik if unchanged from pri	May leave or Agreement)		
Amendment(s)						
This Amendment revises the a	bove-refere	enced Su	ıbaward Agre	ement as follows	S: 	
Subaward Period of Performance is extended through 9, above.	/29/2023, w	vhich is r	evised to be o	consistent with th	ne Start and	End Date
Subaward number remains SPC-1000005920 / GR1250	91. Please	use this	in all remaini	ng invoices.		
Carry forward of funds remaining from previous years is conditional on approval from the Prime Sponsor. As carry over is not automatic, the total amount of federal funds obligated stated above may not reflect the actual balance available. The Subrecipient is responsible for tracking unobligated balances. In the event that the full carry forward of unobligated funds is not approved by the Prime Sponsor the authorized amount for the prior period is hereby reduced accordingly.						
All other terms, conditions, and requirements remain in effect.						
Carryover is Not Automatic Carryover across budget periods requires prior approval.						
If carryover is not automatic, the "Total Amount of Funds Obligated to Date" stated above may not reflect the actual balance available. The Subrecipient is responsible for tracking unobligated balances and subsequent carryover approvals from prior budget periods. In the event that funding was not fully expended by the Subrecipient during the prior period, the Subrecipient is not authorized to use funds from any prior periods, unless approval is granted by the PTE.						
For clarity: all amounts stated in this amendment are in United States Dollars.						
All other terms and conditions of this	Subawa	rd Agre	ement rema	nin in full force	e and effec	et.
By an Authorized Official of PTE:  Date		By an A	uthorized Offi	cial of Subrecipi		Date
See attached signature page		See a	ttached si	gnature page		
Name		Name				
Title		Title				

# Signature Page



# A Contract regarding EPIC Subaward Amendment between Job and Family Services and

Approved on 1/5/2023 9:34:13 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner Assistant Deputy Director

Approved on 1/5/2023 10:12:44 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

By an Authorized Official of the PTE:

Docusigned by: Laurie S Rosenberg

01/13/2023

Laurie S Rosenberg Senior SPO, Lead

32391C7FD9B0416...

# Prosecutor's Approval Page

Resolution No.

A Resolution Amendment regarding approval of an Agreement between The Ohio State University and Fairfield County Job & Family Services, Fairfield County Child Protective Services (CPS) Division

(Fairfield County Job and Family Services)

Approved as to form on 1/19/2023 1:27:30 PM by Steven Darnell,

# Signature Page

Resolution No. 2023-01.24.u

A Resolution Amendment regarding approval of an Agreement between The Ohio State University and Fairfield County Job & Family Services, Fairfield County Child Protective Services (CPS) Division

(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.

2023-01.24.v

A resolution regarding Network Placement and Related Services Agreement between Brighter Future for Youth, LLC and 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 Brighter Future for Youth, LLC, 5874 Woodstone Dr, Dayton, OH 45426 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 January 1, 2023 through December 31, 2023, and

**WHEREAS,** a purchase order encumbering the funds for the services was 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 for Brighter Future for Youth, LLC.

Prepared by: Brandi Downhour cc: JFS / Fiscal Supervisor

# Keith Faber Ohio Auditor

# Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

# Contractor's Information:

Name: ,

Organization: Brighter Future for Youth

Date: 12/22/2022 1:15:14 PM

This search produced the following list of **5** possible matches:

Name/Organization	Address
Academic Bridging Center	1566 Bending Willow Lane
Briggle, John	1452 Berdan Ave.
Briggs, Phillip	504 E. Second St
Bright Ideas Management and Consulting	801 S. Copper Key Court
Bringardner, Leo J	63-A N Franklin St

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

# **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 Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 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 County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 The subject matter was exempt from competitive selection for the following reason(s): Under \$50,000 1. State Term #:\_\_\_ (copy of State Term Contract must be attached) ODOT Term #:\_\_\_\_\_(See R.C. 5513.01) 3. 4. Professional Services (See R.C. 307.86) 5. Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 6. Other: 7. (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 County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>) 3. U Obtained 3 quotes for purchases under \$50,000 Purchase Order is included with Agreement Signed this \_\_\_ Fiscal Supervisor \* 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.\*

Rev 0升/14/12023 309

# 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

Brighter Future for Youth, LLC, hereinafter "Provider", whose address is:

Brighter Future for Youth, LLC 5874 Woodstone Dr Dayton, OH 45426

Collectively the "Parties".

# **Table of Contents**

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Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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ARTICLE II. TERM OF AGREEMENT ARTICLE III. ORDER OF PRECEDENCE

ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT

ARTICLE V. PROVIDER RESPONSIBILITIES ARTICLE VI. AGENCY RESPONSIBILITIES

ARTICLE VII. INVOICING FOR PLACEMENT SERVICES

ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

ARTICLE IX. TERMINATION; BREACH AND DEFAULT

ARTICLE X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

ARTICLE XI. PROVIDER ASSURANCES AND CERTIFICATIONS

ARTICLE XII. INDEPENDENT CONTRACTOR

ARTICLE XIII. AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

ARTICLE XV. ATTACHMENTS/ADDENDA

ARTICLE XVI. NOTICE

ARTICLE XVII. CONSTRUCTION ARTICLE XVIII. NO ASSURANCES

ARTICLE XIX. CONFLICT OF INTEREST

ARTICLE XX. INSURANCE

ARTICLE XXI. INDEMNIFICATION AND HOLD HARMLESS

ARTICLE XXII. SCREENING AND SELECTION

ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

ARTICLE XXIV. FINDINGS FOR RECOVERY

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ARTICLE XXVI. CHILD SUPPORT ENFORCEMENT

ARTICLE XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED

ARTICLE XXXII. COUNTERPARTS

ARTICLE XXXIII. APPLICABLE LAW AND VENUE

ATTACHMENTS TO THIS AGREEMENT

Contract ID: 19319972

01/01/2023 - 12/31/2023

#### **RECITALS**

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

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

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

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

# Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 1 for additional details.

# 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 **01/01/2023** through **12/31/2023**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

# Article III. ORDER OF PRECEDENCE

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

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

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

# Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

#### Article V. PROVIDER RESPONSIBILITIES

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

- Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- Death of Child:
- 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited 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 <a href="OAC">OAC</a> 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 <u>OAC 5101:2-1-01</u>, 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 <u>OAC 5101:2-42-65</u> 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.
- 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 <u>OAC 5101:2-42-66.1</u> 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.

See Attachment 2 for additional details.

# Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so 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 <u>OAC 5101:2-42-90.</u>Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> 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; and
    - f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

# Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is \$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 Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may

agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

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

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

See Attachment 3 for additional details.

# 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 of 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.
- 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 <u>OAC 5101:9-2-01</u> and <u>OAC 5101:9-2-05(A)(4)</u>, 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 <a href="ORC 5103.0323">ORC 5103.0323</a>.
- 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 <u>OAC 5101:2-47-26.2</u> 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 <a href="OAC 5101:2-47-26.2">OAC 5101:2-47-26.2</a>. 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 <a href="ORC 5101.11">ORC 5101.11</a>, ORC 5101.14, and <a href="OAC 5101:2-47-01">OAC 5101:2-47-01</a>.
- 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 230, Cost Principles for Non-Profit Organizations.
- 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
- 7. 2 CFR part 200.501, Audit Requirements.

# Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

#### Article XV. ATTACHMENTS/ADDENDA

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

# 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 Brighter Future for Youth, LLC

5874 Woodstone Dr Dayton, OH 45426

# Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should

any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

#### Article XVIII. NO ASSURANCES

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

# Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The 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;
- Product liability;
- 3. Blanket contractual liability;
- 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;
  - 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 ORC.
- F. The Provider further agrees with the following provisions:
  - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency

- before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
- 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
- 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
- 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
- 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
- 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
- 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

#### Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

#### Article XXII. SCREENING AND SELECTION

#### A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

#### B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section <u>4511.19</u> (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, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

#### ATTACHMENT

#### Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

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

#### Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: 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

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.

#### Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

**Detail:** 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.

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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 seven (7) 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 seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

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 Admistration 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 Servide 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).

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

#### **SIGNATURES OF PARTIES:**

Provider: Brighter Future for Youth, LLC		
Agency: Fairfield County Department of Job and	Signature  Signature  Family Services	Date (1)
Print Name & Title	Signature	Date
Additional Signatures		
Print Name & Title	Signature	Date

#### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services Provider / ID: Brighter Future for Youth, LLC / 27993254

Run Date: 11/14/2022 Contract Period: 01/01/2023 - 12/31/2023

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Woodstone Drive Group Home (20951)	7638213			\$310.00	\$20.00							\$330.00	01/01/2023	12/31/2023
Woodstone Drive Group Home (20951)	7638213			\$375.00	\$25.00							\$400.00	01/01/2023	12/31/2023

Contract ID: 19319972 Fairfield County Department of Job and Family Services / Brighter Future for Youth, LLC / 27993254



# A Contract regarding Brighter Future for Youth, LLC between Job and Family Services and

Approved on 1/11/2023 12:21:39 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner

**Assistant Deputy Director** 

Approved on 1/11/2023 1:30:52 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

### 01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Fiscal Year 2023

Page: 1 of 1

**Purchase Order** 

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order#

23000450 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

>ENDOR

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LATOSHA APPLEBERRY BRIGHTER FUTURE FOR YOUTH, LLC 5874 WOODSTONE DRIVE DAYTON, OH 45426 SHIP TO

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

VENDOR PHONE N	UMBER VEN	DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
			452		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
01/01/2023	15955	JOB & FAMILY SE			
		NOT	ES		

#### NETWORK BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	NETWORK BOARD AND CARE	1.0	EACH	\$20,000.00	\$20,000.00

#### COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$20,000.00 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: 01/01/2023

Auditor Fairfield County, C 01/24/2023

 Total Ext. Price
 \$20,000.00

 Total Sales Tax
 \$0.00

 Total Freight
 \$0.00

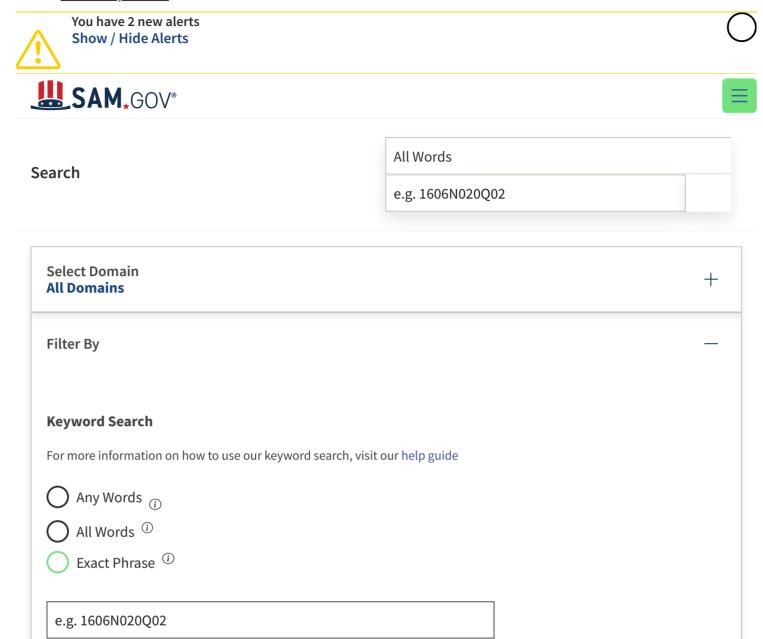
 Total Discount
 \$0.00

 Total Credit
 \$0.00

Purchase Order Total \$20,000.00

12/22/22, 1:27 PM SAM.gov | Search

An official website of the United States government Here's how you know



X

#### **Federal Organizations**

"Brighter Future For Youth"

Enter Code or Name



Status



Active



Inactive

**Reset** 338 12/22/22, 1:27 PM SAM.gov | Search



## No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

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Would you like to include inactive records in your search results?

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#### Prosecutor's Approval Page

Resolution No.

A resolution regarding Network Placement and Related Services Agreement between Brighter Future for Youth, LLC and Child Protective Services Department

(Fairfield County Family, Adult and Children First Council)

Approved as to form on 1/17/2023 9:30:30 AM by Steven Darnell,

#### Signature Page

Resolution No. 2023-01.24.v

A resolution regarding Network Placement and Related Services Agreement between Brighter Future for Youth, LLC and 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.

2023-01.24.w

A resolution regarding Network Placement and Related Services Agreement between Specialized Alternatives for Families & Youth (SAFY) and 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 Specialized Alternatives for Families & Youth (SAFY), 10100 Elida Rd, Delphos, OH 45833 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 January 1, 2023 through December, 31, 2023, and

**WHEREAS,** a purchase order encumbering the funds for the services was 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 for Specialized Alternatives for Youth (SAFY).

Prepared by: Brandi Downhour cc: JFS / Fiscal Supervisor

### Keith Faber Ohio Auditor

## Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

#### Contractor's Information:

Name: ,

Organization: Specialized Alternative for Families & Youth of Ohio

Date: 12/22/2022 1:17:04 PM

This search produced the following list of **7** possible matches:

Name/Organization	Address
Columbia Prospect LLC	3681 Green Road, Suite 419
Speakman	
Speakman, Ron	277 S. Bennett Ave.
Speakman, Ronald	277 S. Bennett Ave.
Spencer, Gwenn	27557 US Rt 224
Spencer, Gwenn	27557 US Rt. 224
Spencer, Judd	209 Mahoning Street

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

### **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 Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 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 County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 The subject matter was exempt from competitive selection for the following reason(s): Under \$50,000 1. State Term #:\_\_\_ (copy of State Term Contract must be attached) ODOT Term #:\_\_\_\_\_(See R.C. 5513.01) 3. Professional Services (See R.C. 307.86) 4. 5. Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 6. Other: 7. (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 County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>) 3. U Obtained 3 quotes for purchases under \$50,000 Purchase Order is included with Agreement Signed this \_\_\_ Fiscal Supervisor \* 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.\*

Rev 0升/14/12023 344

#### 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

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

Specialized Alternatives for Families & Youth of Ohio, Inc., (SAFY) 10100 Elida Rd Delphos, OH 45833

Collectively the "Parties".

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ARTICLE XXXIII. APPLICABLE LAW AND VENUE

ATTACHMENTS TO THIS AGREEMENT

#### **RECITALS**

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

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

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

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

#### Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 1 for additional details.

#### 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 **01/01/2023** through **12/31/2023**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

[RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

#### 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:

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

#### Article IV. **DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

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

#### Article V. PROVIDER RESPONSIBILITIES

- Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA Α. 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.
- Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for B. 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.
- Provider agrees that all caregivers must be approved by the Agency. D.

- 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; and
- 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the

01/24/2023

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 <u>OAC 5101:2-42-67</u> 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 <a href="OAC 5101:2-1-01">OAC 5101:2-1-01</a>, 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 <a href="OAC 5101:2-42-65">OAC 5101:2-42-65</a> 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.
- 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.

01/24/2023

- X. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> 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.

See Attachment 2 for additional details.

#### Article VI. AGENCY RESPONSIBILITIES

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

notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so 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 <a href="OAC">OAC</a> 5101:2-42-90. Prior to a child's placement in alternative care or respite, <a href="OAC">OAC</a> 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; and
    - f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

#### Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is \$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.

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

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

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.

See Attachment 3 for additional details.

#### 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

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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 of 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
  - 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.

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- 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

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#### 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 <a href="ORC">ORC</a>
  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 <u>OAC 5101:2-47-26.2</u> 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 <u>OAC 5101:2-47-26.2.</u>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".

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- 4. JFS 02911 Single Cost Report Instructions.
- 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
- 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
- 7. 2 CFR part 200.501, Audit Requirements.

#### Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

#### Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a

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

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

10100 Elida Rd Delphos, OH 45833

#### Article XVII. CONSTRUCTION

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

#### Article XVIII. NO ASSURANCES

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

#### Article XIX. CONFLICT OF INTEREST

A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.

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- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The 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;
  - 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;
- 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 ORC.
- F. The Provider further agrees with the following provisions:
  - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
  - 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
  - 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
  - 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
  - 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
  - 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.

Page 17 of 26

- 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
- 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
- 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

#### Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

#### Article XXII. SCREENING AND SELECTION

#### A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1). ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

#### B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:

01/01/2023 -12/31/2023

- Maintenance of a current valid driver's license and vehicle insurance. a.
- All children being transported by Provider must follow Ohio's Child Passenger Safety Law as b. defined in ORC 4511.81.
- No child that is a passenger and is required to have a seat restraint can be transported by said C. 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
  - The individual has a condition which would affect safe operation of a motor vehicle; a.
  - The individual has six (6) or more points on his/her driver's license; or b.
  - The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating C. vehicle under the influence of alcohol or drugs - OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead quilty 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:
  - 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.
  - If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider b. 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

01/01/2023 -

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

01/01/2023 -12/31/2023

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

#### ATTACHMENT

#### Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

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

#### Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: 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:

Fairfield County Department of Job and Family Services / Specialized Alternatives for Families &

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

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.

#### Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

01/01/2023 -12/31/2023

#### 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 seven (7) 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 seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

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

01/01/2023 -12/31/2023 to the FCCPS Business Admistration 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 Servide 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).

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

### **SIGNATURES OF PARTIES:**

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

Print Name & Title	Signature	Date
Tonya Brooks-Thomas, Senior Executive Director	Ima Brooks Shires MS8H	12/16/2022
Agency: Fairfield County Department of Job and	d Family Services	
Print Name & Title	Signature	Date
Additional Signatures		
Print Name & Title	Signature	Date

### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

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

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Exceptional Foster Care (30115)- FFH	6917663			\$60.49	\$52.00							\$112.49	01/01/2023	12/31/2023
Intensive Foster Care (30116)- FFH	6915664			\$78.94	\$64.00							\$142.94	01/01/2023	12/31/2023
Specialized Foster Care (30114)- FFH	6915663			\$50.03	\$44.00							\$94.03	01/01/2023	12/31/2023
Specialized Foster Care (30114)- FFH	6915663			\$55.28	\$47.00							\$102.28	01/01/2023	12/31/2023
Traditional Foster Care (30216)- FFH	107967			\$40.25	\$41.00							\$81.25	01/01/2023	12/31/2023

Run Date: 11/28/2022

Contract Period: 01/01/2023 - 12/31/2023



# A Contract regarding SAFY between Job and Family Services and

Approved on 1/11/2023 1:57:20 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner

**Assistant Deputy Director** 

Approved on 1/11/2023 3:23:22 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

# 01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Fiscal Year 2023

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

23000468 - 00

**Purchase Order** 

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

VENDOR

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SAFY 10100 ELIDA RD DELPHOS, OH 45833

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

P 0

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

VENDOR PHONE NU	IMBER VE	ENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
419-695-8010			394	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2023	17280			JOB & FAMILY SERVICES

#### **BOARD AND CARE**

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$6,000.00	\$6,000.00

#### COUNTY AUDITOR'S CERTIFICATE

01/24/2023

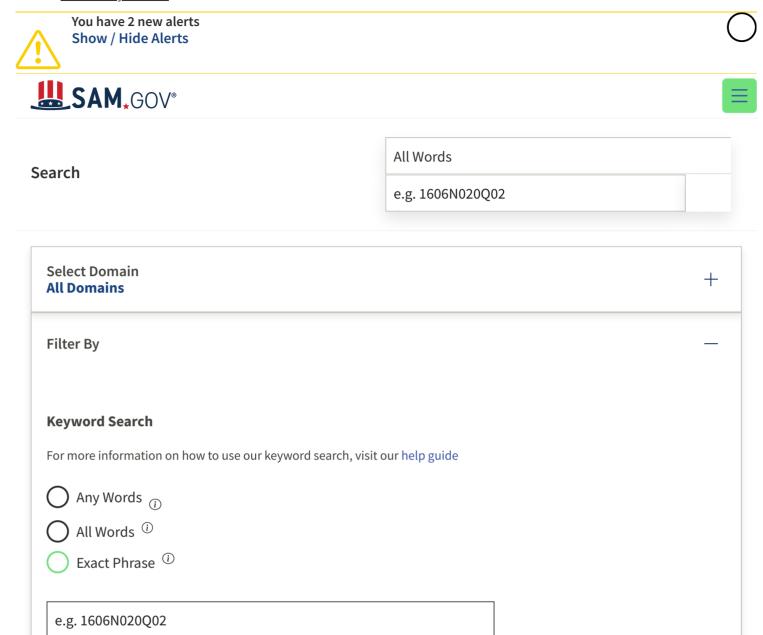
It is hereby certified that the amount \$6,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2023

Total Ext. Price	\$6,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$6,000.00 12/22/22, 1:22 PM SAM.gov | Search

An official website of the United States government Here's how you know



X

# **Federal Organizations**

"Specialized Alternatives For Youth"

Enter Code or Name ▼





Active



01/24/2023

12/22/22, 1:22 PM SAM.gov | Search



# No matches found

Your search did not return any results.

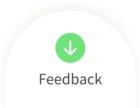
To view Entity Registrations, you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes

**Go Back** 



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01/24/2023

# Prosecutor's Approval Page

Resolution No.

A resolution regarding Network Placement and Related Services Agreement between Specialized Alternatives for Families & Youth (SAFY) and Child Protective Services Department

(Fairfield County Job and Family Services)

Approved as to form on 1/17/2023 9:50:15 AM by Steven Darnell,

#### Signature Page

Resolution No. 2023-01.24.w

A resolution regarding Network Placement and Related Services Agreement between Specialized Alternatives for Families & Youth (SAFY) and 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.

2023-01.24.x

A resolution regarding Network Placement and Related Services Agreement between CHOICES, Inc.- Children Have Options in Caring Environments and 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 CHOICES, Inc.- Children Have Options in Caring Environments, 1785 Big Hill Road, Dayton, OH 45439 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 December 1, 2022 through November 30, 2023, and

**WHEREAS,** a purchase order encumbering the funds for the services was 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 for CHOICES, Inc.-Children Have Options in Caring Environments.

Prepared by: Brandi Downhour cc: JFS / Fiscal Supervisor

# Keith Faber Ohio Auditor

# Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

#### Contractor's Information:

Name: ,

Organization: Children have options in caring enviroments

Date: 12/22/2022 1:15:54 PM

This search produced the following list of **5** possible matches:

Name/Organization	Address
Foschia, Michael	2211 Twin Circle Drive Apt C
Hutchison, Donald	20 Canterbury Court
Marchionda, Jacqueline	7886 Via Attilio
Marchionda, Dominic	7886 Via Attilio
Scholarts Preparatory and Career Center for Children	PO Box 360895

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

# **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 Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 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 County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 The subject matter was exempt from competitive selection for the following reason(s): Under \$50,000 1. State Term #:\_\_\_ (copy of State Term Contract must be attached) ODOT Term #:\_\_\_\_\_(See R.C. 5513.01) 3. 4. Professional Services (See R.C. 307.86) 5. Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 6. Other: 7. (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 County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>) 3. U Obtained 3 quotes for purchases under \$50,000 Purchase Order is included with Agreement Signed this \_\_\_ Fiscal Supervisor \* 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.\*

Rev<sub>0</sub>3<del>1</del>/24<u>2</u>2023

# 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

CHOICES, Inc.-Children Have Options in Caring Environments, hereinafter "Provider", whose address is:

CHOICES, Inc.-Children Have Options in Caring Environments 1785 Big Hill Rd Dayton, OH 45439

Collectively the "Parties".

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Contract ID: 19323079 12/01/2022 - 11/30/2023

Fairfield County Department of Job and Family Services / CHOICES, Inc.-Children Have Options in Caring Environments

#### **RECITALS**

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

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

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

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

## Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 1 for additional details.

# 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 12/01/2022 through 11/30/2023, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

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

#### Article V. PROVIDER RESPONSIBILITIES

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

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- 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:

- Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- Death of Child;
- 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 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

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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 <u>OAC 5101:2-42-67</u> 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 <u>OAC 5101:2-1-01</u>, 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 <u>OAC 5101:2-42-65</u> 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.
- 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.

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- X. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> 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:
  - 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.

See Attachment 2 for additional details.

# Article VI. AGENCY RESPONSIBILITIES

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

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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 <u>OAC 5101:2-42-90.</u>Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> 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; and
    - f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

# Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is \$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.

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

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

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.

See Attachment 3 for additional details.

# 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 of 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:

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- 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.
- 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.

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- 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.
- 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

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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 <u>ORC</u> 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 <u>OAC 5101:2-47-26.2</u> 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 230, Cost Principles for Non-Profit Organizations.
  - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  - 7. 2 CFR part 200.501, Audit Requirements.

#### Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

### Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a

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

#### 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 CHOICES, Inc.-Children Have Options in Caring Environments

1785 Big Hill Rd Dayton, OH 45439

#### Article XVII. CONSTRUCTION

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

#### Article XVIII. NO ASSURANCES

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

#### Article XIX. CONFLICT OF INTEREST

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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.

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- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The 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;

- Concurrency of effective dates with primary;
- 4. Blanket contractual liability:
- Punitive damages coverage (where not prohibited by law); 5.
- Aggregates: apply where applicable in primary; 6.
- Care, custody and control follow form primary; and 7.
- Drop down feature. 8.

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.

- Workers' Compensation insurance at the statutory limits required by ORC. E.
- The Provider further agrees with the following provisions: F.
  - 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.
  - The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency 2. 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."
  - Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or 3. materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  - Provider shall furnish the Agency with original certificates and amendatory endorsements effecting 4. 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.
  - Failure of the Agency to demand such certificate or other evidence of full compliance with these 5. 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.
  - Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider 6. 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.
  - 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.
  - Provider will require all insurance policies in any way related to the work and secured and maintained 8. 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.
  - Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all 9. 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.

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- 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
- 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
- 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

### Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

### Article XXII. SCREENING AND SELECTION

### A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

### B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:

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- 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 <u>4511.19</u> (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 <u>OAC 5101:2-7-02</u> 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

<u>ORC 9.24</u> 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

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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 <u>ORC 5719.042</u>. 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

Contract ID: 19323079

12/01/2022 -11/30/2023

Fairfield County Department of Job and Family Services / CHOICES, Inc.-Children Have Options in Caring Environments

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01/24/2023

400

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

### **ATTACHMENT**

### Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

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

### Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: 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

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.

### Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

Contract ID: 19323079

12/01/2022 -11/30/2023

Fairfield County Department of Job and Family Services / CHOICES, Inc.-Children Have Options in Caring Environments

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### 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 seven (7) 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 seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

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

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Fairfield County Department of Job and Family Services / CHOICES, Inc.-Children Have Options

12/01/2022 -11/30/2023

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to the FCCPS Business Admistration 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 Servide 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).

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

### **SIGNATURES OF PARTIES:**

Print Name & Title Signature Date

Agency: Fairfield County Department of Job and Family Services

Provider: CHOICES, Inc.-Children Have Options in Caring Environments

Print Name & Title	Signature	Date

**Additional Signatures** 

Print Name & Title	Signature	Date

### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services
Provider / ID: CHOICES, Inc.-Children Have Options in Caring Environments / 24348

Run Date: 12/21/2022 Contract Period: 12/01/2022 - 11/30/2023

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Standard Foster Care (30008)- FFH	107714			\$34.00	\$44.00							\$78.00	12/01/2022	11/30/2023
Therapeutic Foster Care (30149)- Excpt Need	107715			\$48.45	\$52.00							\$100.45	12/01/2022	11/30/2023
Treatment Foster Care (30148)- Spec Need	107716			\$43.75	\$52.00							\$95.75	12/01/2022	11/30/2023



# A Contract regarding CHOICES between Job and Family Services and

Approved on 1/11/2023 12:22 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner

**Assistant Deputy Director** 

Approved on 1/11/2023 1:30:24 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

## 01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Fiscal Year 2023

Page: 1 of 1

**Purchase Order** 

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

23002351 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

VENDOR

В

L

0

CHILDREN HAVE OPTIONS IN CARING **ENVIRO INC** 

CHOICES INC 1785 BIG HILL RD

DAYTON, OH 45439

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

P 0

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

VENDOR PHONE NUMBER		ENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
			2475		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
01/12/2023	17360			JOB & FAMILY SERVICES	
NOTES					

### **BOARD AND CARE**

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$5,000.00	\$5,000.00

### COUNTY AUDITOR'S CERTIFICATE

01/24/2023

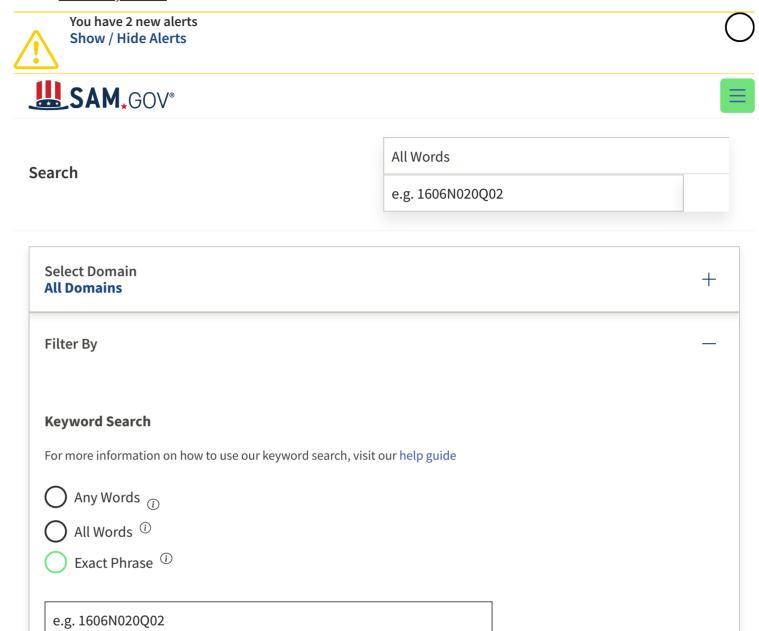
It is hereby certified that the amount \$5,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/12/2023

Total Ext. Price	\$5,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

12/22/22, 1:26 PM SAM.gov | Search

An official website of the United States government Here's how you know



X

**Federal Organizations** 

"Children Have Options In Caring Environments"

Enter Code or Name





Active



Inactive

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Sign In

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### Prosecutor's Approval Page

Resolution No.

A resolution regarding Network Placement and Related Services Agreement between CHOICES, Inc.- Children Have Options in Caring Environments and Child Protective Services Department

(Fairfield County Job and Family Services)

Approved as to form on 1/17/2023 9:52:45 AM by Steven Darnell,

### Signature Page

Resolution No. 2023-01.24.x

A resolution regarding Network Placement and Related Services Agreement between CHOICES, Inc.- Children Have Options in Caring Environments and 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.

2023-01.24.y

A resolution regarding Network Placement and Related Services Agreement between New Beginnings Residential Treatment Center and 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 New Beginnings Residential Treatment Center, 100 Broadway Ave, Youngstown, OH 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 February 1, 2023 through January 31, 2024, and

**WHEREAS,** a purchase order encumbering the funds for the services was 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 for New Beginnings Residential Treatment Center.

Prepared by: Brandi Downhour cc: JFS / Fiscal Supervisor

## Keith Faber Ohio Auditor

# Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

### Contractor's Information:

Name: ,

Organization: New Beginnings Date: 12/22/2022 1:16:42 PM

This search produced the following list of 6 possible matches:

Name/Organization	Address
Anew Educational Services	11470 Euclid Ave. #170
Anew Educational Services	11470 Euclid Avenue #170
Helping Africans in a New Direction	6084 Busch Blvd. #4
New Opportunity Development and Management Services, Inc., c/o Mark Olds	38510 Flanders Drive
Newport, Michael	212 NW 22 Ct
Newsome, Madison	10559 State Route 56

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

### **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 Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862 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 County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61 The subject matter was exempt from competitive selection for the following reason(s): Under \$50,000 1. State Term #:\_\_\_ (copy of State Term Contract must be attached) ODOT Term #:\_\_\_\_\_(See R.C. 5513.01) 3. Professional Services (See R.C. 307.86) 4. 5. Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 6. Other: 7. (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 County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>) 3. U Obtained 3 quotes for purchases under \$50,000 Purchase Order is included with Agreement Signed this \_\_\_ Fiscal Supervisor \* 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.\*

Rev 0升技格2023 416

### 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

New Beginnings Residential Treatment Center, LLC, hereinafter "Provider", whose address is:

New Beginnings Residential Treatment Center, LLC 100 Broadway Ave Youngstown, OH 44505

Collectively the "Parties".

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ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT

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ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED

ARTICLE XXXII. COUNTERPARTS

ARTICLE XXXIII. APPLICABLE LAW AND VENUE

ATTACHMENTS TO THIS AGREEMENT

### **RECITALS**

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 1 for additional details.

### 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 **02/01/2023** through **01/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Contract ID: 19321074

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Fairfield County Department of Job and Family Services / New Beginnings Residential Treatment Center. LLC

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

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

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

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

### Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for

02/01/2023 -01/31/2024 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 deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, 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.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (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; and
- 10. The filing of any law enforcement report involving the child.

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- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

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

- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of 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.
- Y. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

### 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

Center, LLC

- development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so 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 <u>OAC 5101:2-42-90.</u> Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> 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; and
    - f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/

### non-reimbursable cost.

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

### Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is \$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 Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.

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- Н. 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.
- This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for Ι. 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.

See Attachment 3 for additional details.

#### Article IX. **TERMINATION; BREACH AND DEFAULT**

- This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Α. 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 of 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.
- In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the D. 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

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of termination to the Provider under the following circumstances:

- 1. Improper or inappropriate activities:
- 2. Loss of required licenses:
- Actions, inactions or behaviors that may result in harm, injury or neglect of a child; 3.
- Unethical business practices or procedures; and 4.
- Any other event that Agency deems harmful to the well-being of a child; or 5.
- Loss of funding as set forth in Article VIII. 6.
- If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties F. 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:
  - All records relating to costs, work performed and supporting documentation for invoices submitted to the 1. 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.
  - All records referred to in Section A 1) of this Article shall be available for inspection and audit by the 3. 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.
- В. 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

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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

### 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).

Center, LLC

- 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 <a href="ORC">ORC</a> 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 <u>OAC 5101:2-47-26.2</u> 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:
  - 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 230, Cost Principles for Non-Profit Organizations.
- 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
- 7. 2 CFR part 200.501, Audit Requirements.

### Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

### Article XV. ATTACHMENTS/ADDENDA

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

### 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 New Beginnings Residential Treatment Center, LLC

100 Broadway Ave 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.

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### Article XVIII. NO ASSURANCES

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

### Article XIX. CONFLICT OF INTEREST

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

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- 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
  - Drop down feature.

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

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
  - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting

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

#### Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

#### Article XXII. SCREENING AND SELECTION

#### A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1). ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> <u>5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48</u> resulting in financial penalty due to lack of compliance with the criminal records checks.

#### B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in <u>ORC 4511.81.</u>
  - 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 <a href="OAC 5101:2-5-09">OAC 5101:2-5-09</a> 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,

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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.

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

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#### ATTACHMENT

#### Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

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

#### Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: 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

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.

#### Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

**Detail:** Article VIII

ITEM B

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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 seven (7) 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 seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

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 Admistration Department at (740)-687-7070. Failure to forward this invoice to FCCPS within

02/01/2023 -01/31/2024 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-ofnetwork medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Servide 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).

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

440

#### **SIGNATURES OF PARTIES:**

Provider: New Beginnings Residential Treatment Center, LLC

Jose He Lander Many um	Signature	Date
Agency: Fairfield County Department of Job and Fa	mily Services	
Print Name & Title	Signature	Date
Additional Signatures		
Print Name & Title	Signature	Date

#### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services
Provider / ID: New Beginnings Residential Treatment Center, LLC / 7942549

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Broadway Avenue (20745)	1889656			\$129.48	\$80.39		\$5.33		\$1.27		\$80.68	\$297.15	02/01/2023	01/31/2024
Goleta Avenue (20710)	1357640			\$129.48	\$80.39		\$5.33		\$1.27		\$80.68	\$297.15	02/01/2023	01/31/2024

Contract ID: 19321074 Fairfield County Department of Job and Family Services / New Beginnings Residential Treatment Center, LLC / 7942549 Run Date: 11/30/2022

Contract Period: 02/01/2023 - 01/31/2024



# A Contract regarding New Beginnings Residential Treatment between Job and Family Services and

Approved on 1/11/2023 1:56:45 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner

**Assistant Deputy Director** 

Approved on 1/11/2023 3:22:46 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

#### 01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Fiscal Year 2023

Page: 1 of 1

**Purchase Order** 

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

23000415 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

VENDOR

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**NEW BEGINNINGS RESIDENTIAL** TREATMENT CENTER, LLC **PO BOX 664** YOUNGSTOWN, OH 44501

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

P 0

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

VENDOR PHONE NUMBER		DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE			
465							
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION			
01/01/2023	13249			JOB & FAMILY SERVICES			
NOTES							

#### NETWORK BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	NETWORK BOARD AND CARE	1.0	EACH	\$35,000.00	\$35,000.00

#### COUNTY AUDITOR'S CERTIFICATE

01/24/2023

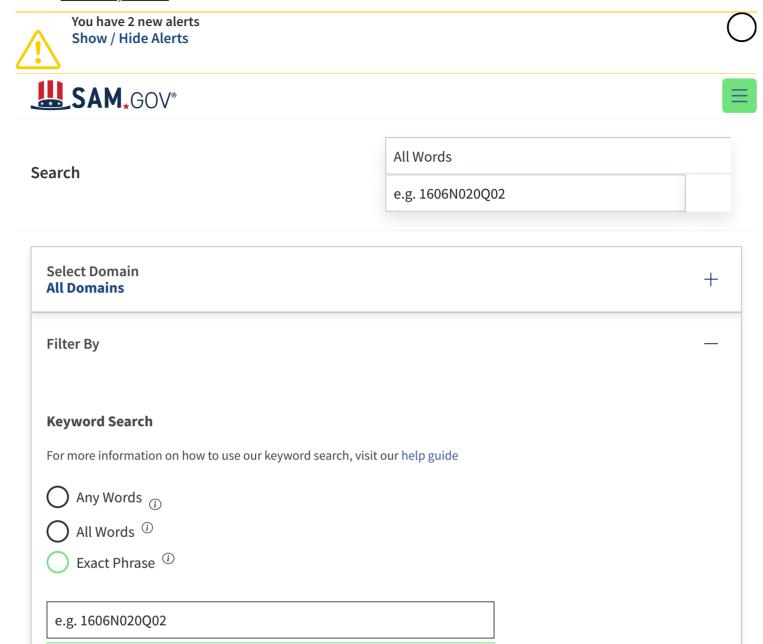
It is hereby certified that the amount \$35,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2023

Total Ext. Price	\$35,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$35,000.00 12/22/22, 1:23 PM SAM.gov | Search

An official website of the United States government Here's how you know



X

#### **Federal Organizations**

"New Beginnings"

Enter Code or Name ▼



Status



**(eset** ) 446 12/22/22, 1:23 PM SAM.gov | Search

Sort by

Showing 1 - 1 of 1 results

Date Modified/Updated

#### **10.527 New Beginnings for Tribal Students**

This program assists with scholarships to Tribal Students for recruiting; tuition and related fees; experiential learning; student services to include...

Dept / Ind Agency

AGRICULTURE, DEPARTMENT OF

Subtier

NATIONAL INSTITUTE OF FOOD AND AGRICULTURE

**Assistance Listing** 

Is Funded Yes

Last Updated Date Aug 9, 2022

Type of Assistance **B-Project Grants** 

				Results per page
<	1	of <b>1</b>	>	25



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#### Prosecutor's Approval Page

Resolution No.

A resolution regarding Network Placement and Related Services Agreement between New Beginnings Residential Treatment Center and Child Protective Services Department

(Fairfield County Job and Family Services)

Approved as to form on 1/17/2023 9:57:48 AM by Steven Darnell,

#### Signature Page

Resolution No. 2023-01.24.y

A resolution regarding Network Placement and Related Services Agreement between New Beginnings Residential Treatment Center and 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.

A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Hocking County Board of Commissioners (Hocking BCC) and the Hocking County Sheriff (Hocking Sheriff) for housing prisoners in the Fairfield County Jail.

**WHEREAS,** The Fairfield County Sheriff's Office has submitted a contract for housing Hocking County inmates in the Fairfield County Jail; and

**WHEREAS**, this agreement shall be effective January 1, 2023 and shall terminate on December 31, 2023.

# 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 approves the attached contract with the Fairfield County Sheriff's Office and Hocking County Board of Commissioners and the Hocking County Sheriff

Prepared by: Elisa Dowdy/Sheriff's Office

Cc: Elisa Dowdy

# CONTRACT FOR HOUSING PRISONERS IN THE FAIRFIELD COUNTY JAIL BETWEEN FAIRFIELD COUNTY AND HOCKING COUNTY

WHEREAS, this contract is made this day of \_\_\_\_\_\_\_\_, 2023, by and between the Fairfield County Board of Commissioners, located at 210 East Main Street, Lancaster, OH 43130, ("Fairfield BCC"), the Fairfield County Sheriff, located at 345 Lincoln Avenue, Lancaster, OH 43130, (the Fairfield Sheriff), and the Hocking County Board of Commissioners, located at 1 East Main St. Logan, Oh 43138 ("the Hocking BCC") and the Hocking County Sheriff, located at 25 E. 2<sup>nd</sup> St. Logan, Oh 43138 ("Hocking Sheriff").

WHEREAS, the Hocking BCC and the Hocking Sheriff has the necessity and the need to house its prisoners elsewhere on a temporary basis beginning January 2023;

WHEREAS, Hocking BCC and the Hocking Sheriff have reached out to the Fairfield BCC and Fairfield Sheriff to see if Fairfield County would be willing to house the Hocking County Prisoners during this period by entering into a contract with the Fairfield BCC and the Fairfield Sheriff, pursuant to R.C. 341.23;

WHEREAS, Fairfield BCC and the Fairfield County Sheriff are willing to enter into a contract pursuant to R.C. 341.23 so long as certain housing parameters are agreed upon;

WHEREAS, this Agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Fairfield Board, the Fairfield Sheriff and the Hocking Board and Hocking Sheriff for the term hereinafter set forth.

In consideration of the mutual covenants herein made each of the parties agrees as follows:

- 1. The Fairfield BCC and the Fairfield Sheriff shall receive, keep, board and safely maintain in the Fairfield County Jail the following persons, as space permits:
  - a.) Hocking County Prisoners who have been lawfully committed to custody by the Hocking County Sheriff, or his deputies, via arrest or court order for any reason; and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing; and/or who are awaiting a trial and have not otherwise posted bail or been released by court order; and/or who serving a jail sentence after conviction except as provided in Paragraphs 2 through 12 below.
  - b.) Persons incarcerated pursuant to subparagraph a. above shall be designated as "Hocking County Prisoners" in this Agreement.

- 2. The Fairfield Sheriff hereby agrees to house no more than Twenty (20) Hocking County prisoners at a time in the Fairfield County Jail commencing on January 1, 2023 and ending on December 31, 2023. Of the Twenty (20) Hocking County Prisoners Fairfield County will receive, five (5) of those twenty (20) Prisoners can be female.
- 3. Hocking BCC agrees to pay Fairfield BCC and Fairfield Sheriff a per diem rate of \$92 per prisoner, per day. A day shall be calculated based on the date of booking reception and release. The Fairfield BCC and Fairfield Sheriff shall invoice the Hocking Sheriff and Hocking BCC a per diem rate of \$92 per each prisoner remaining. Such invoices shall be made the first of each month based on the number of prisoners held, the number of days held. Payment shall be made by the Hocking County Sherriff to the Fairfield County Commissioners with the mailing address of 210 E. Main Street, Room 301, Lancaster, Ohio 43130. Said payment shall be applied to the Fairfield County General Fund. The Fairfield Sheriff reserves the right to return prisoners and refuse to accept additional prisoners if timely payment is not received.
- 4. Hocking County Prisoners confined in the Fairfield County Jail shall be subject to the rules and regulations of the Fairfield County Jail, which apply to all the prisoners therein.
- 5. The Fairfield Sheriff may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious disease, contagious infections, sexually transmitted disease, mental illness, illness or injury that has not been treated prior to entry into the Fairfield County Jail.
- 6. The Fairfield Sheriff, at his sole discretion, may unilaterally refuse to receive Hocking County Prisoner(s) or may return any Hocking County Prisoner(s) for reasons including but not limited to the current Fairfield County Jail population, internal security conditions of the jail, or for any other reason that the Fairfield Sheriff deems pertinent at the time. If the Fairfield Sheriff opts to return or reject Hocking County Prisoner(s) for any reason, the Fairfield Sheriff shall give verbal or electronic notice to the Hocking County Sheriff and the Hocking County

Sheriff shall have no more than 24 hours to pick up the returned/rejected inmate(s).

- 7. The Hocking BCC agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner, at any off-site medical facility, including doctor's fees, hospital charges, and prescription costs. Contacts with in-house medical staff, internal physician consultations/visits, will be covered under the agreed housing costs and no additional fees will apply.
- 8. The Hocking Sheriff shall transport and provide security any time a prisoner must leave the Fairfield County Jail for any reason, unless a court orders that no transportation or security is needed. If the Fairfield Sheriff, via his deputies, transports a prisoner to and from the Fairfield County Jail under this Agreement, he shall submit the mileage to the Hocking Sheriff for reimbursement as permitted under R.C. 341.23(C).
- 9. The Hocking Sheriff shall bear the expense of the burial of a prisoner who dies in the Fairfield County Jail, if the body is not claimed for interment at the expense of friends or relatives.
- 10. No person under eighteen (18) years of age shall be received by the Fairfield Sheriff as a prisoner in the Fairfield County Jail.
- 11. The Hocking BCC and Hocking Sheriff agree that during the contract term, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be, in force at the offices of Fairfield County Commissioners, Common Pleas and Probate-Juvenile Judges, and the Department of Rehabilitation and Corrections.
- 12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, the Hocking Sheriff specifically agrees to furnish to the Fairfield Sheriff, through the Fairfield County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Fairfield County Jail, the Hocking Sheriff shall update the information as any change becomes known. The Fairfield Sheriff agrees that the Fairfield County Jail shall contact those victims and/or

protected persons of any inmate pending release provided that a working telephone number has been furnished to the Fairfield Sheriff, via his jail staff. In situations where no working telephone number is provided, the Hocking Sheriff shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Fairfield Jail when such notification has been given to the victim and/or protected persons and shall furnish the date and time of day said notification has been made. The Hocking Sheriff acknowledges that failure to comply with these notifications terms will result in the refusal by the Fairfield Sheriff to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

- 13. This Agreement may be terminated by either party during its term for any reason, by giving the other party a minimum of thirty (30) days written notice.
- 14. This Agreement shall be effective January 01, 2023 to December 31, 2023, with the option to renew for an additional specified term(s), upon mutual agreement of all of the parties.

Any alteration of contract shall result in the contract being null and void.

The parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

# Steve Davis Date Date Date Dave Levacy Date

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

FAIRFIELD COUNTY SHERIFF  Alex Lape, Sheriff	1/13/2073 Date
HOCKING COUNTY BOARD OF COMMISSION	NERS
Jessica Dickens  Jessica Dickens  Sandy Ogle  Gary Waugh	
HOCKING COUNTY SHERIFF	01-13-23

Date

Sheriff Lanny E. North

APROVED AS TO FORM:		
R. Kyle Witt, Fairfield County Prosecutor	Date	

#### Prosecutor's Approval Page

#### Resolution No.

A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Hocking County Board of Commissioners (Hocking BCC) and the Hocking County Sheriff (Hocking Sheriff) for housing prisoners in the Fairfield County Jail.

(Fairfield County Sheriff)

Approved as to form on 1/19/2023 2:38:28 PM by Steven Darnell,

#### Signature Page

Resolution No. 2023-01.24.z

A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Hocking County Board of Commissioners (Hocking BCC) and the Hocking County Sheriff (Hocking Sheriff) for housing prisoners in the Fairfield County Jail.

(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 authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Vinton County Board of Commissioners (Vinton BCC) and the Vinton County Sheriff (Vinton Sheriff) for housing prisoners in the Fairfield County Jail.

**WHEREAS,** The Fairfield County Sheriff's Office has submitted a contract for housing Vinton County inmates in the Fairfield County Jail; and

**WHEREAS**, this agreement shall be effective January 1, 2023 and shall terminate on December 31, 2023.

# 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 approves the attached contract with the Fairfield County Sheriff's Office and Vinton County Board of Commissioners and the Vinton County Sheriff

Prepared by: Elisa Dowdy/Sheriff's Office

Cc: Elisa Dowdy

# CONTRACT FOR HOUSING PRISONERS IN THE FAIRFIELD COUNTY JAIL BETWEEN FAIRFIELD COUNTY AND VINTON COUNTY

WHEREAS, this contract is made this day of Jon. 10, 2023, by and between the Fairfield County Board of Commissioners, located at 210 East Main Street, Lancaster, OH 43130, ("Fairfield BCC"), the Fairfield County Sheriff, located at 345 Lincoln Avenue, Lancaster, OH 43130, (the Fairfield Sheriff), and the Vinton County Board of Commissioners, located at 100 East Main St., McArthur, Ohio 45651 ("the Vinton BCC") and the Vinton County Sheriff, located at 106 South Market St., McArthur, Ohio 45651 ("Vinton Sheriff").

WHEREAS, the Vinton BCC and the Vinton Sheriff has the necessity and the need to house its prisoners elsewhere on a temporary basis beginning 2023;

WHEREAS, Vinton BCC and the Vinton Sheriff have reached out to the Fairfield BCC and Fairfield Sheriff to see if Fairfield County would be willing to house the Vinton County Prisoners during this period by entering into a contract with the Fairfield BCC and the Fairfield Sheriff, pursuant to R.C. 341.23;

WHEREAS, Fairfield BCC and the Fairfield County Sheriff are willing to enter into a contract pursuant to R.C. 341.23 so long as certain housing parameters are agreed upon;

WHEREAS, this Agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Fairfield Board, the Fairfield Sheriff and the Vinton Board and Vinton Sheriff for the term hereinafter set forth.

In consideration of the mutual covenants herein made each of the parties agrees as follows:

- 1. The Fairfield BCC and the Fairfield Sheriff shall receive, keep, board and safely maintain in the Fairfield County Jail the following persons, as space permits:
  - a.) Vinton County Prisoners who have been lawfully committed to custody by the Vinton County Sheriff, or his deputies, via arrest or court order for any reason; and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing; and/or who are awaiting a trial and have not otherwise posted bail or been released by court order; and/or who serving a jail sentence after conviction except as provided in Paragraphs 2 through 12 below.

- b. Persons incarcerated pursuant to subparagraph a. above shall be designated as "Vinton County Prisoners" in this Agreement.
- 2. The Fairfield Sheriff hereby agrees to house no more than Twenty (20) Vinton County prisoners at a time in the Fairfield County Jail commencing on February 1, 2023 and ending on December 31, 2023. Of the Twenty (20) Vinton County Prisoners Fairfield County will receive, five (5) of those twenty (20) Prisoners can be female.
- 3. Vinton BCC agrees to pay Fairfield BCC and Fairfield Sheriff a per diem rate of \$92 per prisoner, per day. A day shall be calculated based on the date of booking reception and release. The Fairfield BCC and Fairfield Sheriff shall invoice the Vinton Sheriff and Vinton BCC a per diem rate of \$92 per each prisoner remaining. Such invoices shall be made the first of each month based on the number of prisoners held, the number of days held. Payment shall be made by the Vinton County Sherriff to the Fairfield County Commissioners with the mailing address of 210 E. Main Street, Room 301, Lancaster, Ohio 43130. Said payment shall be applied to the Fairfield County General Fund. The Fairfield Sheriff reserves the right to return prisoners and refuse to accept additional prisoners if timely payment is not received.
- 4. Vinton County Prisoners confined in the Fairfield County Jail shall be subject to the rules and regulations of the Fairfield County Jail, which apply to all the prisoners therein.
- 5. The Fairfield Sheriff may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious disease, contagious infections, sexually transmitted disease, mental illness, illness or injury that has not been treated prior to entry into the Fairfield County Jail.
- 6. The Fairfield Sheriff, at his sole discretion, may unilaterally refuse to receive Vinton County Prisoner(s) or may return any Vinton County Prisoner(s) for reasons including but not limited to the current Fairfield County Jail population, internal security conditions of the jail, or for any other reason that the Fairfield Sheriff deems pertinent at the time. If the Fairfield Sheriff opts to return or reject Vinton County Prisoner(s) for any reason, the Fairfield Sheriff shall give verbal or electronic notice to the Vinton County Sheriff and the Vinton County Sheriff shall have no more than 24 hours to pick up the returned/rejected inmate(s).

- 7. The Vinton BCC agrees to pay for, any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner, at any off-site medical facility, including doctor's fees, hospital charges, and prescription costs. Contacts with in-house medical staff, internal physician consultations/visits, will be covered under the agreed housing costs and no additional fees will apply.
- 8. The Vinton Sheriff shall transport and provide security any time a prisoner must leave the Fairfield County Jail for any reason, unless a court orders that no transportation or security is needed. If the Fairfield Sheriff, via his deputies, transports a prisoner to and from the Fairfield County Jail under this Agreement, he shall submit the mileage to the Vinton Sheriff for reimbursement as permitted under R.C. 341.23(C).
- 9. The Vinton Sheriff shall bear the expense of the burial of a prisoner who dies in the Fairfield County Jail, if the body is not claimed for interment at the expense of friends or relatives.
- 10. No person under eighteen (18) years of age shall be received by the Fairfield Sheriff as a prisoner in the Fairfield County Jail.
- 11. The Vinton BCC and Vinton Sheriff agree that during the contract term, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be, in force at the offices of Fairfield County Commissioners, Common Pleas and Probate-Juvenile Judges, and the Department of Rehabilitation and Corrections.
- 12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, the Vinton Sheriff specifically agrees to furnish to the Fairfield Sheriff, through the Fairfield County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Fairfield County Jail, the Vinton Sheriff shall update the information as any change becomes known. The Fairfield Sheriff agrees that the Fairfield County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the Fairfield Sheriff, via his jail staff. In situations where no working telephone number is provided, the Vinton Sheriff shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the

Fairfield Jail when such notification has been given to the victim and/or protected persons and shall furnish the date and time of day said notification has been made. The Vinton Sheriff acknowledges that failure to comply with these notifications terms will result in the refusal by the Fairfield Sheriff to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

- 13. This Agreement may be terminated by either party during its term for any reason, by giving the other party a minimum of thirty (30) days written notice.
- 14. This Agreement shall be effective February 1, 2023 to December 31, 2023, with the option to renew for an additional specified term(s), upon mutual agreement of all of the parties.

Any alteration of contract shall result in the contract being null and void.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

The parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

# Steve Davis Date Date Date Date Date Date Date FAIRFIELD COUNTY SHERIFF Alex Lane, Sheriff Date

#### VINTON COUNTY BOARD OF COMMISSIONERS

72-8	Jego -	1-10-223
Tim Eberts		Date
		1-10-2023
Mark Fout		Date
	8	1-
William Wellman		Date
VINTON COUNTY SH	IERIFF	
American (d)	<b>(</b>	1-10-2023
110 \111		1 10 000

Date

Sheriff Ryan Cain

APROVED AS TO FORM:		
	·	
R. Kyle Witt, Fairfield County Prosecutor	Date	-

#### Prosecutor's Approval Page

#### Resolution No.

A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Vinton County Board of Commissioners (Vinton BCC) and the Vinton County Sheriff (Vinton Sheriff) for housing prisoners in the Fairfield County Jail.

(Fairfield County Sheriff)

Approved as to form on 1/19/2023 1:39:30 PM by Steven Darnell,

#### Signature Page

Resolution No. 2023-01.24.aa

A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Vinton County Board of Commissioners (Vinton BCC) and the Vinton County Sheriff (Vinton Sheriff) for housing prisoners in the Fairfield County Jail.

(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.

2023-01.24.bb

# 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 January 26, 2023.

### 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 01/26/2023 to 01/26/2023

Departmer Check #		Vendor# V	/endor Name	Invoice #	Invoice Date	PO#	Warrant	Line Item Description	Amount
<b>1200</b> 1577879	COMMISSIO	_					<u> </u>		
	<b>Fund: 1001 - GENERAL FUND</b> 01/26/2023 80132 AUNDREA N CORDLE		1/9/23	11/21/2022	23000498	C0124	REIMBURSEMENTS COUNTY HEADSHOTS	700.00	
							TOTAL	: COMMISSIONERS ADMIN	700.00

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INVOICES BY DEPARTMENT 01/26/2023 to 01/26/2023

Departmer Check #	Check Date Vendor # Vendor Name			Invoice #	Invoice Date	PO#	Warrant	Line Item Description	Amount
1700	JUVENILE C		DMIN ENERAL FUND						
5367402	01/26/2023	1370	TYLER TECHNOLOGIES INC	020-140289	01/10/2023	23001362	C0124	JUV CT TYLER INV#020-140289	176,862.00
							TOTAL	: JUVENILE COURT ADMIN	176,862.00

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INVOICES BY DEPARTMENT

Department

01/26/2023 to 01/26/2023

neck #	Check Date Vendor # Vendor Name	Invoice #	Invoice Date	PO#	Warrant Line Item Description	Amount
					Summary Total for this report:	\$177,562.00
Comm	nissioner Steven A. Davis					
Comm	nissioner Jeffrey M. Fix					
Comm	nissioner David L. Levacy			Date		

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#### Signature Page

Resolution No. 2023-01.24.bb

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.

# HANDOUTS PROVIDED BY THE PUBLIC **DURING THE PUBLIC COMMENT** SECTION OF THE MFFTING ARF CONTAINED HEREAFTER



#### County Commissioners' Meeting 01-24-23

#### Key scientist sounds alarm: Withdraw COVID shots 'immediately' Jabs 'do not appear to be safe'

https://www.wnd.com/2023/01/key-scientist-sounds-alarm-withdraw-covid-shots-immediately/ By Bob Unruh

Published January 18, 2023

Dr. Peter McCullough vs. The System: A Battle for his Career "We have a situation here where the American Board of Internal Medicine has completely lost all credibility as an independent, fair balanced organization"

https://etana.substack.com/p/dr-peter-mccullough-vs-the-system?sort=new Etana Hecht Jan 19

As originally published on DailyClout

- \*\*\*\*Most of you have read at some point that nationally renowned cardiologist Dr. Peter McCullough is one of the most successful clinical physicians to devote his energy and talent to saving Covid patients with successful "early treatment" protocols.
- \*\*\*\*This substack article from Israeli physician Etana Hecht underscores and details the ongoing outrageous international battle that is being waged against Dr. Peter McCullough.
- \*\*\*\*The article illustrates the true conspiracy of our federal government aligned with the pharmaceutical industry, the medical industry and the media and local governments.

#### The American Journal: WSJ Attacks Biden Over Covid Boosters – Watch LIVE

&&&&\*\*\*\*\*IF YOU WANT TRUTH &&&&&\*\*\*\*\*

"The American Journal" is live every weekday from 8-11 am CST. https://banned.video/watch?id=5fe0c6d21f59bc0981508ef1

The American Journal 45,185,247 views

&&&&\*\*\*\*\*Sure shows a very small interest \*\*\*\*\* &&&&&

So we have to ask: What have you been **DOING** to have LONG PRESENTATIONS about the <u>REAL FACTS</u> AND <u>FIGURES</u>???

What have you been **NOT DOING** to have LONG PRESENTATIONS about the <u>REAL FACTS</u> AND <u>FIGURES</u>???

And we ask: HAS **HEALTH** OR **MONEY** BEEN THE MAIN OBJECT **OF EACH DECISION????** 

01/24/2023 475