

Regular Meeting #6 - 2023
Fairfield County Commissioners' Office
February 14, 2023

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, Jeff Fix. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Corey Clark, Jon Kochis, Corey Clark, Tony Vogel, Dr. Carri Brown, Lisa McKenzie, Anna Tobin, Josh Crawford, Amy Brown-Thompson, Steven Darnell, Aubrey Stoffel, Mayor David Scheffler, Rick Szabrak, Dan Neeley, Jeremiah Upp, Marty Norris, Francis Martin, Trisha Feely, Cory Balthrop, Anna Tobin, and Melissa H. Connor.

Attending virtually: Tony Vogel, Rochelle Menningen, Lori Hawk, Lynette Barnhart, Nikki Drake, Shelby Hunt, Raz Sabaiduc, Jeff Barron, Marcy Fields, and Brian Wolfe.

Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance and spoke about the full schedule and introduced Economic and Workforce Development Director, Rick Szabrak.

Announcement

Rick Szabrak announced a training grant for Alleguard, a local manufacturer. Mr. Szabrak stated that Alleguard was a company that had been planning to expand and that the grant would allow the company to provide workforce training.

Stephanie Bosco, Executive Director of the Lancaster Port Authority, stated that the city was excited about new jobs and growth at the eastside industrial park.

Mayor David Scheffler of Lancaster stated the city was happy to work with the county and with Alleguard.

Alleguard VP of HR, Trisha Feely, stated that in May of 2021 the corporation had three companies, and have quickly expanded to six. She added that they had eighteen employees in 2021, now have fifty, and plan to expand to additional shifts and eighty-five employees. Ms. Feely further added that Lancaster is the first site where the company is implementing safety programs. She stated that A.O. Smith is the company's largest customer and that Alleguard makes packaging materials, such as those used to wrap water heaters for shipping.

Commissioner Levacy asked if a hard foam is produced.

Ms. Feely confirmed that hard foam is manufactured by Alleguard.

Commissioner Fix asked why Alleguard selected Lancaster for the plant.

Alleguard Executive, Corey Balthrop, stated it was a great location where the company can expand and search for a new market base. He added that transportation should be at a minimal distance for their product and that they are testing new equipment to rebrand some of their material which would allow for more expansion.

Commissioner Davis welcomed Alleguard and its Executives on behalf of the Board of Commissioners.

Ms. Feely stated that Alleguard looked forward to their partnership with the city and county.

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Update – Meals on Wheels Older Adult Alternatives Update

Meals on Wheels Executive Director, Anna Tobin, spoke about the Meals on Wheels budget, the services the agency provides, the feeling of security it helps to instill in their clients, improving the health of their clients, and helping clients stay in their homes.

Ms. Tobin stated that the agency provides grants back to help fund local senior programs. She added that Meals on Wheels works and contracts with community partners to provide services and in-kind assistance. She spoke about special events such as Community Champions Week and about agency volunteers and financial support received through donations and grant fundraising. Ms. Tobin provided the agency's financials and stated that the agency serves about 1000 people each day. She stated that seniors are concerned with safe and affordable housing and that staff care coordinators assist with this by helping with utilities, home repairs, supplemental food box programs, rent assistance, insurance rates, and more. She also stated that they have become a member of ADAMH's network of care for in-home mental health.

Commissioner Davis thanked Ms. Tobin and her agency on behalf of the board.

Commissioner Levacy thanked Ms. Tobin and her staff and spoke about the payee service provided by Meals on Wheels. He added that he sits on the State Elder Abuse Board and emphasized that financials are a large issue for seniors.

Commissioner Fix added that most individuals do not hear what Meals on Wheels is doing on a day-to-day basis but stated that the agency's work is very important. He spoke about getting the word out to taxpayers about the services provided so that they can support with time and talents, and so that they know where to turn when help is needed.

Job and Family Services Director, Corey Clark, has sat on the Meals on Wheels' board for seven to eight years and added that Anna's presentation thoroughly demonstrated the impact the agency has on the community and stated that Meals on Wheels does a fantastic job.

Public Comment

Francis Martin of Pleasantville stated that he is a retired police officer that moved to the Pleasantville area because of its beauty and proximity to recreational activities. He also stated he heard a year ago about possible solar panels and has many concerns including those involving safe water.

Melissa Hoover-Conner of Pleasantville shared a map of Walnut Township and spoke about the area's zoning. She added that she is not against solar and wind energy but is pro agriculture. She also shared a map from the company that has proposed a solar project for Walnut Township. Ms. Hoover-Conner stated that when she looks at the two maps and at the property contiguous with the solar property and compares them with the list of those who have leased their property to Eastern Cottontail, there are nine who have made decisions involving eighty-seven properties. She added that in the contiguous properties, there are nine streams and ten ponds.

Commissioner Davis thanked everyone for coming and for providing their comments.

Legal Update

Commissioner Davis spoke about the MCJDC meeting. He also spoke about the agency's financial administration and stated that Fairfield County would provide the first iteration and then administration would circulate to the other counties. He added that a final draft of the contract would hopefully be ready to provide to the MCJDC board in May.

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Assistant Prosecutor, Amy Brown-Thompson, spoke about a resolution of agreement involving MCJDC.

County Auditor, Dr. Carri Brown, stated she will review the agreement and make suggestions.

County Administrator, Aundrea Cordle, stated that Ms. Brown-Thompson is working with RLS on an agreement.

Commissioner Davis stated that he is very interested in getting the RLS process underway.

Week in Review

ARP Update

County Administrator, Aundrea Cordle, stated that from the \$30,606,902 received as the first and second tranche of fiscal recovery funds, \$22.2M has been appropriated, \$11.5M expended, and \$4.2M encumbered or obligated.

Energy Aggregation

Ms. Cordle stated that Palmer Energy coordinates the RFP process for the County's electrical services and she will be meeting with them to discuss the results later in the week. She added it has been past practice, and would be helpful to the timeliness of the process, to authorize her to sign all necessary documents for the electricity services contracts. She further added she would be reporting to the Board of Commissioners on the results of the RFP.

Motion to authorize the County Administrator to sign all necessary documents for the electricity services contracts as coordinated by Palmer Energy.

On the motion of Steve Davis and second of Jeff Fix, the Board voted to authorize the County Administrator to sign all necessary documents for the electricity services contracts as coordinated by Palmer Energy.

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

City of Pickerington Planning and Zoning Commission Meeting

Ms. Cordle spoke about a meeting at Pickerington City Hall that evening at 7:30 to discuss a preliminary development plan and zoning amendment for 8185 Pickerington Road, for approximately 212.2 acres located on the southwest corner of Busey and Pickerington Roads. She added that the Commissioners' Office received a communication from a resident in the area regarding development.

Commissioner Davis spoke about a citizen's concern that had been conveyed to the board's office and added that the citizen was not aware of the 2020 annexation.

Ms. Cordle stated that she provided a detailed packet to Commissioner Davis so that he could respond. She added that the County Engineer would still maintain the right-of-way along Pickerington Rd. adjacent to the annexed area.

Commissioner Davis stated that the City of Pickerington owned the land and then annexed it and that the Commissioners did not have discretion to deny that annexation.

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He also stated that adjoining landowners received notice in 2020 and that the citizen who had inquired also asked about the proposed interchange at Route 33 and Pickerington Rd.

County Engineer, Jeremiah Upp, stated that ODOT is proceeding with the design plan for the interchange at Route 33 and Pickerington Rd., and that a footprint is close but not yet finished.

Emergency Services Facility Grand Opening

Ms. Cordle provided that the official opening of the Emergency Services Facility was taking place later that day at 11:00a.m. She extended an invitation to all.

Highlights of Resolutions

Administrative Approvals and Resolutions

Ms. Cordle reported that the review packet contains a list of administrative approvals and that there are 21 resolutions for the voting meeting. She provided the following resolution of note:

- A resolution amending the meeting time for May 2, and amending the meeting time and location for May 23.
- A resolution to approve a memo receipt for salt reimbursement to the Engineer's Office for salt for facilities.
- A resolution to renew the Capitol City Chapter EAA 443, Experimental Aircraft Association lease agreement for the use of 3383 Old Columbus Rd. (the airport) through February 28, 2024.
- A resolution to extend the repayment date to 4/15/23 from Economic and Workforce Development for EV charging station.

Economic and Workforce Development Director, Rick Szabrak, stated they have the parts for the charging station but have been unable to get ahold of the company to complete the installation.

- A resolution to authorize an agreement with for Workforce Training Grant funds.

Recognition

Ms. Cordle provided the following recognitions:

- County Auditor, Dr. Carri Brown shared her appreciation for the teamwork demonstrated with the County Auditor's Office in publishing the RFP for the sexennial reappraisal services within the same week as the order from the Ohio Department of Taxation was received. Innovation and customer service are newly added parts of the scoring methodology.
- County Auditor, Dr. Carri Brown shared that she had received a very positive email regarding the Auditor's website from a surveyor that works with multiple states.
- Thank you to Dan Neeley and the IT team for their immediate attention to several phishing attempts that had impacted the County.

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- James Boving, Tom Bouts & Devon Mullen designed and built a stand to hold our Vertical Loop Reactor shaft (picture attached). James & Devon design the cradle and constructed it. James brought many of his carpentry tools from home. On the day, the crane arrived to remove the 28' long steel shaft and aeration paddles, Tom, James, and Devon were prepared and completed the project in two hours. These cradles will be used when the new shaft arrives before installation.
- On Friday January 23rd at 2:30 pm, Lift Station #5 in Greenfield Township was plugged with rags. Lift Station #5 is the largest and most important in the Greenfield system. Steve Russell and Ross Davis began to unclog it when the rails came off the pump was no longer seated. The lift station was filling, and the employees needed to act fast to repair it. At 4:00 pm, Steve Tooill, Tom Bouts, and Josh Anders arrived to assist Steve and Ross. These employees had to remove the rails and reinstall them to set the pump to begin pumping. It took until 8:30 pm that Friday to make the lift station operational. On Tuesday of last week these same individuals removed the old, rusted rails and installed new stainless-steel ones to resolve any future lift station problems.

Ms. Cordle provided an on-screen picture of a device built by the Utilities department to hold the shaft for the lift station.

Utilities Director, Tony Vogel, stated the shaft was 28 feet long and weighed 2200 pounds.

Calendar Review/Invitations Received

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

- Emergency Services Facility Grand Opening, February 14, 2023, 11:00 a.m., 3365 Old Columbus Rd., Carroll
- Transportation Improvement District Meeting, February 14, 2023, 1:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Alleguard Facility Tour, February 15, 2023, 9:00 a.m., 2109 Commerce St., Lancaster
- Family, Adult and Children First Executive Committee Meeting, February 17, 2023, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
- Fairfield Medical Center, Legendary Philanthropy Award Open House and Presentations, February 23, 2023, Open House 5:00 p.m.-7:00 p.m., Presentations begin at 6:00 p.m., Fairfield Medical Center River Valley Campus, 2384 N. Memorial Dr., Lancaster
- ADAMH Annual Dinner, March 28, 2023, 6:30 p.m., Cheers Chalet, 1211 Coonpath Rd. NW, Lancaster

Correspondence

Rochelle Menningen, reviewed the following correspondence:

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- Fairfield County Municipal Court Fees Report, January 2023, Criminal/Traffic Division
- Ohio Department of Taxation Journal Entry Number 23-01-0025, January 24, 2023, Tax Year Reappraisals for Ohio Counties
- Meals on Wheels March for Meals Letter, Re: Celebration Honoring the Older Americans Act Nutrition Program
- Mid-Ohio Food Collective Letter and 2022 Collective County Service Report
- Memo and Fact Sheet from County Auditor, Dr. Carri Brown, February 10, 2023, Subjects: GIS Collaborates for Public Safety, Legal Level of Control for Efficiency, Board of Revision Online Case Files, and City of Lancaster's Road Improvements Levy Fact Sheet
- Thank You to Commissioner Levacy from the Fairfield Medical Center Foundation
- Ohio History Connection, John Leist House, 10200 Cincinnati Zanesville Rd. SW, Amanda, Consideration for National Register of Historic Places

Jail Population

Ms. Cordle stated that the jail population for February 7, 2023, was 237 with 19 of those being contracted placements, and for February 14, 2023, was 227 with 15 of those being contracted placements.

Old Business

Commissioner Davis stated that although he is not currently a member of the Investment Advisory Committee (IAC) he continues to closely monitor the actions of the IAC and available percentage rates.

Commissioner Levacy spoke about the meeting he had with the Governor's Executive Workforce Board and stated that a major topic of discussion was the Governor's budget.

Commissioner Fix spoke about a meeting with the OneOhio Board of Directors and stated that the board continues to make progress. He stated he also attended a meeting with Engineer Upp and MORPC Executive Director William Murdock regarding transportation and that Mr. Murdock is supportive of the priorities that have been identified by the Transportation Improvement District. The Commissioner added he also attended a presentation at Berne Union Schools for BU Next, a student project/competition to help design the next school building. Commissioner Fix stated he was very impressed by the commitment and accomplishments of the students.

Mr. Upp added that the meeting with Commissioner Fix and Mr. Murdock did a good job of reinforcing transportation needs with MORPC and further added that it was a great meeting with the right people in attendance.

New Business

EMA and Facilities Director, Jon Kochis, stated the title office in Pickerington will be moving to their new location at the Fairfield Center on February 21st.

Commissioner Levacy lightheartedly stated that it was Valentine's Day and that everyone should remember to do something for their sweetheart.

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Commissioner Fix announced that he would not be at the next Commissioners' meeting as he would be attending the Ohio Chamber Housing Summit meeting at the Statehouse.

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, Corey Clark, Jon Kochis, Corey Clark, Tony Vogel, Dr. Carri Brown, Lisa McKenzie, Anna Tobin, Josh Crawford, Amy Brown-Thompson, Steven Darnell, Aubrey Stoffel, Mayor David Scheffler, Rick Szabrak, Dan Neeley, Jeremiah Upp, Marty Norris, Francis Martin, Trisha Feely, Cory Balthrop, Anna Tobin, and Melissa H. Connor.

Attending virtually: Tony Vogel, Rochelle Menningen, Lori Hawk, Lynette Barnhart, Nikki Drake, Shelby Hunt, Raz Sabaiduc, Jeff Barron, Marcy Fields, and Brian Wolfe.

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 February 7, 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, February 7, 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:

- | | |
|--------------|--|
| 2023-02.14.a | A Resolution Amending Resolution 2022-11.29.a for the Approval of Establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates, and establishing a new time and location for the May 23, 2023 Meeting. |
| 2023-02.14.b | 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. |
| 2023-02.14.c | A resolution to approve a Memo Receipt & Expense for reimbursement for salt supplied to County Facilities from the County Engineer – Fairfield County Commissioners |

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- 2023-02.14.d A resolution to appropriate from unappropriated into a major expenditure category for fund# 4523 Bond Retirement Liberty Center/Engineer & to approve a fund-to-fund transfer to the General Fund 1001 for allowable transfers of residual equity.
- 2023-02.14.e A resolution to appropriate from unappropriated into a major expenditure category for fund# 4529 Bond Retirement Juvenile Detention Center & to approve a fund-to-fund transfer to the General Fund 1001 for allowable transfers of residual equity.
- 2023-02.14.f A Resolution of Renewal to the Capitol City Chapter EAA 443, Experimental Aircraft Association lease agreement for the use of 3383 Old Columbus Road property at the Fairfield County Airport

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 Economic and Workforce Development

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 Economic and Workforce Development:

- 2023-02.14.g A resolution to authorize an agreement with Alleguard for Workforce Training Grant funds
- 2023-02.14.h A resolution authorizing the approval to extend the repayment date of advance of fund #2881 EV Charging Station fund

Rick Szabrak thanked the Commissioners for their support of the grant and added that it is a nice tool that most communities do not have. He added that he plans to use it to focus on job growth.

Commissioner Davis stated that on behalf of the commissioners, they are thrilled to have movement like this.

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 Engineer

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 Engineer:

- 2023-02.14.i A resolution to approve a memo expense for W. Buckeye Lake/Ballard Lane expenses – Fairfield County Commissioners

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:

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| 2023-02.14.j | A resolution regarding a Purchase of Service Contract between 22MILES, Inc. and Job & Family Services |
| 2023-02.14.k | A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Buckeye Ranch, Inc. |
| 2023-02.14.l | A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Sojourners Care Network and Child Protective Services Department. |
| 2023-02.14.m | A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Open Arms Adoptions and Child Protective Services Department. |
| 2023-02.14.n | A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and National Youth Advocate Program. |
| 2023-02.14.o | A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Protective Services Division and Just Like Us Enrichment Agency. |
| 2023-02.14.p | A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Journey Home Foster Care. |

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 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 resolution from Fairfield County Juvenile and Probate Court:

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|--------------|--|
| 2023-02.14.q | A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2317 Computer Fund |
|--------------|--|

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:

- | | |
|--------------|---|
| 2023-02.14.r | A resolution to appropriate from unappropriated in a major expenditure object category Sheriff's Office Fund 2027 Weights (Rd. & Bridge). |
| 2023-02.14.s | A resolution authorizing an account-to-account transfer Fund 2593 Concealed Carry |

Roll call vote of the motion resulted as follows:

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



A G E N D A

B O A R D O F C O M M I S S I O N E R S

Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

Tuesday, February 14, 2023
9:00 a.m.

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

1. Review

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.*

2. Welcome

3. Announcement

Training Grant Announcement for Local Manufacturer

4. Update – Meals on Wheels Older Adult Alternatives Update

Meals on Wheels Executive Director, Anna Tobin

5. 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.*

6. Legal Update

7. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. Emergency Services Facility Grand Opening, February 14, 2023, 11:00 a.m., 3365 Old Columbus Rd., Carroll
 - ii. Transportation Improvement District Meeting, February 14, 2023, 1:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
 - iii. Alleguard Facility Tour, February 15, 2023, 9:00 a.m., 2109 Commerce St., Lancaster
 - iv. Family, Adult and Children First Executive Committee Meeting, February 17, 2023, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster

S E R V E • C O N N E C T • P R O T E C T



A G E N D A

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

- v. Fairfield Medical Center, Legendary Philanthropy Award
Open House and Presentations, February 23, 2023, Open House
5:00 p.m.-7:00 p.m., Presentations begin at 6:00 p.m.,
Fairfield Medical Center River Valley Campus,
2384 N. Memorial Dr., Lancaster

- vi. ADAMH Annual Dinner, March 28, 2023, 6:30 p.m., Cheers Chalet,
1211 Coonpath Rd. NW, Lancaster

f. Correspondence

- i. Fairfield County Municipal Court Fees Report, January 2023,
Criminal/Traffic Division
- ii. Ohio Department of Taxation Journal Entry Number 23-01-0025,
January 24, 2023, Tax Year Reappraisals for Ohio Counties
- iii. Meals on Wheels March for Meals Letter, Re: Celebration
Honoring the Older Americans Act Nutrition Program
- iv. Mid-Ohio Food Collective Letter and 2022 Collective County
Service Report
- v. Memo and Fact Sheet from County Auditor, Dr. Carri Brown, February 10,
2023, Subjects: GIS Collaborates for Public Safety, Legal Level of Control for
Efficiency, Board of Revision Online Case Files, and City of Lancaster's Road
Improvements Levy Fact Sheet
- vi. Thank You to Commissioner Levacy from the Fairfield Medical Center
Foundation
- vii. Ohio History Connection, John Leist House, 10200 Cincinnati Zanesville Rd.
SW, Amanda, Consideration for National Register of Historic Places

8. Old Business

9. New Business

10. Regular (Voting) Meeting

11. Adjourn

12. Commission Connection Video, 10:30 a.m.

Commissioner Fix's Office

S E R V E • C O N N E C T • P R O T E C T

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
FEBRUARY 06, 2023 TO February 12, 2023

Fairfield County Commissioners

- AA.02.08-2023.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.02.08-2023.b 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]
- AA.02.08-2023.d An Administrative Approval to Approve the First Amendment to the Brownfield Remediation Program Grant Agreement. [Commissioners]

Fairfield County Facilities

- AA.02.09-2023.a An Administrative Approval of an Agreement between Kanopi by Armstrong Ceilings, and the Fairfield County Commissioners For Ceiling Tile Installation [Facilities]

Fairfield County Family, Adult and Children First Council

- AA.02.10-2023.a A administrative approvals regarding the application and submission of Ohio Children's Trust Fund (OCTF) Early Childhood Safety Initiative (ECSI) [Family, Adult and Children First Council]

Fairfield County Recorder

- AA.02.08-2023.c An Administrative Approval to update Schedule D and Schedule G to the Fidler Technologies Contract. [Recorder]

Fairfield County Utilities Department

- AA.02.08-2023.e An Administrative Approval authorizing the agreement between Fairfield County Utilities and Watcon Consulting Engineers, LLC. [Utilities]

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan
Fiscal Recovery Funds, as of 2.10.2023.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.
\$22,282,908.78 has been appropriated, \$11,522,002.13 expended, \$4,255,531.33 encumbered or obligated.

12Project/Category		As of 2/10/23 Appropriations	As of 2/10/23 Expenditure	As of 2/10/23 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	66,362.57	3,997.38
R17b	Public Health, Capital Investments and Public Facilities of the County	3,254,524.02	1,704,676.01	1,261,287.04
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	54,250.98	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	54,250.98	0.00
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	1,162,434.73	0.00
R19b	Public Health Payroll Support	204,392.13	185,406.39	18,985.74
R19c	Other Public Sector Payroll Support	302,778.33	147,555.21	0.00
R110a	Mental and Behavioral Health	40,018.00	0.00	40,018.00
Subtotal Public Health		5,894,150.66	3,668,474.93	1,374,113.16
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

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan
Fiscal Recovery Funds, as of 2.10.2023.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.

\$22,282,908.78 has been appropriated, \$11,522,002.13 expended, \$4,255,531.33 encumbered or obligated.

Project/Category		As of 2/10/23 Appropriations	As of 2/10/23 Expenditure	As of 2/10/23 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	111,854.84	137,423.16
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	102,000.00	71,240.00	25,460.00
Subtotal Negative Economic Impacts		1,852,178.00	1,503,198.72	187,604.68
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

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan
Fiscal Recovery Funds, as of 2.10.2023.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.
\$22,282,908.78 has been appropriated, \$11,522,002.13 expended, \$4,255,531.33 encumbered or obligated.

Project/Category		As of 2/10/23 Appropriations	As of 2/10/23 Expenditure	As of 2/10/23 Obligation
Revenue Loss				
R61a	SaaS and Technological Equipment	370,646.50	230,825.32	139,821.18
R61b	Recorder Document Scanning	400,000.00	257,743.53	142,256.47
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	3,692,375.73	1,636,400.90	369,072.83
R61h	Community School Attendance Program	501,137.00	51,699.72	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		9,327,912.08	5,170,085.57	2,021,487.23
Administration				
R71a	Administrative Expenses	412,415.82	230,611.27	0.00
Subtotal Administration		412,415.82	230,611.27	0.00
Grand Total		\$22,282,908.78	\$11,522,002.13	\$4,255,531.33

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan Fiscal Recovery Funds, as of 2.10.2023.

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds. **\$22,282,908.78** has been appropriated, **\$11,522,002.13** expended, **\$4,255,531.33** encumbered or obligated.

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.

Let's Celebrate Generosity

Legendary Philanthropy Awards

Open House • Feb. 23 • 5-7 p.m.



Fairfield Medical Center
FOUNDATION

Let's Celebrate Generosity

Legendary Philanthropy Awards

Open House • Feb. 23 • 5-7 p.m.



Fairfield Medical Center
FOUNDATION

And the award goes to...

Legendary Corporate Partner
Ohio's Hospice of Central Ohio

Legendary Community Member
A Community Cares/Aces Against Cancer

Legendary Individual
Kitty Handley

Legendary Employee
Cheryl Stillberger

Legendary Physician
Dr. Mark Darnell

Sandy Maholm Award
Angela Krile

Thank you for joining us as we celebrate generosity. These organizations and individuals have not only made a positive impact on the hospital we love, but they have contributed to an overall healthier region.

Thursday, Feb. 23 • Open House 5-7 p.m.

Legendary Philanthropy Award presentations begin at 6 p.m.

River Valley Campus, 2384 N. Memorial Dr., Lancaster, Ohio 43130 (Columbus St. entrance)

Pre-awards entertainment provided by: **Vital Signs**

We will also be honoring Legendary Caregivers who have been recognized by a Grateful Patient or family member for the care they received while in the hospital or provider's office.

For more information on upcoming events and the FMC Foundation's impact, check out our website here:



www.fmchealth.org/foundation/



SAVE THE DATE

THE FAIRFIELD COUNTY ADAMH BOARD

ANNUAL DINNER: CREATING A RIPPLE EFFECT

Buffet meal, awards and program

Tuesday, March 28, 2023 • 6:30 p.m.

Cheers Chalet • 1211 Coonpath Road NW, Lancaster, Ohio 43130





VALEDA A. SLONE
Clerk

FAIRFIELD COUNTY MUNICIPAL COURT

136 West Main Street Post Office Box 2390 Lancaster, Ohio 43130-5390

Telephone: 740-687-6621

E-mail: clerk@fcmcourt.org

Web: www.fcmcourt.org

February 2, 2023

Dr. Carri Brown
Fairfield County Auditor
210 E. Main Street
Lancaster, OH 43130

RE: Fees collected in the Fairfield County Municipal Court, **Criminal/Traffic Division**, for the month of January, 2023.

10% OSP Fines.....	\$1467.90
Regular Fines.....	0.00
Uniform Fines.....	3027.45
Gross Overload.....	17,901.15
50% Liquor Fines	0.00
OVI Housing.....	1227.42
Sheriff's Department OVI.....	25.00
Affidavit of Indigency	923.29
Dog Fines.....	200.00
Parks & Recreation.....	0.00
Parks & Recreation OVI.....	0.00
Witness Fees	12.00
Expungement Fees	140.00
Jury Fees.....	362.50
TOTAL.....	\$25,286.71

Sincerely,

Valeda A. Slone
Clerk of Court

xc: Fairfield County Commissioners
Fairfield County Engineer
Sheriff Alex Lape (FCSO)
Deputy Robert Mead (FCSO)
Fairfield County Dog Shelter

enclosures
/tlh
02/14/2023



Department of Taxation

Office of the Tax Commissioner
4485 Northland Ridge Blvd. • Columbus, OH 43229

JOURNAL ENTRY

Date: **JAN 24 2023**

Entry Number: 23-01-0025

As required by Ohio Administrative Code section 5703-25-07, this entry sets forth the status of reappraisals in the various counties and the tax year in which the next reappraisal and the next triennial update of real property values shall be completed. This entry is not an order to an auditor to commence reappraisal. A specific order has been or will be issued to each county auditor under the provisions of Revised Code section 5715.34 at the appropriate time.

Column 1. Completed the last general reappraisal for real property tax purposes.

Column 2. Is to complete the next general reappraisal.

Column 3. Completed the last triennial update of real property tax values.

Column 4. Is to complete the next triennial update of real property tax values.

COUNTY	REAPPRAISAL		TRIENNIAL UPDATE	
	(1) LAST	(2) NEXT	(3) LAST	(4) NEXT
ADAMS	2022	2028	2019	2025
ALLEN	2021	2027	2018	2024
ASHLAND	2020	2026	2017	2023
ASHTABULA	2020	2026	2017	2023
ATHENS	2020	2026	2017	2023
AUGLAIZE	2017	2023	2020	2026
BELMONT	2018	2024	2021	2027
BROWN	2018	2024	2021	2027
BUTLER	2020	2026	2017	2023
CARROLL	2019	2025	2022	2028
CHAMPAIGN	2019	2025	2022	2028
CLARK	2019	2025	2022	2028
CLERMONT	2020	2026	2017	2023
CLINTON	2017	2023	2020	2026
COLUMBIANA	2022	2028	2019	2025
COSHOCTON	2021	2027	2018	2024
CRAWFORD	2018	2024	2021	2027
CUYAHOGA	2018	2024	2021	2027
DARKE	2017	2023	2020	2026

COUNTY	REAPPRAISAL		TRIENNIAL UPDATE	
	(1) LAST	(2) NEXT	(3) LAST	(4) NEXT
DEFIANCE	2017	2023	2020	2026
DELAWARE	2017	2023	2020	2026
ERIE	2018	2024	2021	2027
FAIRFIELD	2019	2025	2016	2022
FAYETTE	2018	2024	2021	2027
FRANKLIN	2017	2023	2020	2026
FULTON	2020	2026	2017	2023
GALLIA	2017	2023	2020	2026
GEAUGA	2017	2023	2020	2026
GREENE	2020	2026	2017	2023
GUERNSEY	2021	2027	2018	2024
HAMILTON	2017	2023	2020	2026
HANCOCK	2016	2022	2019	2025
HARDIN	2017	2023	2020	2026
HARRISON	2017	2023	2020	2026
HENRY	2017	2023	2020	2026
HIGHLAND	2018	2024	2021	2027
HOCKING	2016	2022	2019	2025
HOLMES	2016	2022	2019	2025
HURON	2018	2024	2021	2027
JACKSON	2017	2023	2020	2026
JEFFERSON	2018	2024	2021	2027
KNOX	2020	2026	2017	2023
LAKE	2018	2024	2021	2027
LAWRENCE	2016	2022	2019	2025
LICKING	2017	2023	2020	2026
LOGAN	2019	2025	2016	2022
LORAIN	2018	2024	2021	2027
LUCAS	2018	2024	2021	2027
MADISON	2020	2026	2017	2023
MAHONING	2017	2023	2020	2026
MARION	2019	2025	2016	2022
MEDINA	2019	2025	2016	2022
MEIGS	2016	2022	2019	2025
MERCER	2017	2023	2020	2026
MIAMI	2019	2025	2016	2022
MONROE	2016	2022	2019	2025
MONTGOMERY	2020	2026	2017	2023
MORGAN	2018	2024	2021	2027
MORROW	2017	2023	2020	2026
MUSKINGUM	2018	2024	2021	2027
NOBLE	2020	2026	2017	2023
OTTAWA	2018	2024	2021	2027
PAULDING	2016	2022	2019	2025
PERRY	2017	2023	2020	2026
PICKAWAY	2017	2023	2020	2026

COUNTY	REAPPRAISAL		TRIENNIAL UPDATE	
	(1) LAST	(2) NEXT	(3) LAST	(4) NEXT
PIKE	2017	2023	2020	2026
PORTAGE	2018	2024	2021	2027
PREBLE	2017	2023	2020	2026
PUTNAM	2017	2023	2020	2026
RICHLAND	2017	2023	2020	2026
ROSS	2019	2025	2022	2028
SANDUSKY	2021	2027	2018	2024
SCIOTO	2022	2028	2019	2025
SENECA	2017	2023	2020	2026
SHELBY	2017	2023	2020	2026
STARK	2018	2024	2021	2027
SUMMIT	2020	2026	2017	2023
TRUMBULL	2017	2023	2020	2026
TUSCARAWAS	2022	2028	2019	2025
UNION	2019	2025	2022	2028
VAN WERT	2017	2023	2020	2026
VINTON	2021	2027	2018	2024
WARREN	2018	2024	2021	2027
WASHINGTON	2022	2028	2019	2025
WAYNE	2020	2026	2017	2023
WILLIAMS	2018	2024	2021	2027
WOOD	2017	2023	2020	2026
WYANDOT	2019	2025	2022	2028

It is ordered that a copy of this entry be certified to each County Auditor, County Treasurer, County Prosecuting Attorneys and County Commissioners.

I CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE
ENTRY RECORDED IN THE TAX COMMISSIONER'S JOURNAL



SARAH O'LEARY
TAX COMMISSIONER

/s/ Sarah O'Leary

Sarah O'Leary
Tax Commissioner

SW/cmp



February 3, 2023

Dear Community Leader,

I am writing on behalf of Meals on Wheels Fairfield County and the 2,542 seniors we serve throughout Fairfield County to invite you to participate in our March for Meals celebration honoring the **Older Americans Act Nutrition Program**, the federal legislation that helps to fund community-based programs like Meals on Wheels. Throughout the month of March 2023, Meals on Wheels Fairfield County will join the national Meals on Wheels network to rally support for this vital public-private partnership that provides millions of seniors with essential services that help them remain healthier and independent at home.

As an influential member of our community, you are in an important position to help raise awareness for the growing number of older Americans facing hunger and isolation, both serious problems that have been exacerbated by the COVID-19 pandemic and historic food, fuel and labor costs.

We would be honored if you could participate in this year's Community Champion's Week scheduled for March 20-24, 2023. By volunteering your time to support our work you will be educating yourself and others about the important and necessary work we do to ensure health, connection, and independent living for older adults living in Fairfield County. Please join us by helping with meal deliveries; packing meals, preparing food, visiting with senior clients in our dining room; or attending our Board meeting on March 23. Most activity takes place between the hours of 9:30am-noon.

The annual March for Meals celebration commemorates the historic day in March of 1972 when President Nixon signed into law a measure that amended the Older Americans Act of 1965 to include a national nutrition program for seniors 60 years and older. This year, Meals on Wheels programs from across the country are joining forces to raise awareness and support to ensure they can continue to address food insecurity and malnutrition, combat social isolation, enable independence and improve health for years to come. For more information, please visit www.marchformeals.com.

If you are interested in joining us for Community Champion's Week during March for Meals and witnessing the daily impact of this federally supported program on your senior constituents, please contact us at your earliest convenience. I would be delighted to answer any questions that you may have and can be reached at 740-681-5050 x116 or atobin@mowfc.org. Thank you for your consideration of our request. I hope to see you soon!

Sincerely,

Anna Tobin
Executive Director
Meals on Wheels Fairfield County

Meals on Wheels Fairfield County
1515 Cedar Hill Road
Lancaster, Ohio 43130
740-681-5050
www.mowfc.org



February 7, 2023

Dear Commissioners Davis, Levacy, Fix:

BOARD OF TRUSTEES

Chair

ARIANA ULLOA-OLAVARRIETA
City of Columbus
Economic Development Division

Vice Chair

AMY MCCORMICK
The Kroger Co.

Secretary/Treasurer

BRENT BAHNUB
Apogee Process Improvement

Immediate Past Chair

AMY GILMORE
IGS Energy

REV. VIRGINIA LOHMANN BAUMAN
St. John's United Church of Christ

CAROL BRADFORD, MD, FACS
The Ohio State University

PRIYAM KHAN
Guidehouse

DONALD DENNIS
Huntington National Bank

DEVIN FUHRMAN
Nationwide Insurance

BRENDAN HEALY
VIUM Capital

ROD HOUBE
Education Networks of America

ERIC JOYNER
Cardinal Health

TAMMY MCCONNAUGHEY
Bread Financial

TAUANA MCDONALD
Mt. Carmel Hospital – Grove City

BRAD MCLEAN
InnoSource

LACEY PICAZO
ZoCo Design

DAMON PORTER
Grange Insurance

ASLYNE RODRIGUEZ
Central Ohio Transit Authority

RICH ROSEN
Indigo Strategies

SALMA TIBA
OSU Fisher Fellow

JIM WEEAST
OhioHealth

STAFF
MATT HABASH
President & CEO

As we move further into the New Year, there remains one constant: Everybody needs to eat. The mission of Mid-Ohio Food Collective (MOFC) is to end hunger one nourishing meal at a time while co-creating communities where everyone thrives. As a leading hunger relief organization in Ohio providing services to 20 counties, including Fairfield County, we know that food insecurity does not occur in isolation and that we must work collectively to address all causes of poverty through innovative solutions.

In 2022, 17,822 of your neighbors in Fairfield County turned to MOFC's partner network for emergency food assistance. You will find this and other information about our work in our annual Collective County Service Report (CCSR) for Fairfield County. This report provides an overview of emergency feeding services in your county, provided in partnership with local organizations like food pantries, soup kitchens, senior food programs, and more from across Fairfield County. These reports provide an ongoing view of need and response locally; if you have questions on the format or information in the report, please reach out to us to discuss.

While the impact of COVID from a public health standpoint may have subsided, the economic fallout continues to place a burden on our customers and our organization. Like many, Mid-Ohio Food Collective has felt the strain of inflation and supply chain issues. Across our service area, we provide more than 170,000 meals a day, which reflects over 625,000 individuals and families that came through our network in 2022, a 20.5 percent increase from 2021. Perhaps most startling is that nearly 198,000 of those customers were visiting us for the first time, a jump of 45 percent in new customers.

Mid-Ohio Food Collective is committed to fighting poverty and hunger on all fronts, tying hunger relief to health care, housing and other social determinants of health and wellbeing. Through our partnerships and commitment to data-driven decision making, MOFC continues to focus on efficiently serving our neighbors to address their individualized needs and reducing barriers to empowerment and stability.

We wanted to also address with you a major issue impacting your residents: the looming end of SNAP Emergency Allotments (EAs) effective March 1st. We are bracing for the end to these benefits to further swell the number of people we serve. The end of these EA's will be an estimated loss of \$1,245,799 in food purchasing power every month for low-income Fairfield County residents. Seniors on fixed incomes, working families, and children will be hardest hit with this change, reducing their ability to keep food on their tables.

Community leaders play an important role in improving access to food and collectively helping us better serve everyone in your communities. We appreciate your time and interest and, if you have any additional questions, please contact our Government Relations team as copied on this email. Thank you for your consideration and for your work on behalf of those we serve. We look forward to working with you and all Fairfield County leaders in the year ahead on behalf of those we all serve.

Sincerely,

Matt Habash, President and CEO

Mike Hochron, Senior Vice President Communications

Tim White, Director of Government Relations and Advocacy

Hallie Carrino-Lee, Grassroots Government Relations Specialist

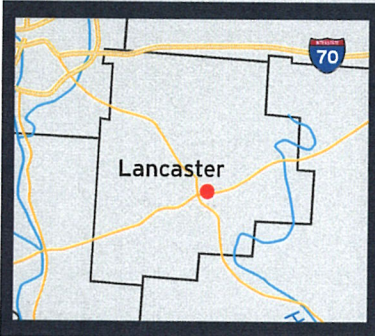


mid-ohio food
collective

foodbank | farm | pharmacy | kitchen | market

025

Fairfield County, Ohio. Population: 161,064





We're your Mid-Ohio Food Collective.


Yes, we're a food bank. We collect and distribute an impressive amount of food. But that's not all. We're a hub for caring people who want to give back with their time, talent and treasure. We're a welcome place to imagine and to test out fresh new ideas to tackle tough social issues. We're a collection of passionate people who want to do all we can for poverty and health as a whole. So, when life happens, we're here for our neighbors who need us.


Our mission is to *end hunger one nourishing meal at a time while co-creating communities where everyone thrives.*
Our vision is *hunger-free and healthier communities.*

IN 2022, OUR FAIRFIELD COUNTY PARTNERS RECEIVED

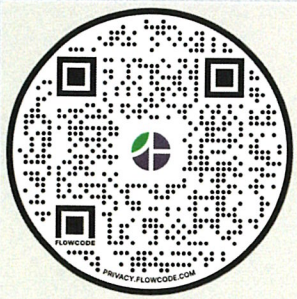
 2,875,819
pounds of product

 1,220,440 (42.4%)
pounds of fresh food

 Comparable to 6,565
meals each day

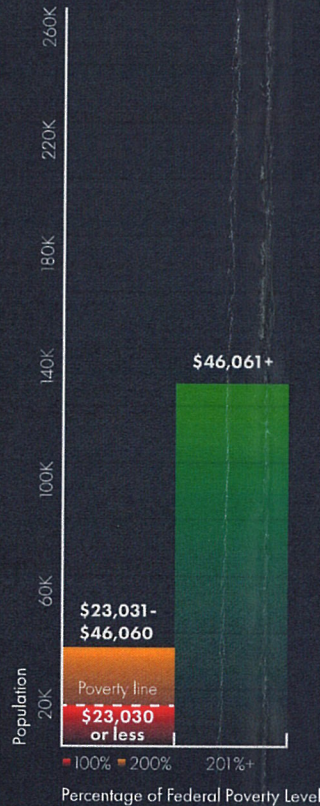
 On average a household
visited 6.14 times this year

Find our Partners by Zip Code



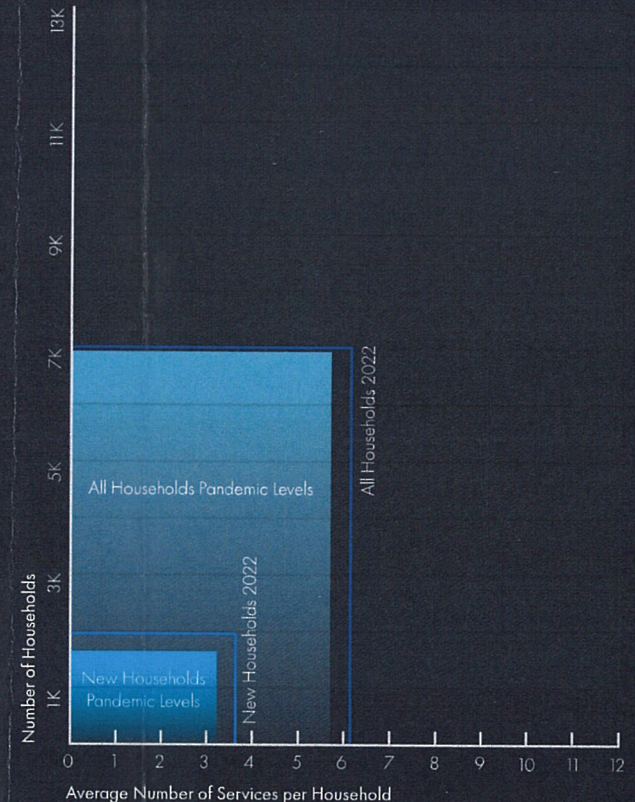
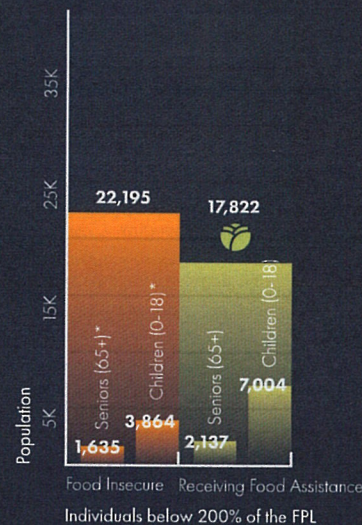
43130 Lancaster
43147 Pickerington
43105 Baltimore
43112 Carroll
43102 Amanda
43046 Millersport
43107 Bremen
43154 Stoutsville
43115 Sugar Grove
43150 Rushville
43148 Pleasantville
43157 Thurston
43136 Lithopolis

02/14/2023



2022 FPL income based on average household size of three, eligible to receive hunger-relief services.

* Seniors and Children data are only listed for individuals under the poverty level.



To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: February 10, 2023
Subjects: *GIS Collaborates for Public Safety; Legal Level of Control for Efficiency; Board of Revision Online Case Files; and a Fact Sheet for the City of Lancaster's Road Improvements Levy*

Geographical Information Systems Collaborates for Public Safety

The County Auditor's Geographical Information System team is crucial to the upgrade of the public safety, sometimes referred to as E911, project. While the former system used GIS as supporting information, the new system is built with GIS at its core.

The GIS team has been working closely with the Sheriff's Office and Lancaster Police Department to coordinate data updates for addresses, roads, businesses, and response areas. These collaborative efforts are very important for public safety as Fairfield County continues to grow.

Legal Level of Control for Budgeting Results in Efficiency & Flexibility

The legal level of control for budgeting is the level at which spending in excess of budgeted amounts would be a violation of law. This is the level at which the legislative body appropriates. In Fairfield County, this level is known as a major object category of expenditures. Common examples of major categories are salaries, benefits, supplies, contractual services, and equipment. Within these examples are multiple objects (sometimes called accounts or line items) – these are "non-major" categories.

The Commissioners approve transfers of appropriations from a major category to another major category, as that is the legal level of control. The County Auditor approves non-major changes, which are at the object or account level. In 2022, this approach for the legal level of control for budgeting resulted in 819 non-major changes of appropriations processed by the County Auditor. This avoided an estimated 387 resolutions, allowing for greater speed, efficiency, and flexibility at departmental levels.

Board of Revision Online Case Files

Board of Revision Online Case Files provide information about real property valuation complaints. We created new access to address an anticipated increase in public records requests due to legislative changes. A collection of public records, including complaints, counter complaints, and exhibits, has been online since December last year. With online access, all requests have been answered on the same day.

Data are updated every day. The deadline to file a complaint is March 31.

Fact Sheet: The City of Lancaster's Road Improvements Levy Proposal

Please see the attached fact sheet.

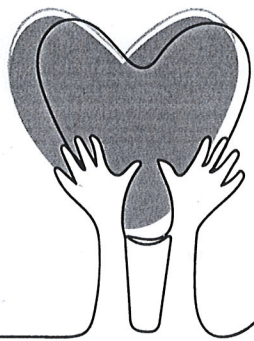


A Fact Sheet: The City of Lancaster's Ballot Issue for Road Improvements

- **The City of Lancaster is placing a 3.0 mill *replacement* levy on the ballot May 02, 2023.** This *replacement* levy is for **road improvements** and is for a period of 10 years. Collections for the *replacement* levy, if passed, will begin in 2024.
- The City has a *current* road improvement levy, collected at approximately 1.95 mills. The *current* road improvement levy was originally **passed at 3.0 mills**. It will expire December 31, 2023.
- With the *current* levy, reduction factors are applied to the millage. In other words, a difference exists between this levy's rate as authorized by the voters and the actual mills charged. This "*effective millage rate*" reflects how original voted mills were decreased to account for increasing prices in the real estate market.
- **For a property owner with a home valued at \$100,000, the annual tax for the *replacement* levy would be \$105.** Similarly, a property owner with a home valued at \$300,000 would pay \$315 annually.
- With the *current* road improvement levy, a property owner with a home valued at \$100,000 pays \$59.77 annually. A property owner with a home valued at \$300,000 pays \$179.31 annually.
- **If voters pass the proposed *replacement* levy, an estimated \$3,135,000 will be collected annually.** The *current* levy provides an estimated \$2,330,000 annually. Each of these estimates is based on current assessed valuations of real estate.

Do you have questions about the City of Lancaster's plans for levy proceeds?

***Please call Curtis Shonk, Lancaster City Engineer, at (740) 687-6614, or
Tim Deitz, Superintendent of the Lancaster City Department of Transportation,
at (740) 687-6694.***



Spread Love

celebrate kindness

Thank You



401 N. Ewing St.
Lancaster, Ohio 43130

www.fmchealth.org/foundation/

fmcfoundation@fmchealth.org

740-687-8107



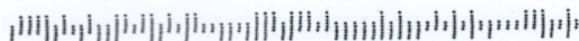
US POSTAGE



ZIP 43130 \$ 000.60⁰
02 4W
0000370947 FEB 10 2023

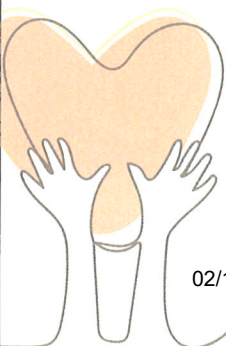


Dave Levacy
210 E. Main St.
Lancaster, OH 43130



The FMC Foundation would like to thank you for spreading love to our organization and others like us. Together, we can make an impact for our patients and in our region.

Spread love and make someone's day special.



Beeth Craft

Tracey Kelly

Laurie Ray

Annie Cohen

Cassidy

02/14/2023

029



February 10, 2023

Mark Kersey
14643 Via Bettona
San Diego, CA 92127

Dear Mark Kersey:

SUBJECT: John Leist House, 10200 Cincinnati Zanesville Rd. S.W., Amanda, Fairfield County, Ohio

We are pleased to inform you that the property you own, listed above, is being considered by the Ohio Historic Site Preservation Advisory Board for nomination to the National Register of Historic Places, the Federal government's official list of historic properties worthy of preservation. Listing in the National Register provides recognition for and assists in preserving our nation's heritage.

National Register listing provides recognition of the property's historic importance and assures protective review of Federal projects that might adversely affect the historic character of the property. If the property is listed in the National Register, certain Federal investment tax credits for rehabilitation and other provisions may apply.

Listing in the National Register does not mean that limitations will be placed on the property by the Federal government. Public visitation rights are not required of owners

The Advisory Board will meet on **March 17, 2022** at the Ohio History Connection, Cardinal Classroom, located at 800 E. 17th Ave., in Columbus. The meeting will begin at 10:00 a.m. A virtual attendance option is available to all National Register nomination authors, property owners, elected officials and other interested parties. Visit www.ohiohistory.org/ohspab to register. If you plan to attend in person, please rsvp your attendance to Tina Harrah at 614.298.2000 or tharrah@ohiohistory.org by March 10, 2023.

We welcome any comments regarding the nomination of this property. Owners of a private property objecting to the listing of their property in the National Register of Historic Places must submit a notarized letter of objection to the State Historic Preservation Office by the date of the Board meeting stated above. If an individual owner of a private property objects, the nominated property will not be listed in the National Register of Historic Places. In nominations with multiple ownership of a single private property or for private properties included within a historic district nomination, the nomination will not be listed if a majority of private property owners object to listing the nomination. Nominations not listed in the National Register due to owner objection will receive a Determination of Eligibility by the National Park Service.

Mark Kersey
February 10, 2023
Page 2

Attached you will find a fact sheet that explains, in greater detail, the results of listing in the National Register, and information which describes the rights and procedures by which an owner may comment on, or object to, listing in the National Register.

An agenda will be posted on our web site three weeks prior to the meeting. You can view it at <http://www.ohiohistory.org/OHSPABmeetings> or contact us for a hard copy.

Although a staff member will present your nomination, you are encouraged to attend the meeting. The board typically has questions about nominated properties. Your presence and ability to answer questions can make a significant difference at the board meeting.

Please contact me at 614-298-2000 or at amarshall@ohiohistory.org if you have any questions about this nomination prior to the Advisory Board meeting. Please note that local and state officials in your area are also being notified of the nomination for any comments they wish to express.

Sincerely,



Abby Marshall
Survey & National Register Manager
Inventory and Registration

AM:tch

Enclosure(s)

Copy: Fairfield County Commissioners
Amanda Township Trustees
Senator Tim Schaffer, District #20
Representative Kevin D. Miller, District #69
Fairfield County Regional Planning Commission
Erica Schneider, Ohio Department of Transportation

About the National Register of Historic Places

Online at ohiohistory.org/nationalregister

The National Register of Historic Places is the official list of properties recognized by the federal government as worthy of preservation for their local, state, or national significance in American history, architecture, archaeology, engineering or culture. Although the National Register is a program of the National Park Service, it is administered at the state level by each respective state.

What Makes a Property Eligible for the National Register?

Historic properties include more than just buildings. There are five categories for historic properties that are listed in the National Register: buildings, structures, sites, objects and districts.

There are three evaluation standards that historic properties must meet in order to be listed in the National Register.

The property should be at least 50 years old, retain its basic historic integrity and meet one of the four established National Register criteria.

A quick definition of the four National



WILLIAM DENTZEL CAROUSEL, LISTED IN THE NATIONAL REGISTER IN 1990.

Register criteria is that the property must have significance for its association with broad patterns of history, have association with the lives of persons significant in our past, have architectural merit or have the potential to yield informa-

tion important in history or prehistory (archaeology).

What National Register Listing Does

The listing of a building, structure, site, object or district in the National Register of Historic Places accords it a certain prestige, which can raise the property owner's and community's awareness and pride.

Income-producing (depreciable) properties which are listed in the National Register individually or as part of a historic district may be aided by federal tax incentives which allow for a 20 percent investment tax credit for certified rehabilitation. National Register listing is often a prerequisite for funding applications for restoration work through various private, non-profit organizations, such as the National Trust for Historic Preservation.

What National Register Listing Does Not Do

National Register listing does not prevent



CLEVELAND CENTRE HISTORIC DISTRICT, CLEVELAND, LISTED IN THE NATIONAL REGISTER IN 2014

the owner of the listed property from remodeling, repairing, altering, selling or even demolishing it with other than federal funds. While property owners are not bound by any restrictions, the Ohio Historic Preservation Office strongly encourages owners of historic properties to consider all options before completing work that could damage the structure or impair its historic integrity. The Ohio Historic Preservation Office, upon request, provides information on how to sensitively rehabilitate and repair historic properties.

National Register listing does not obligate an owner to make any repairs or improvements to the property.

How Properties Are Chosen for National Register Listing

In Ohio, anyone may fill out the forms to nominate a property to the National Register. Once a nomination is complete, the property owner(s), appropriate local officials and other interested parties are given an opportunity to comment on the proposed listing. In the case of a historic district where more than 50 property owners are involved, a public notice in the local newspaper and a public hearing help ensure that every owner has the chance to respond. If a majority of owners for an individual property or within a historic district object, the nomination will not be listed, but will be evaluated for National Register eligibility.

Following the notification period, the nomination is scheduled for review by the Ohio Historic Site Preservation Advisory Board. The board is a 17-member panel appointed by the governor to advise the State Historic Preservation Officer. The board reviews the nomination to determine whether it meets the criteria for listing in the National Register. If the board decides that the property is eligible for listing, the nomination is given the board's approval. The nomination is reviewed a final time and signed by the State Historic Preservation Officer. The final step in the process is review by the National Park Service. If the National Register of Historic Places staff approves the nomination, the property is officially placed in the National



ELSON-MAGNOLIA FLOUR MILL, STARK COUNTY, OHIO. LISTED JULY 14, 2000.

Register by the Keeper of the National Register of Historic Places.

Related Programs

Properties listed in the National Register, as well as those determined eligible for listing, are given special consideration in the planning of federally funded or licensed projects. Section 106 of the National Historic Preservation Act of 1966—the same act that established the National Register program—requires that all federally funded or licensed projects be reviewed before work commences to determine whether they will affect historic properties. Section 106 review is a routine part of the planning process for all federally assisted projects. It occurs

regardless of whether a property is in the National Register or not. Reviewers use the National Register standards and criteria to evaluate properties that may be affected by the federal project. The review does not guarantee that the property will not be affected or even demolished, but it does ensure that there will be an opportunity to consider the effects of the project before it occurs.

Publication of this fact sheet has been made possible in part by a grant from the U.S. Department of the Interior's National Park Service, administered by the Ohio History Connections, State Historic Preservation Office.

U.S. Department of the Interior regulations prohibit unlawful discrimination in departmental federally assisted programs on the basis of race, color, national origin, age or disability. Any person who believes he or she has been discriminated against in any program, activity or facility operated by a recipient of federal assistance should write: Director, Equal Opportunity, U.S. Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, D.C. 20204.



State Historic Preservation Office
800 E. 17th Ave., Columbus, OH 43211-2474
p. 614.298.2000 f. 614.298.2037
ohiohistory.org/shpo

Monday-Friday 9 a.m. – 5 p.m.
(Individual staff hours may vary)
To better serve you we recommend that you
call ahead for an appointment

5/10/2018




MEALS on WHEELS

FAIRFIELD COUNTY

TOGETHER, WE CAN DELIVER.

Making a Difference



Mission: To enable independent living and improve the quality of life of older adults in Fairfield County

Vision: to provide nutritional services, encourage social interaction, reduce isolation, and to act as a catalyst to develop, expand, and sustain a county-wide system of services, and to facilitate access to those services.

We Make A Difference in Lives

2,542 older adults received 300,859
units of service in 2022

61% were over the age of 75

25% low income

45% live alone

66% female

49 Caregivers

217 Veterans

MEALS on **WHEELS**
FAIRFIELD COUNTY

02/14/2023



036

We Make A Difference in the Community

Budget: \$3,739,367

2,542 served

\$1,471 per person

That's less than 1 day in the hospital or 7 days in a long-term care facility

Community Based Services like Meals on Wheels helps reduce the strain on the already stressed healthcare budgets.

Keep seniors living at home as consumers, tax payers, and members of the community.



Services that Make a Difference



283,655 meals
3,169 supplemental food boxes
205 cases liquid supplements



1,593 hours of case management
77 hours of Tele-friend service
22,431 incoming phone calls for referral and assistance



551 Personal Emergency Response Systems
29 home repairs
3,334 pieces of adaptive medical equipment were distributed



1,418 hours of respite services
2,625 hours of in-home healthcare services
2,008 transportation trips

77 older adults received assistance with shopping, chores, or pet assistance
28 older adults were provided with Representative Payee Services
220 older adults participated in agency sponsored activities

Making A Difference for Clients

82% of clients say Meals on Wheels services help them feel more secure

81% of clients say Meals on Wheels services helps improve their health

93% of clients say Meals on Wheels customer services is great!

87% of clients say Meals on Wheels services makes it possible for them to continue to live in their own home



Partnerships Make a Difference



Partnership and collaboration makes a difference in our ability to serve.

MEALS on WHEELS

FAIRFIELD COUNTY

Community Outreach Grants help to further our reach by providing support to organizations that directly serve older adults and help to improve the quality of their lives.

Outreach Grants Provide Support for:

Transportation services

Tax preparations for older adults

Guardianship programs to advocate for older adults needs

Information and Referral for older adults

Adult Day Care needs

Senior center operations

Senior club meetings and activities

Emergency food and hygiene products



MEALS on WHEELS

FAIRFIELD COUNTY



Community partners help to increase effectiveness to provide services through contract arrangements.

Personal Care/Homemaking

Respite Care

Transportation

Home repair

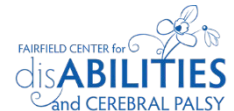
Mental Health Services

Contract Meal Service

Grocery service

Community Medicine Program

Emergency Response Systems



MEALS on WHEELS

FAIRFIELD COUNTY

OHIO
UNIVERSITY



Community partners help to increase our effectiveness to provide programs, services, and education through in-kind assistance.

Pet program donations

Special programs

Education

Hands on Assistance

Delivery Teams

Meal site locations

Internships

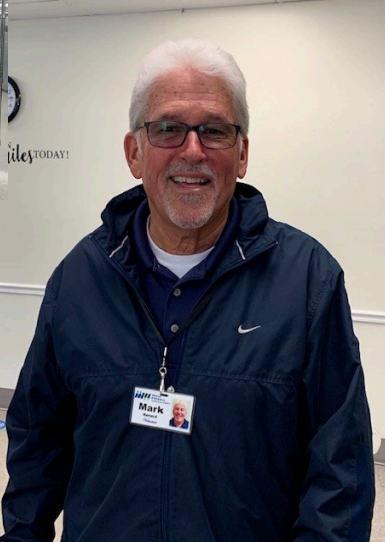


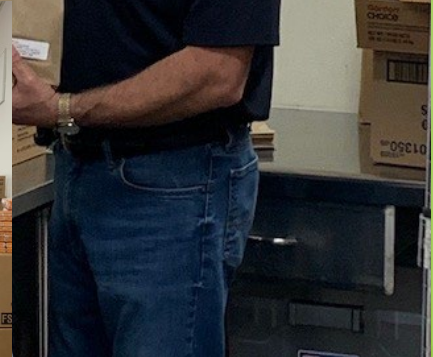
Community coalition work provides a platform for advocacy and an opportunity for networking.

- Housing
- Transportation
- I-Team/Elder Abuse
- Emergency Preparedness
- Hunger. Hope. Health. H3
- Older Adult Network
- Pickerington Area Resource Coalition
- Suicide Prevention
- Healthy Eating Active Living
- Central Ohio Area Agency on Aging Advocacy Council
- Ohio Association of Senior Centers



People make a Difference





MEALS on WHEELS

FAIRFIELD COUNTY

179 Volunteers donating 5,740 hours
equating to \$171,942 in in-kind services

2022 BOARD OF TRUSTEES

President - Scott Mueller - *President, Owner Fairfield Heating & Cooling*

Vice President - Dale Dixon - *Principal, Wichert Insurance*

Secretary—Helen Harding - *Retired Healthcare Administrator*

Treasurer—Jeff Wagner - *Estimator Kumler Collision*

Past President. - Corey Clark - *Director at Job & Family Services*

Margie Donnell - *Operations Manager-Lanc-Fairfield Chamber of Commerce*

Ben Hill- *CPA- McLain, Hill, Rugg & Associates*

Christa Moody - *Retired Event Coordinator/Bookkeeper*

Donna Fox-Moore - *Retired Social Services Director*

Doug Smith - *Principal, IMEG Corporation*

Howard Sniderman - *Retired; Healthcare Administrator*

Jennifer Sitterley — *Attorney, Sitterley Law Offices*

Vicki Tauer - *Retired Healthcare Manager*

Lara Wright - *LSW, Case manager, Fairfield Medical Center*



Thank you!

Donors and Financial Support makes a Difference

Lots of great supporters!

Donations

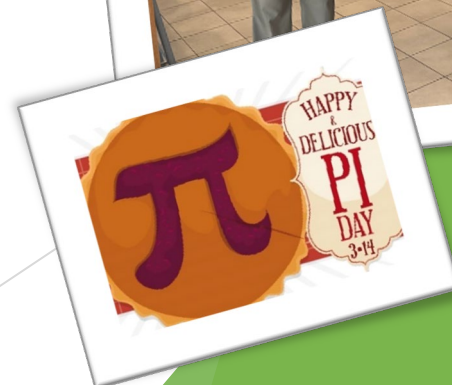
Grants

Fundraising

Fairfield County Foundation

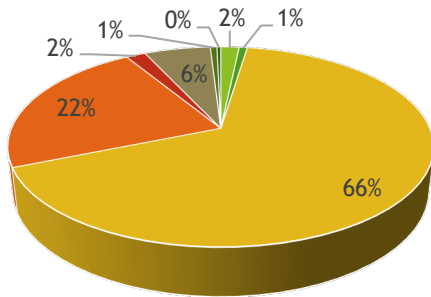
Central Ohio Area Agency on Aging

County CARES funding



Agency Financials

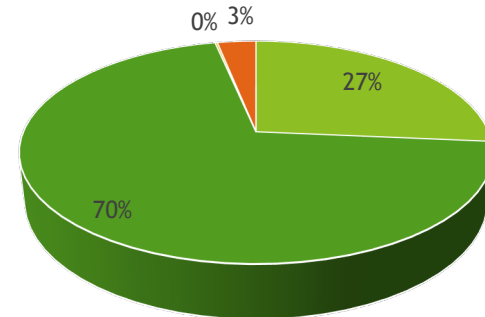
Operating Income



- Public support ■ Fundraising ■ Levy
- Contract Revenue ■ Grants ■ Program Revenue
- Miscellaneous ■ Interest

OPERATING INCOME	
Public support	66,266
Fundraising	29,345
Levy	2,653,674
Contract Revenue	897,991
Grants	70,500
Program Revenue	239,157
Miscellaneous	24,282
Interest	14,015
Total Income	\$3,995,230

Operating Expenses



- Aging Services ■ Nutrition Services ■ Fundraising ■ Managerial

OPERATING EXPENSES	
Aging Services	987,047
Nutrition Services	2,627,705
Fundraising	7,041
Managerial	117,574
Total Expenses	\$3,739,367

What Seniors Want

Targeted in our 2020-2024 Strategic Plan requiring investment:

Transportation: seniors want access to safe, affordable, door to door transportation.

- new expanded contract with Center for disAbilities to provide non-emergency medical transportation, door to door service for older adults
- increased funding for Lancaster Public Transit and Canal Winchester Human Services to provide additional transportation services for seniors,
- MOW has its own transportation service for non-emergency medical appointments. The limitation on this program is available workforce. Therefore, we chose to invest in community partnerships that have existing transportation services for seniors.

Educational Programs: seniors want education about topics of importance to them:

- Seniors want information on budget and planning for the future; we have provided classes this year on budgeting, Medicare 101, and Long term support services.
- Health and wellness classes; Healthy Living and Matter of Balance Trainers
- Elder Abuse and Scams; We collaborate with others to provide education on scams and elder abuse

What Seniors Want

Housing stability; seniors want safe, affordable housing options and the ability to maintain their own homes.

Care coordinators on staff with Meals on Wheels offer services to help seniors stay in their own homes and living independently; these services include:

- utility assistance, minor home repairs,
- representative payee services,
- supplemental food box programs for seniors,
- information and referral to senior living facilities and living options,
- assistance with applications for the Home Energy Assistance Program,
- rent/mortgage assistance when available,
- referrals to other community programs and services for housing assistance,
- Meals on Wheels serves as a supportive services provider for senior living facilities

Housing/Homelessness: while there are no firm plans in place, our Board has begun investigating homelessness among older adults and how we can affect change. Meals on Wheels has supported homeless seniors by providing congregate meals, nutritional supplements, clothing, and referrals to community services when a homeless individual walks through our door.

What Seniors Want

In-Home Mental Health Services: the community input indicated the need for in-home mental health services:

Meals on Wheels became a 2022 member of the ADAMH network of care to provide in-home behavioral health counselling to older adults through a community partnership with Ageless Counseling.

Affordable Prescription Costs: Ohio Senior Health Insurance Information Program (OSHIIP); the agency supports two certified counselors who provide 1:1 senior insurance reviews, which save seniors money in prescription drugs and potential savings with advantage plan costs.

Chore Assistance: seniors want help with yardwork, washing walls, heavy duty cleaning, and other tasks to maintain their homes in a safe and healthy condition.

- In 2022, Meals on Wheels began a volunteer based chore assistance program.
- In 2021, Meals on Wheels began an in-house homemaker program to provide housekeeping services.
- MOW also contract with community partners to provide personal care and homemaking service to seniors to help them stay in their homes.



MEALS on WHEELS

FAIRFIELD COUNTY

TOGETHER, WE CAN DELIVER.

Meals on Wheels Older Adult Alternatives of Fairfield County

501C3 non-profit

www.mowfc.org

740-681-5050

atobin@mowfc.org

VOLUNTEER, DONATE, PRESENTATIONS,
JOIN US FOR LUNCH
QUESTIONS?



REGULAR MEETING #6 - 2023
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
FEBRUARY 14, 2023

AGENDA FOR TUESDAY, FEBRUARY 14, 2023

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for February 7, 2023
- Commissioners
- 2023-02.14.a A Resolution Amending Resolution 2022-11.29.a for the Approval of Establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates, and establishing a new time and location for the May 23, 2023 Meeting. [Commissioners]
- 2023-02.14.b 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. [Commissioners]
- 2023-02.14.c A resolution to approve a Memo Receipt & Expense for reimbursement for salt supplied to County Facilities from the County Engineer – Fairfield County Commissioners [Commissioners]
- 2023-02.14.d A resolution to appropriate from unappropriated into a major expenditure category for fund# 4523 Bond Retirement Liberty Center/Engineer & to approve a fund to fund transfer to the General Fund 1001 for allowable transfers of residual equity. [Commissioners]
- 2023-02.14.e A resolution to appropriate from unappropriated into a major expenditure category for fund# 4529 Bond Retirement Juvenile Detention Center & to approve a fund to fund transfer to the General Fund 1001 for allowable transfers of residual equity. [Commissioners]
- 2023-02.14.f A Resolution of Renewal to the Capitol City Chapter EAA 443, Experimental Aircraft Association lease agreement for the use of 3383 Old Columbus Road property at the Fairfield County Airport. [Commissioners]

Economic and Workforce Development

- 2023-02.14.g A resolution to authorize an agreement with Alleguard for Workforce Training Grant funds [Economic & Workforce Development]
- 2023-02.14.h A resolution authorizing the approval to extend the repayment date of advance of fund #2881 EV Charging Station fund [Economic & Workforce Development]

Fairfield County Engineer

- 2023-02.14.i A resolution to approve a memo expense for W. Buckeye Lake/Ballard Lane expenses – Fairfield County Commissioners [Engineer]

Fairfield County Job and Family Services

- 2023-02.14.j A resolution regarding a Purchase of Service Contract between 22MILES, Inc. and Job & Family Services [JFS]
- 2023-02.14.k A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Buckeye Ranch, Inc. [JFS]
- 2023-02.14.l A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Sojourners Care Network and Child Protective Services Department. [JFS]
- 2023-02.14.m A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Open Arms Adoptions and Child Protective Services Department. [JFS]
- 2023-02.14.n A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and National Youth Advocate Program. [JFS]
- 2023-02.14.o A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Protective Services Division and Just Like Us Enrichment Agency. [JFS]
- 2023-02.14.p A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Journey Home Foster Care. [JFS]

Fairfield County Juvenile/Probate Court

- 2023-02.14.q A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2317 Computer Fund [Juvenile/Probate Court]

Fairfield County Sheriff

- 2023-02.14.r A resolution to appropriate from unappropriated in a major expenditure object category Sheriff's Office Fund 2027 Weights (Rd&Brdg). [Sheriff]
- 2023-02.14.s A resolution authorizing an account to account transfer Fund 2593 Concealed Carry [Sheriff]

South Central Major Crimes Unit

2023-02.14.t A resolution to appropriate from unappropriated in a major expenditure object category South Central Major Crimes Unit 78785823 SF 8315 COAP/DOJ Grant [Sheriff - Major Crimes Unit]

Payment of Bills

2023-02.14.u 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 February 21, 2023, at 9:00 a.m.

Adjourn

Regular Meeting #5 - 2023
Fairfield County Commissioners' Office
February 7, 2023

Review Meeting

The Commissioners met at 7:00 p.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, James Bahnsen, Branden Meyer, Judge Terre Vandervoort, Steven Darnell, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Tony Vogel, Rick Szabrak, Elizabeth Moe, Josh Anders, Josh Berry, Lisa Thomas, Margaret Pimpo and David Pimpo.

Attending virtually: Audrey, Shelby Hunt, and Steve.

Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance and thanked Judge Vandervoort for attending to provide insight into the Multi-County Juvenile Detention Center (MCJDC) arrangement. He continued by providing a summary of the MCJDC negotiations that occurred three years prior between Licking, Hocking, Perry, and Fairfield Counties. He spoke about the debt payment on the building, prior negotiations and financing of the facility, and current negotiations. The Commissioner added that the Fairfield County Auditor's Office has been providing the financial administration of the facility and had been uncompensated for that service. He further added that the new negotiations would phase in an administration fee for the Auditor's Office. He thanked Fairfield County Auditor, Dr. Carri Brown, for starting the process that would allow for the administration fee, and thanked County Administrator, Aundrea Cordle for assisting the Commissioners.

Judge Terre Vandervoort stated that first and foremost, her court must consider public safety. She stated that we are fortunate to have MCJDC in our county and to have Commissioners' support of the facility. The Judge added that her court does not use the facility unless necessary, but that it is good to have when needed.

The Commissioners thanked Judge Vandervoort for attending and for her contributions to helping youth in Fairfield County.

Public Comments

Josh Berry of Pleasantville thanked the Commissioners for attending the special meeting in Pleasantville the prior week. He stated that he wanted to express his concerns with the Eastern Cottontail Solar project. He spoke about farmland preservation, including his and that of relatives, and spoke of loss of farmland in Central Ohio. He added that food security is a nationwide issue and that his concerns extend beyond the appearance of the solar farms.

Lisa Thomas of Pleasantville played a self-recorded message in which she spoke about buying a home in a beautiful and peaceful place and how the prospect of a solar farm was negatively impacting every aspect of her life.

Margaret Pimpo of Pleasantville stated she believes in landowners' rights but is concerned about issues surrounding solar farms and endangered species. She stated she understands the financial temptations of selling to big companies and spoke about microclimates, ambient heat from solar panels and why farmland is being targeted.

Commissioner Davis spoke about the purpose of public comments and added that they are designed as a time for the Commissioners to listen and are intended as a safe environment, without debate, for speakers.

Regular Meeting #5 - 2023
Fairfield County Commissioners' Office
February 7, 2023

Legal Update

Assistant Prosecuting Attorney, Steven Darnell, spoke about the Farmland Preservation cooperative agreement on the agenda that had been tabled one week earlier.

Commissioner Davis thanked Mr. Darnell for working on the agreement and asked for clarification on the changes being presented.

Mr. Darnell provided that the statement of concern had been removed by the Department of Agriculture and that no properties have been designated.

County Administration Update

Week in Review

ARP Update

County Administrator, Aundrea Cordle, stated that from the \$30,606,902 received as the first and second tranche of fiscal recovery funds, \$22.2M has been appropriated, \$11.3M expended, and \$4.3M encumbered or obligated.

Governor's Executive Budget

Ms. Cordle provided the following on the Governor's Executive Budget:

Governor Mike DeWine gave his annual "State of the State" address and announced many of his budget initiatives for the upcoming biennium. CCAO has shared the following categories that the Governor is supporting in the Executive Budget.

- Full Funding for Indigent Defense: The Office of the Public Defender will receive increased funding to fully reimburse counties for the estimated costs of indigent defense. In FY 2024, the budget adds \$22 million to the current appropriation for this purpose, and an additional \$5.8 million in FY 2025.
- Jail Construction and Renovation: The Department of Rehabilitation and Correction's new line item, 501505-Local Jail Grants, provides \$25 million in capital grants each fiscal year to local jails around the state for construction and renovation projects. These funds will supplement the \$50 million appropriation in the state capital budget.

Commissioner Davis spoke about the jail that had been constructed in 2017 and possible improvements.

- Local Government Fund: The proposal increases the Local Government Fund's share of state GRF taxes from 1.66% to 1.70%. This change will increase LGF distributions to local governments by approximately \$12 million more each year.
- Next Generation 9-1-1: The Department of Administrative Services has a new line item to support Next Generation 9-1-1 services, with an appropriation of \$28.18 million in FY 2024 and \$17.76 in FY 2025. This funding will support equipment upgrades. CCAO will work with the legislature to address funding for ongoing operating costs.
- MARCS: The Governor proposed budget allocates over \$28 million dollars in FY 2024 and over \$30 million dollars in FY 2025 to assist counties with MARCS user fees.

Regular Meeting #5 - 2023
Fairfield County Commissioners' Office
February 7, 2023

- Child Care: The Governor proposed an income eligibility increase from 142% of the federal poverty level to 160% for publicly funded childcare (PFCC). It is estimated this will give more than 15,000 additional children access to PFCC. A parent of two children will be eligible for PFCC while making up to \$17.72/hour, up from \$15.73/hour today.
- Children Services: The executive budget proposes an increase of \$25 million in fiscal year 2024 and \$35 million in fiscal year 2025 for the state child protection allocation, which directly funds placement costs and administration for children services at the county level.
- Creation of a New Department of Children and Youth: Existing programs from six different agencies will be reorganized under a new with a total budget of approximately \$2.3 billion, including childcare, family and children services, and early childhood education.

Commissioner Levacy spoke on the creation of the new department.

Ms. Cordle added that the Governor is pulling the departments together so that they do not duplicate efforts. She added that they are all different agencies now and that there are a number of questions that will have to play out.

- Senior Services: The Department of Aging will receive a one-time ARPA appropriation of \$40 million for the Healthy Aging grants to help seniors stay in their homes as long as possible. These funds will flow through the commissioners who may work with Area Agencies on Aging and other local partners. Based on the department's earlier budget requests, these funds will be focused on counties without a senior services levy.
- Broadband: In FY 2024, the Department of Development budget includes several broadband deployment appropriations: \$105 million in federal funds for the Broadband Equity, Access and Deployment Program, and a \$267 million appropriation from the ARPA Capital Projects fund. In FY 2025, \$30 million will be made available from the Broadband Digital Equity Act Program.
- Infrastructure and Workforce: The ODOD budget also includes funding for a new "All Ohio Future Fund" to support infrastructure and attract new businesses, enhance business growth and retention, and encourage workforce development.

Economic and Workforce Development Director, Rick Szabrak spoke about a meeting he attended with Senator Shafer and Commissioner Fix.

Commissioner Levacy stated he spoke with Governor DeWine regarding the Workforce Center.

Commissioner Fix added had a good conversation with Senator Shaffer and that he and Representative LaRe are both supportive of the Workforce Center. The Commissioner also spoke about the CCO and its efforts regarding indigent defense.

Regular Meeting #5 - 2023
Fairfield County Commissioners' Office
February 7, 2023

- H2Ohio: The Department of Natural Resources' H2Ohio line item will increase by \$10 million per year over the current level to continue improving and enhancing wetlands that significantly contribute to cleaning Ohio's waterways by restoring an additional 4,800 acres of wetlands each year. ODNR is also a partner agency in a new "H2Ohio Rivers Initiative" focusing on the restoration and improvement of all Ohio rivers and river areas across the state.
- Housing: The administration's proposal includes new tax credits for the development of low-income multifamily rental housing and for affordable single-family housing. Also, Ohioans planning to purchase a home will be able to make tax-deductible contributions to a home ownership savings account.

The review packet contains additional information on the Executive Budget and is contained in the minutes.

Commissioner Davis asked if anyone had questions, comments, or concerns regarding the State budget.

Highlights of Resolutions

Administrative Approvals and Resolutions

Ms. Cordle reported that the review packet contains a list of administrative approvals and that there are 14 resolutions for the voting meeting. She provided the following resolution of note:

- A resolution to approve signing an agreement relating to Meijer and the national opioid litigation.
- A resolution to approve a Space Use Agreement between Teenworks and the Fairfield County Commissioners.
- A resolution to approve Change Order No 2 to the Contract with Sauer for the Jail Water Project.
- A resolution to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio.

Recognition

- County Auditor, Dr. Carri Brown thanked the County Auditor's team for their tremendous show of teamwork in supporting Pickaway, Athens, Franklin, Delaware, Butler, and Logan Counties.

Calendar Review/Invitations Received

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

- BU Next, Project-Based learning Module Presentation at Berne Union Local Schools, February 9, 2023, 6:00 p.m., Berne Union High School, 506 N. Main St., Sugar Grove
- MCJDC Board of Trustees Meeting, February 10, 2023, 9:00 a.m., MCJDC, 923 Liberty Dr., Lancaster

Regular Meeting #5 - 2023
Fairfield County Commissioners' Office
February 7, 2023

- MCJDC Joint Board of Commissioners, February 10, 2023, 10:30 a.m., MCJDC, 923 Liberty Dr., Lancaster
- Transit Event to Support Public Transit, February 10, 2023, 11:00 a.m.-1:00 p.m., W. Wheeling, Behind the Government Services Building, Lancaster
- Emergency Services Facility Grand Opening, February 14, 2023, 11:00 a.m., 3365 Old Columbus Rd., Carroll

Commissioner Davis stated he is looking forward to the MCJDC Joint Board of Commissioners' Meeting and that he plans to attend the transit event immediately following the MCJDC meeting.

Ms. Cordle stated the Emergency Services Facility houses the Sheriff's SWAT Team.

Correspondence

Rochelle Menningen, reviewed the following correspondence:

- Press Release, Fairfield County Economic and Workforce Development, February 1, 2023, "Fairfield County and Ohio State Partnering to Update Active Transportation Plan"
- Journal Entry from the Ohio Department of Taxation, Dated January 24, 2023, Re: Order to Initiate Reappraisal for Tax Year 2025
- County Commissioners Association of Ohio Legislative Alert, Dated February 1, 2023, "Governor DeWine Releases FY 2024-2025 Executive Budget Proposal that Addresses Key CCAO Priorities."
- Letter of Credit, Peoples Bank, January 31, 2023, Re: Artex Oil Company
- Newsletter, E-Link Winter 2023, Fairfield County Job and Family Services, "Hello Winter"
- Memo from County Auditor, Dr. Carri Brown, February 3, 2023, Subjects: Order to Initiate Reappraisal, Homestead Program Eligibility Requests, and DACO Partnership

Jail Population

Ms. Cordle stated that the jail population for January 31, 2023, was 231 with 18 of those being contracted placements, and for February 7, 2023, was 237 with 19 of those being contracted placements.

Old Business

Commissioner Fix stated he attended the Walnut Township Special Meeting in Pleasantville and gave his appreciation to the Walnut Township Trustees for hosting the meeting. He added that he met with a developer that would like to build an entire development of rental homes in the northwest part of the county. The Commissioner also stated he had a productive conversation with Senator Shafer and that he met with employees of the Harcum House and is impressed with the work they do.

Regular Meeting #5 - 2023
Fairfield County Commissioners' Office
February 7, 2023

New Business

Commissioner Levacy stated he will be attending his first board meeting with the Governor's Executive Workforce Board and is looking forward to reporting back after the meeting.

Commissioner Fix stated he will be attending the OneOhio meeting, and spoke about an upcoming meeting with County Engineer, Jeremiah Upp. He also spoke about conversations taking place with MORPC and added that he is concerned that MORPC's focus is on Franklin County. The Commissioner stated he has been asked to meet with a Liberty township trustee regarding development and items that were discussed at the Housing Symposium.

Commissioner Davis stated the County is currently living in "good times" and that there are challenges and concerns the County is working on, but he considers the County to be very fortunate.

Dr. Carri Brown reported the Ohio Department of Taxation will provide the years for real property reappraisals for Ohio counties and that neighboring counties do not typically reappraise on the same year.

Regular (Voting) Meeting

The Commissioners met at 7:00 p.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, James Bahnsen, Branden Meyer, Judge Terre Vandervoort, Steven Darnell, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Tony Vogel, Rick Szabrak, Elizabeth Moe, Josh Anders, Josh Berry, Lisa Thomas, Margaret Pimpo and David Pimpo.

Attending virtually: Audrey, Shelby Hunt, and Steve.

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 31, 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 31, 2023, meeting.

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 Board of Commissioners

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

2023-02.07.a A resolution to approve signing an agreement relating to Meijer, Inc. as presented by legal counsel for national opioid litigation.

Roll call vote of the motion resulted as follows:

Regular Meeting #5 - 2023 – February 7, 2023

- 6 -

Regular Meeting #5 - 2023
Fairfield County Commissioners' Office
February 7, 2023

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

Approval of a Resolution from the Fairfield County Clerk of Courts – Title Division

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 Clerk of Courts – Title Division:

2023-02.07.b A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Title Division

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 and 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 and Workforce Development:

2023-02.07.c Approval for a Space Use Agreement between Fairfield County Commissioners and TeenWorks, LLC at the Fairfield County Workforce Center.

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:

2023-02.07.d A Resolution to Approve the Construction Drawings for the CLE-12 FAI-CR12-0.001 Clearcreek Road Bridge Replacement Project.

2023-02.07.e A Resolution to Approve Advertising for the CLE-12 FAI-CR12-0.001 Sixteenth Road Bridge Replacement Project.

2023-02.07.f A Resolution to Approve the Construction Drawings for the GRE-13 FAI-CR31-5.457 Coonpath Road Over a Tributary to Feters Run Bridge Replacement Project.

2023-02.07.g A Resolution to Approve Advertising for the GRE-13 FAI-CR31-5.457 Coonpath Road Over a Tributary to Feters Run Bridge Replacement Project.

2023-02.07.h A resolution of increase appropriations, appropriate from unappropriated, account to account and fund to fund transfer for MAD-13 bridge replacement project

2023-02.07.i A resolution of increasing appropriations, appropriate from unappropriated, account to account and fund to fund transfer for Intersection Improvements

**Regular Meeting #5 - 2023
Fairfield County Commissioners' Office
February 7, 2023**

2023-02.07.j A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Refugee Rd CR7-1.94

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:

2023-02.07.k A Resolution for Approval of Change Order No. 2 to the Contract between the Sauer Inc and the Fairfield County Commissioners

Director or EMA and Facilities, Jon Kochis, anticipates this will be the last change order on this project.

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:

2023-02.07.l A resolution to amend the certificate, update receipt line item & request for appropriations for Fund #7521 Family Adult Children First Council

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 Soil and Water Conservation District

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 Soil and Water Conservation District:

2023-02.07.m A resolution to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio

Commissioner Fix thanked the legal team, Jonathan Ferbrache with Soil and Water, and the Department of Agriculture for their flexibility.

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:

2023-02.07.n

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 Davis thanked all the elected officials and department heads for joining in the evening meeting discussion.

Commissioner Levacy stated he believes what makes the County exceptional is the collaboration and cooperation of those in the County.

With no further business, on the motion of Jeff Fix and a second of Dave Levacy, the Board of Commissioners voted to adjourn at 8:07 p.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, February 14, 2023.

Adjournment

Commissioner Davis thanked all the elected officials and department heads for joining in the evening meeting discussion.

Commissioner Levacy stated he believes what makes the County exceptional is the collaboration and cooperation of those in the County.

With no further business, on the motion of Jeff Fix and a second of Dave Levacy, the Board of Commissioners voted to adjourn at 8:07 p.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, February 14, 2023.

Motion by: Jeff Fix Seconded by: Dave Levacy
that the February 7, 2023, minutes were approved by the following vote:

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

*Approved on February 14, 2023

Steven Davis Commissioner	Dave LeVacy Commissioner	Jeff Fix Commissioner
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Rochelle Menningen, Clerk

2023-02-14.a
A Resolution Amending Resolution 2022-11.29.a for the Approval of Establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates, and establishing a new time and location for the May 23, 2023 Meeting.

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

WHEREAS, the Board of County Commissioners has also established by resolution 2022-11.29.a, Commissioner Meeting times and locations; and

WHEREAS, the Board of County Commissioners wishes to adjust the time and location for the Commissioners' May 23, 2023, meeting:

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

Section 1. That the Board approves establishing the time and location for the Review Session and Regular Meeting for May 23, 2023, to be held at 1:00 p.m., the Liberty Center, 951 Liberty Dr., Lancaster

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 3rd floor of the Administrative Courthouse located at 210 East Main Street.

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 3rd 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

A Resolution Amending Resolution 2022-11.29.a for the Approval of Establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates, and establishing a new time for the May 2, 2023 Meeting and a new time and location for the May 23, 2023 Meeting.

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

WHEREAS, the Board of County Commissioners has also established by resolution 2022-11.29.a, Commissioner Meeting times and locations; and

WHEREAS, the Board of County Commissioners wishes to adjust the time for the Commissioners' May 2, 2023, meeting:

WHEREAS, the Board of County Commissioners wishes to adjust the time and location for the Commissioners' May 23, 2023, meeting:

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

Section 1. That the Board approves establishing the time for the Review Session and Regular Meeting for May 2, 2023, to be held at 1:00 p.m.

Section 1. That the Board approves establishing the time and location for the Review Session and Regular Meeting for May 23, 2023, to be held at 1:00 p.m., the Liberty Center, 951 Liberty Dr., Lancaster

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 3rd floor of the Administrative Courthouse located at 210 East Main Street.

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 3rd floor of the Administrative Courthouse located at 210 East Main Street.

A Resolution Amending Resolution 2022-11.29.a for the Approval of Establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates, and establishing a new time for the May 2, 2023 Meeting and a new time and location for the May 23, 2023 Meeting.

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

Resolution No. 2023-02.14.a

A Resolution Amending Resolution 2022-11.29.a for the Approval of Establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates, and establishing a new time and location for the May 23, 2023 Meeting.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to 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.

WHEREAS, the WIC grant Fund #7012, the Bioterrorism grant Fund #7321, Fairfield County Parks Fund# 7308, & Port Authority Fund # 7865 are all entitled to collect interest on the balance of their fund; and

WHEREAS, the Treasurer’s Office has balanced interest on all funds for the month of January 2023.

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 receipts:

72730800 436100	Parks Interest Income	\$145.20
71701247 436100	WIC Interest Income	\$63.08
71732153 436100	Bioterrorism Interest Income	\$127.08
81786520 436100	Port Authority Interest Income	\$0.18

These amounts represent monies owed to the WIC grant, Bioterrorism grant funds, Fairfield County Parks fund, & Port Authority Fund for interest collected and deposited into the General Fund as denoted above.

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 WIC grant, Bioterrorism grant fund, Fairfield County Parks fund, & Port Authority Fund for interest.

Memo expenditure as referenced in supporting documentation:

Account: 12100110 590000 Other Expenses

Amount: \$335.54

cc: Jamie Ehorn, Ginger Caito, Angel Conrad

James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740)652-7140

February 7, 2023

Staci Knisley
Fairfield County Commissioners' Office
210 E. Main Street
Lancaster, OH 43130

Dear Staci,

The enclosed forms are interest allocation calculations for the Clean Ohio Agricultural Easement Program Fund, the CDBG Rehab Mortgage Refunds Fund, the the CDBG Project Income Fund, the Smith Escrow Trust Clean Ohio Agricultural Easement Fund, the RLF/CDBG Fund, and the RLF/D Fund.

JAN 23

2591 CDBG Rehab Mortgage Refunds	\$68.71
2675 CDBG Project Income	\$2.09
7113 Prepayment Fund	\$1,040.64
2716 RLF/CDBG Fund	\$10.42
2717 RLF/D Fund	\$246.95
7308 Fairfield County Historical Parks	\$145.20
7012 WIC Grant	\$63.08
7321 Bioterrorism Grant	\$127.88
5376 Self Fund Health Care	\$4,596.72
7865 Fairfield Port Authority (Econ Dev)	\$0.18

Total	\$6,301.87
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Respectfully,

James N Bahnsen
Fairfield County Treasurer

abk
enclosures

JAN 23

FAIRFIELD CO PORT AUTHORITY (ECON DEV)

Fund Number:	7865
Beginning Balance:	\$263.65
End of Month Balance:	\$264.16
Average of Beginning and Ending Balance(A):	\$263.91
All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92
Total Investment Income for the Month:	\$159,259.01
(A) as a percent of (B):	1.10119E-06
Amount to be Allocated to Fund:	\$0.18

JAN 23

CDBG REHAB MORTGAGE REFUNDS

Fund Number:	2591
Beginning Balance:	\$103,301.69
End of Month Balance:	103,500.25
Average of Beginning and Ending Balance(A):	\$103,400.97
All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92
Total Investment Income for the Month:	\$159,259.01
(A) as a percent of (B):	0.000431459
Amount to be Allocated to Fund:	\$68.71

JAN 23

CDBG PROJECT INCOME

Fund Number:	2675
Beginning Balance:	\$3,447.84
End of Month Balance:	\$2,850.86
Average of Beginning and Ending Balance(A):	\$3,149.35
All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92
Total Investment Income for the Month:	\$159,259.01
(A) as a percent of (B):	1.31412E-05
Amount to be Allocated to Fund:	\$2.09

JAN 23

EDA RLF SEQUESTERED

Fund Number:	2717
Beginning Balance:	\$364,860.09
End of Month Balance:	\$378,371.50
Average of Beginning and Ending Balance(A):	\$371,615.80
All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92
Total Investment Income for the Month:	\$159,259.01
(A) as a percent of (B):	0.001550634
Amount to be Allocated to Fund:	\$246.95

JAN 23

RLF/CDBG FUND

Fund Number:	2716
Beginning Balance:	\$13,040.50
End of Month Balance:	\$18,310.59
Average of Beginning and Ending Balance(A):	\$15,675.55

All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92

Total Investment Income for the Month:	\$159,259.01
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(A) as a percent of (B):	6.5409E-05
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Amount to be Allocated to Fund:	\$10.42
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JAN 23

FAIRFIELD COUNTY HISTORICAL PARKS

Fund Number:	7308
Beginning Balance:	\$221,286.15
End of Month Balance:	\$215,722.82
Average of Beginning and Ending Balance(A):	\$218,504.49
All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92
Total Investment Income for the Month:	\$159,259.01
(A) as a percent of (B):	0.00091175
Amount to be Allocated to Fund:	\$145.20

JAN 23

PREPAYMENT FUND

Fund Number: 7113

Beginning Balance: \$3,129,621.92

End of Month Balance: \$2,307.05

Average of Beginning and Ending Balance(A): \$1,565,964.49

All County Funds Beginning Balance: 235,196,122.48

All County Funds Ending Balance: 244,112,025.36

Average of Beginning and Ending Balance, All County Funds(B): \$239,654,073.92

Total Investment Income for the Month: \$159,259.01

(A) as a percent of (B): 0.00653427

Amount to be Allocated to Fund: \$1,040.64

JAN 23

BIOTERRORISM GRANT

Fund Number:	7321
Beginning Balance:	\$196,561.33
End of Month Balance:	188,311.27
Average of Beginning and Ending Balance(A):	\$192,436.30
All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92
Total Investment Income for the Month:	\$159,259.01
(A) as a percent of (B):	0.000802975
Amount to be Allocated to Fund:	\$127.88

JAN 23

WIC

Fund Number: 7012

Beginning Balance: \$90,047.91

End of Month Balance: 99,804.22

Average of Beginning and Ending Balance(A): \$94,926.07

All County Funds Beginning Balance: 235,196,122.48

All County Funds Ending Balance: 244,112,025.36

Average of Beginning and Ending Balance, All County Funds(B): \$239,654,073.92

Total Investment Income for the Month: \$159,259.01

(A) as a percent of (B): 0.000396096

Amount to be Allocated to Fund: \$63.08

JAN 23

SELF FUND HLTH CARE

Fund Number:	5376
Beginning Balance:	\$6,060,892.83
End of Month Balance:	7,774,045.84
Average of Beginning and Ending Balance(A):	\$6,917,469.34
All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,664,073.92
Total Investment Income for the Month:	\$159,259.01
(A) as a percent of (B):	0.028863188
Amount to be Allocated to Fund:	\$4,596.72

James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740) 652-7140

February 7, 2023

Staci Knisley
Fairfield County Commissioners' Office
210 E. Main St.
Lancaster, OH 43110

Dear Staci,

The enclosed forms are interest allocation calculations for the Water and Sewer debt service and construction funds for January 2023.

Respectfully,

James N Bahnsen
Fairfield County Treasurer

ABK
Enclosures

Jan-23

Credit Amount	Fund#	Fund Name	GL#	Object
0.00	4300	BR - High Service ARE Water	12430033	436100
10.45	5461	Liberty Township Sewer	12546134	436100
89.48	5469	BR - Sewer VP Utility 99	12546933	436100
28.06	5533	Liberty Township Sewer Project	12553333	436100
135.54	5554	NR Tussing Rd Water Reclam Fac	12555433	436100
0.80	5555	BR - Sewer consolidation Bond 03	12555533	436100
91.29	5470	BR - Water VP Utility 99	12547026	436100
74.64	5534	Tussing Rd. WTF Improvement	12553426	436100
11.99	5556	BR - Water Consolidation BD 2003	12555626	436100

Total Journal Entry \$442.25

JAN 23

LIBERTY TOWNSHIP SEWER

Fund Number:	5461
Beginning Balance:	\$15,707.68
End of Month Balance:	15,737.84
Average of Beginning and Ending Balance(A):	\$15,722.76

All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92

Total Investment Income for the Month:	\$159,259.01
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(A) as a percent of (B):	6.56061E-05
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Amount to be Allocated to Fund:	\$10.45
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JAN 23

BR-SEWER VP UTILITY 99

Fund Number:	5469
Beginning Balance	\$1,524.15
End of Month Balance:	267,780.32
Average of Beginning and Ending Balance(A):	\$134,652.24

All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92

Total Investment Income for the Month:	\$159,259.01
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(A) as a percent of (B):	0.000561861
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Amount to be Allocated to Fund:	\$89.48
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JAN 23

LIBERTY TWP SEWER PROJECT

Fund Number:	5533
Beginning Balance:	\$435.98
End of Month Balance:	84,017.10
Average of Beginning and Ending Balance(A):	\$42,226.54

All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92

Total Investment Income for the Month:	\$159,259.01
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(A) as a percent of (B):	0.000176198
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Amount to be Allocated to Fund:	\$28.06
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JAN 23

NR TUSSING RD WATER RECLAM FAC

Fund Number:	5554
Beginning Balance:	\$2,267.03
End of Month Balance:	405,651.38
Average of Beginning and Ending Balance(A):	\$203,959.21

All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92

Total Investment Income for the Month:	\$159,259.01
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(A) as a percent of (B):	0.000851057
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Amount to be Allocated to Fund:	\$135.54
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JAN 23

BR SEWER CONSOLIDATION BOND 03

Fund Number:	5555
Beginning Balance:	\$1,102.06
End of Month Balance:	1,308.52
Average of Beginning and Ending Balance(A):	\$1,205.29

All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92

Total Investment Income for the Month:	\$159,259.01
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(A) as a percent of (B):	5.02929E-06
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Amount to be Allocated to Fund:	\$0.80
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JAN 23

BR-WATER VP UTILITY 99

Fund Number:	5470
Beginning Balance:	\$1,503.09
End of Month Balance:	273,254.42
Average of Beginning and Ending Balance(A):	\$137,378.76

All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92

Total Investment Income for the Month:	\$159,259.01
--	--------------

(A) as a percent of (B):	0.000573238
--------------------------	-------------

Amount to be Allocated to Fund:	\$91.29
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JAN 23

TUSSING RD WTF IMP

Fund Number:	5534
Beginning Balance:	\$1,219.59
End of Month Balance:	223,432.46
Average of Beginning and Ending Balance(A):	\$112,326.03

All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92

Total Investment Income for the Month:	\$159,259.01
--	--------------

(A) as a percent of (B):	0.000468701
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Amount to be Allocated to Fund:	\$74.64
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JAN 23

BR WATER CONSOLIDATION BD 2003

Fund Number:	5556
Beginning Balance:	\$17,892.19
End of Month Balance:	18,204.94
Average of Beginning and Ending Balance(A):	\$18,048.57

All County Funds Beginning Balance:	235,196,122.48
All County Funds Ending Balance:	244,112,025.36
Average of Beginning and Ending Balance, All County Funds(B):	\$239,654,073.92

Total Investment Income for the Month:	\$159,259.01
--	--------------

(A) as a percent of (B):	7.53109E-05
--------------------------	-------------

Amount to be Allocated to Fund:	\$11.99
---------------------------------	---------

DAILY STATEMENT OF COUNTY TREASURER

AT CLOSE OF BUSINESS January 31, 2023

Form Prescribed by Bureau of Inspection and Supervision of Public Office

Treasurer's Form 6

Revised 09/07/05 ABP

Balance at Close of Business: January 30, 2023		TREASURY	DEPOSITORY	TOTAL
		2,232,085.25	241,417,574.07	243,649,659.32
Pay-Ins		927,327.94		927,327.94
Vendor's Licenses	LICVEN	25.00		25.00
Manuf. Home (MH-OH)	7116	531.86		531.86
Manuf Home (MH-EQ)	7504	423.60		423.60
Undivided Cigarette License Tax	7114	0.00		0.00
Utilities Collection		0.00		0.00
Undivided General Tax	7108	274,813.26		274,813.26
Escrow Prepayment	7113	0.00		0.00
Undivided Estate Tax	7115	0.00		0.00
Prepay Overage	7787	100.00		100.00
		0.00		0.00
Tax Refund	7109RF	344.92		344.92
		0.00		0.00
		0.00		0.00
Pre-Settlement Manuf. Home (MH-OH)	7128	0.00		0.00
Pre-Settlement Manuf. Home (MH-EQ)	7505	0.00		0.00
Pre-Settlement General	7109	0.00		0.00
Pre-Settlement Estate Tax	7117	0.00		0.00
Daily Receipts Total 1,203,566.58				
Investments:	Total from Chart 2 b	0.00		0.00
Misc.	Total from Chart 2 a	0.00		0.00
Check #	0	0.00		0.00
Wire & ACH Debit	Total from schedule F	83,762.98		83,762.98
				0.00
				0.00
Checks from Depository (schedule E)		657,437.56		657,437.56
Deposited with:				
Banks (schedule D)			2,273,558.31	2,273,558.31
ACH & Wire Total (schedule B)			615,966.67	615,966.67
Investment:	Total from Schedule C		0.00	0.00
SUBTOTAL (DAILY WORK)		1,944,767.12	2,889,524.98	4,834,292.10
TOTALS INCLUDING BALANCE		4,176,852.37	244,307,099.05	248,483,951.42
Disbursement:				
*	Wire & ACH Debits (schedule F)	83,762.98		83,762.98
				0.00
General Warrants (Fairfield Nat'l Bank)		657,437.56		657,437.56
Investment:	Total from Schedule C	0.00		0.00
Deposited in Depository (schedule B & D)		2,889,524.98		2,889,524.98
Checked from Depository				
Banks (Schedule E)			657,437.56	657,437.56
Check #	0		0.00	0.00
Investment:	Total from Chart 2 b		0.00	0.00
*	Total from Chart 2 a		0.00	0.00
Wires & ACH Debits (schedule F)			83,762.98	83,762.98
TOTAL		3,630,725.52	741,200.54	4,371,926.06
Balance at Close of Business Above Date		546,126.85	243,565,898.51	244,112,025.36

TREASURY	546,126.85
LEDGER	5,990,327.54
ICS	16,500,000.00
INVESTMENTS	221,075,570.97
sub total	244,112,025.36
FORM 6	244,112,025.36
	0.00

Drawer	1,768.49
Safe	27,108.00
PNP	0.00
Checks	517,250.36
Total Treasury	546,126.85

Treasurer's Office, Fairfield County, Ohio
Lancaster, Ohio January 31, 2023

To the County Auditor:

IT IS HEREBY CERTIFIED, that the foregoing is a true and correct STATEMENT of the Financial Transactions of the County.

day of

JANUARY

2023, also the balance in the treasury and depositories at the close of business on said day.

James A. Buchanan
James E. Duggan

County Treasurer

Fiscal Specialist

Interest ReportFairfield County January 2023

Date	Pay-in	Fund	Acct #	Description
January 4, 2023	\$53,828.99	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
January 4, 2023	\$8,395.82	GENERAL	10 436100	DEPINVINT PNB SWEEP
January 10, 2023	\$673.99	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
January 19, 2023	\$13,981.93	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
January 25, 2023	\$2,470.14	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
January 25, 2023	\$22,626.89	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
January 31, 2023	\$57,281.25	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV

SUM: ✓
\$159,259.01

RECEIVED
NO. _____

FEB 07 2023

JAMES N. BAHNSEN
Fairfield County Treasurer

Resolution No. 2023-02.14.b

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)

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 Receipt & Expense for reimbursement for salt supplied to County Facilities from the County Engineer – Fairfield County Commissioners

WHEREAS, the County Engineer's Office supplied salt in 2022 to the County Facility Department; and

WHEREAS, The General Fund is responsible for the portion of expense that was supplied to the County Facility Department; 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:

16202401 438000 Other Receipts \$ 6,698.24

This amount represents monies owed to the Motor Vehicle Fund# 2024 for salt supplies for the Facilities Department, originally paid by the County Engineer's Office, as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of materials and supplies and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Fund# 2024 for the Facilities share of the costs.

Memo expenditure as referenced in supporting documentation:

Vendor # 2320 Fairfield Co Engineer

Account: 12100114 560000

Amount: \$ 6,698.24

Prepared by: Christina Foster
cc: Julie Huggins

2022

SALT FOR MAINTENANCE DEPARTMENT

16202403-50000
\$69.34/ST

DATE	TIME	TRUCK (RED) 2.6 TONS	TRUCK (WHITE) 2.1 TONS
1/6/22	6:58		1
1/6/22	10:10		11
1/17/22	7:56 AM		1
1/17/22 1/17/22	10:45 AM		1
1-18/22	0510		11
1-18/22	0545		1
1/23/22	5: 7:00		11
1/24/22	0540		1
1/24/22	0715		11
1/25/22	0200		1
1/25/22	03:30		1
1/25/22	04:50		1
1/25/22	06:00		1
1/25/22	06:45		1
1/28/22	04:35		11
1/28/22	04:50		11
1/28/22	06:00		1
1/28/22	06:05		1
1/28/22	644		1
2/3/22	07:35		1
2/3/22	07:55		1
2/3/22	09:25		1
2/4/22	06:30		1
2/5/22	06:15		1
2/6/22	08:20		1
2/6/22	10:00		1
2/6/22	11:00		1
2/7/22	10:30		1
2/10/22	2:50		1
2/14/22	0500		11
2/14/22	0600		1

SALT FOR MAINTENANCE DEPARTMENT

[illegible]



INVOICE

2907716813

Cargill Salt Road Safety
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 415927
Boston MA 02241-5927
USA

Bill-To : FAIRFIELD COUNTY
FAIRFIELD CO ENG
3026 W FAIR AVE
LANCASTER OH 43130-8993
USA

Ship-To : FAIRFIELD COUNTY
FAIRFIELD CO ENG
3026 W FAIR AVE
LANCASTER OH 43130-8993
USA

Sold-To : FAIRFIELD COUNTY
FAIRFIELD CO ENG

Billing Date: 11/21/2022
Sales Order: 7177063
Reference Date: 11/21/2022
Your Purchase Order: 22007634
Payment Terms: NET 30 DAYS FROM DATE OF INVOICE

Inco Terms: DLD DESTINATION
Shipment Date: 11/21/2022
Gross Weight: 224,220.000 LB

Currency:	USD
Due Amt :	7,767.00
Due Date:	12/21/2022

(All date format in MM/DD/YYYY)

Product Code	Sales Contract	Product Description	Priced Quantity Shipped Quantity	UoM	Price	Extended Amount
100011135	400298157	DEICER SALT ICE CNTRL BLK DR	23.140	ST	69.34 USD/ST	1,604.53
		Net Weight: 46,280.000 LB	23.140	ST		
		Fuel Surcharge/Item			- 0.06 USD/1 ST	-1.39
		Bill of Lading:2AJP00076017				
100011135	400298157	DEICER SALT ICE CNTRL BLK DR	22.410	ST	69.34 USD/ST	1,553.91
		Net Weight: 44,820.000 LB	22.410	ST		
		Fuel Surcharge/Item			- 0.06 USD/1 ST	-1.34
		Bill of Lading:2AJP00076035				
100011135	400298157	DEICER SALT ICE CNTRL BLK DR	22.490	ST	69.34 USD/ST	1,559.46
		Net Weight: 44,980.000 LB	22.490	ST		
		Fuel Surcharge/Item			- 0.06 USD/1 ST	-1.35
		Bill of Lading:2AJP00076055				
100011135	400298157	DEICER SALT ICE CNTRL BLK DR	21.370	ST	69.34 USD/ST	1,481.80
		Net Weight: 42,740.000 LB	21.370	ST		
		Fuel Surcharge/Item			- 0.06 USD/1 ST	-1.28
		Bill of Lading:2AJP00076059				

Billing Enquiries Telephone: 800-600-7258
Fax: 440-716-0610

Email:
Internet: www.cargillsalt.com

**INVOICE**
2907716813

Sold-To : FAIRFIELD COUNTY
FAIRFIELD CO ENG

Currency:	USD
Due Amt :	7,767.00
Due Date:	12/21/2022

Product Code	Sales Contract	Product Description	Priced Quantity Shipped Quantity	UoM	Price	Extended Amount
100011135	400298157	DEICER SALT ICE CNTRL BLK DR	22.700 22.700	ST ST	69.34 USD/ST	1,574.02
		Net Weight: 45,400.000 LB				
		Fuel Surcharge/Item			- 0.06 USD/1 ST	-1.36
		Bill of Lading:2AJP00076069				
Place of Loading	1195 GIBBARD AVE COLUMBUS OH 43219-2436 USA			Subtotal		7,767.00
				Sales Tax		0.00
					INVOICE TOTAL	
					USD	7,767.00

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the right to charge interest on overdue accounts.

For ACH(non CTX) and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.

Billing Enquiries

Telephone: 800-600-7258

Email:

Fax: 440-716-0610

Internet: www.cargillsalt.com

Resolution No. 2023-02.14.c

A resolution to approve a Memo Receipt & Expense for reimbursement for salt supplied to County Facilities from the County Engineer – Fairfield County Commissioners

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated into a major expenditure category for fund# 4523 Bond Retirement Liberty Center/Engineer & to approve a fund to fund transfer to the General Fund 1001 for allowable transfers of residual equity.

WHEREAS, there is residual equity of \$89.28 in the Liberty Center/Engineer Bond Retirement Fund# 4523; and

WHEREAS, there are no remaining obligations payable from these bond retirement funds; and

WHEREAS, the unexpended fund balances in Fund# 4523 may be transferred to the General fund per Ohio Revised Code Section 5705.14(C); see attached Court of Common Pleas order;

WHEREAS, it is allowable to transfer the remaining funds to the general fund# 1001;

WHEREAS, appropriations from unappropriated funds into a major expenditure category for transfers is required and a fund to fund transfer will transfer the remaining balances to the general fund.

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

Section 1. Request that the Fairfield County Auditor appropriate from unappropriated funds as follows:

12452300 transfers in the amount of \$89.28

Section 2. Request that the Fairfield County Auditor process the following fund to fund transfer:

\$89.28 from: 12452300 700000 transfers out
 to: 00100110 439100 transfers in

A resolution to appropriate from unappropriated into a major expenditure category for fund# 4523 Bond Retirement Liberty Center/Engineer & to approve a fund to fund transfer to the General Fund 1001 for allowable transfers of residual equity.

For Auditor's Office Use Only:

Section 1.

\$ 89.28 to: 12452300 700000

FAIRFIELD COUNTY



G/L ACCOUNT - MASTER INQUIRY

Org code: 4523 BR - 03 LIBERTY CTR-ENG B/S
 Object code: 001000 POOLED CASH
 Project code:

Type: B A
 Status: A
 Budgetary: N

Fund 4523 BR - 03 LIBERTY CTR-ENG
 SUBFUND 0000 UNDEFINED
 DIVISION 12 COMMISSIONER
 SUBDIV/PROG 0000 UNDEFINED
 DEPTACTIVITY 000000 UNDEFINED
 REPORT CODE 0000000 UNDEFINED
 MAJOR FUNC 00 UNDEFINED
 CERTIFICATE 94000 DEBT SERVICE FUNDS

Full description: POOLED CASH

Short desc: POOL CASH

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	89.29	.00	.00	.00
01	.00	.00	89.29	89.29
02	.00	.00	.00	.00
03	250,342.99	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	-1,116.50	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	-249,226.50	.00	.00	.00
13	.00	.00	.00	.00
Tot:	89.28	.00	89.29	89.29

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	89.28	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	89.29
Requisitions	.00	Budget Tranfr Out	.00
Total	89.28	Carry Fwd Budget	.00
Available Budget	.00	Carry Fwd Bud Tfr	.00
Percent Used	99.99	Revised Budget	89.29
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	INITIAL	.00
Actual-Last Yr	.00	TAX BUDGET	.00
Estim-Actual	.00	DIR/DPT HD	.00
		BRD/ELECTD	.00
		FINAL	.00

FILED

2023 FEB -8 AM 11:27

BRANDEN C. MEYER
CLERK OF COURTS
FAIRFIELD CO. OHIO

IN THE COURT OF COMMON PLEAS
FAIRFIELD COUNTY, OHIO

**IN RE: Transfer of Funds Pursuant
to Ohio Revised Code Section
5705.14(C),**

Judge Richard E. Berens

**Entry Approving the Transfer of
the Unexpended Balance of Fund
No. 4523 to the County General
Fund**

It has been represented to this Court by Counsel for the Board of Fairfield County Commissioners that the Fairfield County Auditor currently maintains fund No. 4523, a bond retirement fund created pursuant to R.C. 5705.09(C), with an unexpended balance of \$89.28.

It has been further represented to this Court that all indebtedness, interest, and other obligations for the payment of which Fund No. 4523 exists have been paid and retired. Moreover, no sinking fund exists to receive a transfer from Fund No. 4523.

Therefore, the Board of Fairfield County Commissioners seeks to transfer the unexpended balance of Fund No. 4523 to the Fairfield County General Fund pursuant to R.C. 5705.14 (C)(1).

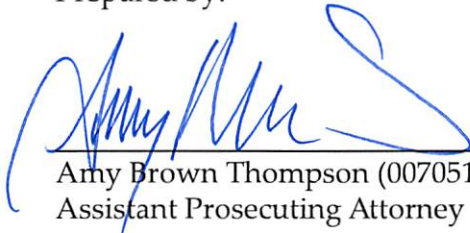
Having reviewed this matter, this Court hereby approves said transfer pursuant to R.C. 5705.14(C)(1) and hereby authorizes the transfer of the unexpended balance of Fund No. 4523 to the Fairfield County General Fund (Fund No. 1001).

IT IS SO ORDERED.



JUDGE RICHARD E. BERENS

Prepared by:



Amy Brown Thompson (0070511)
Assistant Prosecuting Attorney

Resolution No. 2023-02.14.d

A resolution to appropriate from unappropriated into a major expenditure category for fund# 4523 Bond Retirement Liberty Center/Engineer & to approve a fund to fund transfer to the General Fund 1001 for allowable transfers of residual equity.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated into a major expenditure category for fund# 4529 Bond Retirement Juvenile Detention Center & to approve a fund to fund transfer to the General Fund 1001 for allowable transfers of residual equity.

WHEREAS, there is residual equity of \$106.49 in the Juvenile Detention Center Bond Retirement Fund# 4529; and

WHEREAS, there are no remaining obligations payable from these bond retirement funds; and

WHEREAS, the unexpended fund balances in Fund# 4529 may be transferred to the General fund per Ohio Revised Code Section 5705.14(C); see attached Court of Common Pleas order;

WHEREAS, it is allowable to transfer the remaining funds to the general fund# 1001;

WHEREAS, appropriations from unappropriated funds into a major expenditure category for transfers is required and a fund to fund transfer will transfer the remaining balances to the general fund.

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

Section 1. Request that the Fairfield County Auditor appropriate from unappropriated funds as follows:

12452900 transfers in the amount of \$106.49

Section 2. Request that the Fairfield County Auditor process the following fund to fund transfer:

\$106.49 from: 12452900 700000 transfers out
 to: 00100110 439100 transfers in

A resolution to appropriate from unappropriated into a major expenditure category for fund# 4529 Bond Retirement Juvenile Detention Center & to approve a fund to fund transfer to the General Fund 1001 for allowable transfers of residual equity.

For Auditor's Office Use Only:

Section 1.

\$ 106.49 to: 12452900 700000

FAIRFIELD COUNTY



G/L ACCOUNT - MASTER INQUIRY

Org code: 4529 BR - 03 JUVENILE DET CTR B/S Type: B A
 Object code: 001000 POOLED CASH Status: A
 Project code: Budgetary: N

Fund 4529 BR - 03 JUVENILE DET CTR
 SUBFUND 0000 UNDEFINED
 DIVISION 12 COMMISSIONER
 SUBDIV/PROG 0000 UNDEFINED
 DEPTACTIVITY 000000 UNDEFINED
 REPORT CODE 0000000 UNDEFINED
 MAJOR FUNC 00 UNDEFINED
 CERTIFICATE 94000 DEBT SERVICE FUNDS

Full description: POOLED CASH

Short desc: POOL CASH

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	106.49	.00	.00	.00
01	.00	.00	106.49	106.49
02	.00	.00	.00	.00
03	104,936.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	-468.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	-104,468.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	106.49	.00	106.49	106.49

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	106.49	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	106.49
Requisitions	.00	Budget Tranfr Out	.00
Total	106.49	Carry Fwd Budget	.00
Available Budget	.00	Carry Fwd Bud Tfr	.00
Percent Used	100.00	Revised Budget	106.49
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	INITIAL	.00
Actual-Last Yr	.00	TAX BUDGET	.00
Estim-Actual	.00	DIR/DPT HD	.00
		BRD/ELECTD	.00
		FINAL	.00

FILED

2023 FEB -8 AM 11:27

BRANDEN C. MEYER
CLERK OF COURTS
FAIRFIELD CO. OHIO

IN THE COURT OF COMMON PLEAS
FAIRFIELD COUNTY, OHIO

**IN RE: Transfer of Funds Pursuant
to Ohio Revised Code Section
5705.14(C),**

Judge Richard E. Berens

**Entry Approving the Transfer of
the Unexpended Balance of Fund
No. 4529 to the County General
Fund**

It has been represented to this Court by Counsel for the Board of Fairfield County Commissioners that the Fairfield County Auditor currently maintains fund No. 4529, a bond retirement fund created pursuant to R.C. 5705.09(C), with an unexpended balance of \$106.49.

It has been further represented to this Court that all indebtedness, interest, and other obligations for the payment of which Fund No. 4529 exists have been paid and retired. Moreover, no sinking fund exists to receive a transfer from Fund No. 4529.

Therefore, the Board of Fairfield County Commissioners seeks to transfer the unexpended balance of Fund No. 4529 to the Fairfield County General Fund pursuant to R.C. 5705.14 (C)(1).

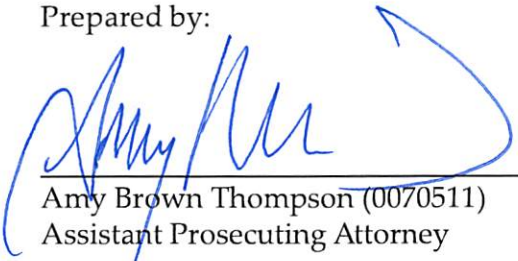
Having reviewed this matter, this Court hereby approves said transfer pursuant to R.C. 5705.14(C)(1) and hereby authorizes the transfer of the unexpended balance of Fund No. 4529 to the Fairfield County General Fund (Fund No. 1001).

IT IS SO ORDERED.



JUDGE RICHARD E. BERENS

Prepared by:



Amy Brown Thompson (0070511)
Assistant Prosecuting Attorney

Resolution No. 2023-02.14.e

A resolution to appropriate from unappropriated into a major expenditure category for fund# 4529 Bond Retirement Juvenile Detention Center & to approve a fund to fund transfer to the General Fund 1001 for allowable transfers of residual equity.

(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 of Renewal to the Capitol City Chapter EAA 443,
Experimental Aircraft Association lease agreement for the use of
3383 Old Columbus Road property at the Fairfield County Airport.**

WHEREAS, Per Resolution 2021-04.27.e, The Experimental Aircraft Association (EAA Chapter 443) lease agreement was approved; and

WHEREAS, Per Resolution 2022-04-19.d, the lease agreement was renewed; and

WHEREAS, notification requesting the option to renew has been received; and

WHEREAS, the new lease agreement will expire on February 28, 2024; and

WHEREAS, the Prosecutor's Office approved the agreement to form.

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

Section 1. That the Board of County Commissioners approves the option to renew with the expiration date of February 28, 2024.

**A Resolution of Renewal to the Capitol City Chapter EAA 443,
Experimental Aircraft Association lease agreement for the use of
3383 Old Columbus Road property at the Fairfield County Airport.**

WHEREAS, Per Resolution 2021-04.27.e, The Experimental Aircraft Association (EAA Chapter 443) lease agreement was approved; and

WHEREAS, notification requesting the option to renew has been received; and

WHEREAS, the new lease agreement will expire on February 28, 2023; and

WHEREAS, the Prosecutor's Office approved the agreement to form; and

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

Section 1. That the Board of County Commissioners approves the option to renew with the expiration date of February 28, 2023.

Knisley, Staci A

From: Kochis, Jon P
Sent: Thursday, April 7, 2022 2:14 PM
To: Knisley, Staci A
Subject: Fwd: [E] EAA Chapter 443 - House lease renewal for 2022

Jon Kochis
Director
Fairfield County Emergency Management

From: Michael Baldwin <mdbaldwin443@gmail.com>
Sent: Saturday, March 12, 2022 12:47:52 PM
To: Kochis, Jon P <jon.kochis@fairfieldcountyohio.gov>
Cc: Eric Meister <emeis2@aol.com>; Christopher Cooperider <432northernlights@gmail.com>; Jenny Hurst <jenrhurst@gmail.com>; Jim Baldwin <jhb443@gmail.com>; albert moyer <youngeagles1@gmail.com>
Subject: [E] EAA Chapter 443 - House lease renewal for 2022

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jon

This email is a request to renew the EAA Chapter 443 house lease agreement for 2022.

Our chapter is grateful for the use of the house and thank the board and commissioners for this opportunity. We hope to make good use of the house for years to come.

I will attend the board meeting Monday night.

Regards,
Mike Baldwin
President EAA Chapter 443

**A Resolution of Approval for the Capitol City Chapter EAA 443,
Experimental Aircraft Association lease agreement for the use of
3383 Old Columbus Road property at the Fairfield County Airport.**

WHEREAS, The Experimental Aircraft Association (EAA Chapter 443) submitted a request to use the facility known as 3383 Old Columbus Rd for aeronautical education at no cost; and

WHEREAS, The Fairfield County Airport Authority has reviewed and recommends the lease agreement be approved; and

WHEREAS, Assistant Prosecuting Attorney Josh Horachek approved the agreement to form; and

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

Section 1. That the Board of County Commissioners approves the attached lease agreement with Capitol City Chapter – EAA 443, Inc.

LEASE

This lease is between the Board of Fairfield County Commissioners, LESSOR, whose address is 210 E. Main Street, Room 301, Lancaster, Ohio 43130 and Capitol City Chapter – EAA (a.k.a. EAA Chapter 443), LESSEE, whose address is c/o Michael Baldwin, 13372 Falmouth Ave., Pickerington, Ohio 43147.

1. *Lease of premises.*

In consideration of the promises of LESSEE, LESSOR hereby leases to LESSEE the premises shown on the attached Exhibit A, incorporated herein, located at 3383 Old Columbus Road, Lancaster, Ohio, together with the right to the joint use of entrances, foyers, hallways, stairs, parking areas, and other common areas and facilities.

2. *Property Manager.*

For the purposes of this lease, the Fairfield County Regional Airport Authority (the AIRPORT) shall act as property manager on behalf of LESSOR. All payments and communications required to be directed to LESSOR under this agreement shall be sent to the AIRPORT on behalf of LESSOR.

3. *Term; rent and payment; renewal and holdover tenancy.*

3.01. Original term: The term of the lease shall be 1 year, beginning March 1, 2021, and ending February 28, 2022.

3.02. Rent: The rent for the original term shall be \$1, payable on the first day of the term.

3.03. Option to renew: At the end of the term, and provided LESSEE is not in default in any respect under this lease, LESSEE may renew the lease for an additional term of 1 year, beginning at the expiration of the original term and ending on February 28, 2023, for an annual rent of \$1 payable on the first day of the new term and subject to all other provisions of this lease. This option shall be exercised by giving the AIRPORT written notice on or before December 31, 2022, of the intention to renew.

3.04. Early termination: Either party may terminate this lease at any time by providing 2-months written notice to the other party. LESSEE shall not be entitled to any refund of the annual rent payment in the event of early termination.

4. *Use and occupancy.*

4.01. Manner and purpose: The premises will be used and occupied by LESSEE in a careful, safe, and proper manner, solely for the purpose of group meetings and various related projects and programs.

4.02. Hazardous activities: LESSEE will not carry on or allow any activity or use of the premises considered hazardous for insurance purposes, nor will LESSEE do any act which will invalidate insurance coverage on the structure or premises or cause an increase in premiums. LESSEE will observe all reasonable precautions for the prevention of fire, explosion,

10. Indemnification and insurance.

10.01. Indemnification: LESSEE will indemnify and save LESSOR and the AIRPORT harmless against all loss, damage, expense, costs, and attorney fees incurred by LESSOR in discharging any filed or inchoate mechanic's or materialman's liens arising from LESSEE's maintenance or improvement of the premises, or incurred by LESSOR in defending or discharging claims for personal injuries or property damage asserted or perfected against LESSOR or the AIRPORT and arising out of the use and occupancy of the premises by LESSEE or its agents, employees, or invitees.

10.02. Liability insurance: LESSEE will obtain and maintain in force public liability insurance in one or more companies satisfactory to LESSOR, insuring against liability to third persons for personal injuries or property damage arising out of the use or occupancy of the premises. The insurance shall provide minimum limits of \$1,000,000 for injury to any one person or for damage to any one person's property. Each policy shall name LESSOR as an additional insured and shall provide that the insurer will give LESSOR written notice at least 90 days prior to the effective date of cancellation. LESSEE shall furnish appropriate certificates or other satisfactory proof of insurance to LESSOR.

11. Entry by LESSOR.

LESSEE will permit LESSOR or its agents to enter the premises at all reasonable times to examine the premises, make corrections in the structure, or eliminate health and safety hazards.

12. Assignment and subletting.

LESSEE will not assign this lease, or sublet any part of the premises, without LESSOR's express written consent.

13. Covenants of title and quiet enjoyment.

LESSOR warrants that it is the lawful owner of the premises and has good right and power to make this lease. If LESSEE pays the rent as agreed, and fulfills all other conditions and obligations under this lease, it may quietly enjoy the premises without hindrance by LESSOR or any person lawfully claiming under it.

14. Responsibility for personal property.

LESSEE is solely responsible for all tangible and intangible personal property, located on the premises, that belongs to LESSEE or its agents, employees, licensees, or invitees.

15. Damage to premises.

15.01. Damage or destruction of the premises: If any part of the building or premises is damaged or destroyed without LESSEE's fault, rendering the leased premises unfit for occupancy, LESSEE may surrender possession of the premises and thereby terminate the lease with respect to all provisions, remaining liable only for accrued and unpaid financial obligations under the lease.

In consideration whereof, the parties have affixed their signatures hereto with intent to be fully bound as of the dates indicated.

LESSOR: The Fairfield County Board of Commissioners

By: _____

Title: _____

Date: _____

MANAGER: The Fairfield County Regional Airport Authority

By: _____

Title: _____

Date: _____

LESSOR: Capitol City Chapter - EAA

By: Michael D. Baldwin

Title: PRESIDENT EAA CHAPTER 443

Date: 4-19-2021

COPY

ROUTING FORM FOR CONTRACTS

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

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

Signed this 19th day of April, 2021.

Jon Kochis, Director

Name and Title

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

Exhibit B – Base cost for utilities

Electric - \$29 a month

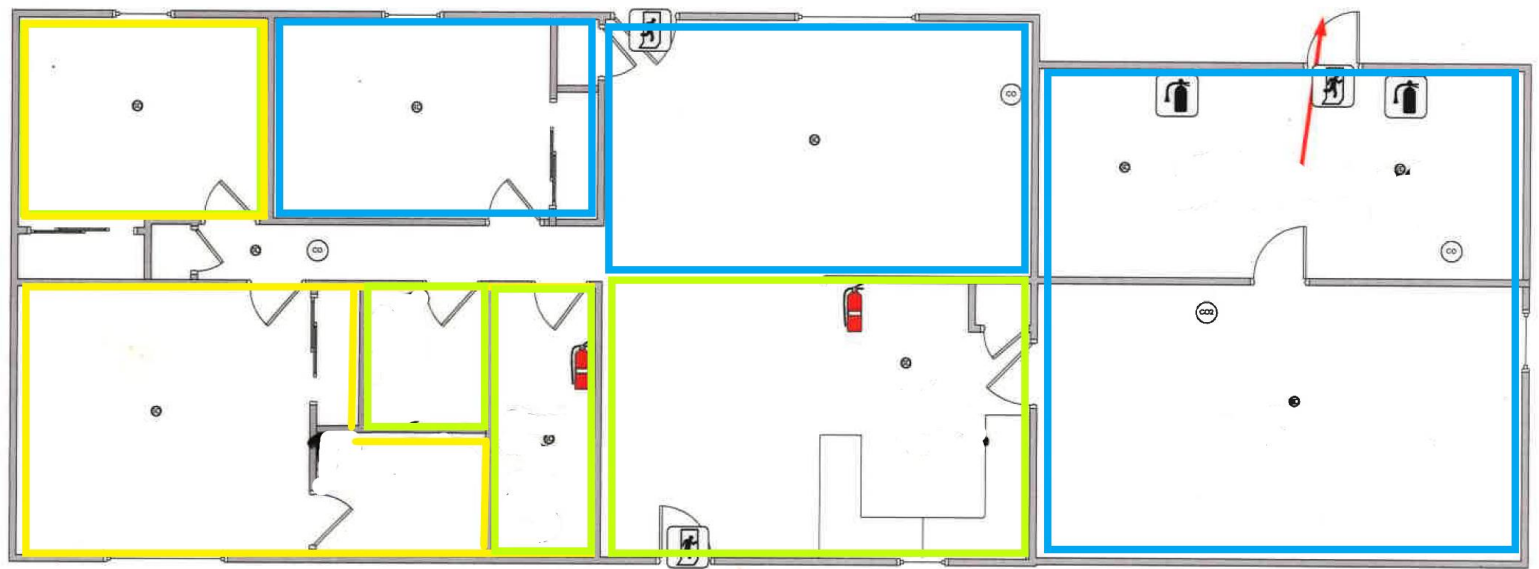
	2020	2019	2018
1/4-2/4	\$36.21	\$43.69	\$46.28
2/4-3/4	\$36.47	\$37.83	\$37.41
3/4-4/4	\$39.39	\$34.01	\$40.57
4/4-5/4	\$32.58	\$24.19	\$33.00
5/4-6/4	\$33.69	\$23.62	\$28.45
6/4-7/4	\$26.56	\$23.31	\$35.32
7/4-8/4	\$23.04	\$21.97	\$17.67
8/4-9/4	\$22.93	\$22.87	\$29.11
9/4-10/4	\$26.16	\$23.08	\$27.05
10/4-11/4	\$23.63	\$26.11	\$28.64
11/4-12/4	\$23.79	\$32.83	\$36.43
12/4-1/4	\$24.58	\$34.66	\$39.85
Total	\$349.03	\$348.17	\$399.78

Natural Gas - \$28

	2020	2019	2018
1/8-2/5/20	\$50.56	\$84.55	\$71.02
2/5-3/5	\$53.68	\$57.12	\$45.33
3/5-4/6	\$31.16	\$33.24	\$51.74
4/5-5/8	\$28.03	\$9.65	\$14.65
5/8-6/9	\$22.66	\$6.61	\$7.81
6/9-7/8	\$21.00	\$6.61	\$7.83
7/8-8/11	\$21.00	\$6.61	\$8.44
8/11-9/8	\$21.00	\$6.61	\$8.40
9/8-10/9	\$21.00	\$21.00	\$8.87
10/9-11/6	\$21.32	\$23.81	\$26.41
11/6-12/9	\$21.00	\$46.07	\$43.71
12/9-1/11/21	21-Jan	\$48.68	\$46.63
Total	\$333.41	\$350.56	\$340.84

Water and Sewer - \$101

	2020	2019	2018
12/31-1/31/20	\$101.10	\$101.10	\$101.10
1/31-2/28	\$101.10	\$97.62	\$101.10
2/28-3/31	\$101.10	\$101.10	\$101.10
3/31-4/30	\$101.10	\$101.10	\$101.10
4/30-5/29	\$101.10	\$101.10	\$101.10
5/29-6/30	\$101.10	\$101.10	\$101.10
6/30-7/31	\$101.10	\$101.10	\$101.10
7/31-8/31	\$101.10	\$101.10	\$101.10
8/31-9/30	\$101.10	\$101.10	\$506.50
9/30-10/30	\$101.10	\$101.10	\$242.99
10/30-11/30	\$101.10	\$101.10	\$101.10
11/30-12/31	\$101.10	\$101.10	\$101.10
Total	\$1,213.20	\$1,209.72	\$1,760.49



- SD Smoke Detector
- CO Carbon Monoxide Detector (floor mounted)
- 5lb ABC Fire Extinguisher
- 5lb CO2 Fire Extinguisher
- Lighted Exit Sign with Emergency Floods
- Emergency Exit Route

- Airport Board Use
- Common Area
- EAA Use

COPY

Prosecutor's Approval Page

Resolution No.

A Resolution of Approval for the Capitol City Chapter EAA 443, Experimental Aircraft Association lease agreement for the use of 3383 Old Columbus Road property at the Fairfield County Airport.

(Fairfield County Commissioners)

Approved as to form on 4/25/2021 6:01:02 PM by Joshua Horacek,, Assistant Prosecutor



Joshua Horacek, Assistant Prosecutor
Prosecutor's Office
Fairfield County, Ohio

COPY

LEASE

This lease is between the Board of Fairfield County Commissioners, LESSOR, whose address is 210 E. Main Street, Room 301, Lancaster, Ohio 43130 and Capitol City Chapter – EAA (a.k.a. EAA Chapter 443), LESSEE, whose address is c/o Michael Baldwin, 13372 Falmouth Ave., Pickerington, Ohio 43147.

1. *Lease of premises.*

In consideration of the promises of LESSEE, LESSOR hereby leases to LESSEE the premises shown on the attached Exhibit A, incorporated herein, located at 3383 Old Columbus Road, Lancaster, Ohio, together with the right to the joint use of entrances, foyers, hallways, stairs, parking areas, and other common areas and facilities.

2. *Property Manager.*

For the purposes of this lease, the Fairfield County Regional Airport Authority (the AIRPORT) shall act as property manager on behalf of LESSOR. All payments and communications required to be directed to LESSOR under this agreement shall be sent to the AIRPORT on behalf of LESSOR.

3. *Term; rent and payment; renewal and holdover tenancy.*

3.01. Original term: The term of the lease shall be 1 year, beginning March 1, 2021, and ending February 28, 2022.

3.02. Rent: The rent for the original term shall be \$1, payable on the first day of the term.

3.03. Option to renew: At the end of the term, and provided LESSEE is not in default in any respect under this lease, LESSEE may renew the lease for an additional term of 1 year, beginning at the expiration of the original term and ending on February 28, 2023, for an annual rent of \$1 payable on the first day of the new term and subject to all other provisions of this lease. This option shall be exercised by giving the AIRPORT written notice on or before December 31, 2022, of the intention to renew.

3.04. Early termination: Either party may terminate this lease at any time by providing 2-months written notice to the other party. LESSEE shall not be entitled to any refund of the annual rent payment in the event of early termination.

4. *Use and occupancy.*

4.01. Manner and purpose: The premises will be used and occupied by LESSEE in a careful, safe, and proper manner, solely for the purpose of group meetings and various related projects and programs.

4.02. Hazardous activities: LESSEE will not carry on or allow any activity or use of the premises considered hazardous for insurance purposes, nor will LESSEE do any act which will invalidate insurance coverage on the structure or premises or cause an increase in premiums. LESSEE will observe all reasonable precautions for the prevention of fire, explosion,

10. Indemnification and insurance.

10.01. Indemnification: LESSEE will indemnify and save LESSOR and the AIRPORT harmless against all loss, damage, expense, costs, and attorney fees incurred by LESSOR in discharging any filed or inchoate mechanic's or materialman's liens arising from LESSEE's maintenance or improvement of the premises, or incurred by LESSOR in defending or discharging claims for personal injuries or property damage asserted or perfected against LESSOR or the AIRPORT and arising out of the use and occupancy of the premises by LESSEE or its agents, employees, or invitees.

10.02. Liability insurance: LESSEE will obtain and maintain in force public liability insurance in one or more companies satisfactory to LESSOR, insuring against liability to third persons for personal injuries or property damage arising out of the use or occupancy of the premises. The insurance shall provide minimum limits of \$1,000,000 for injury to any one person or for damage to any one person's property. Each policy shall name LESSOR as an additional insured and shall provide that the insurer will give LESSOR written notice at least 90 days prior to the effective date of cancellation. LESSEE shall furnish appropriate certificates or other satisfactory proof of insurance to LESSOR.

11. Entry by LESSOR.

LESSEE will permit LESSOR or its agents to enter the premises at all reasonable times to examine the premises, make corrections in the structure, or eliminate health and safety hazards.

12. Assignment and subletting.

LESSEE will not assign this lease, or sublet any part of the premises, without LESSOR's express written consent.

13. Covenants of title and quiet enjoyment.

LESSOR warrants that it is the lawful owner of the premises and has good right and power to make this lease. If LESSEE pays the rent as agreed, and fulfills all other conditions and obligations under this lease, it may quietly enjoy the premises without hindrance by LESSOR or any person lawfully claiming under it.

14. Responsibility for personal property.

LESSEE is solely responsible for all tangible and intangible personal property, located on the premises, that belongs to LESSEE or its agents, employees, licensees, or invitees.

15. Damage to premises.

15.01. Damage or destruction of the premises: If any part of the building or premises is damaged or destroyed without LESSEE's fault, rendering the leased premises unfit for occupancy, LESSEE may surrender possession of the premises and thereby terminate the lease with respect to all provisions, remaining liable only for accrued and unpaid financial obligations under the lease.

In consideration whereof, the parties have affixed their signatures hereto with intent to be fully bound as of the dates indicated.

LESSOR: The Fairfield County Board of Commissioners

By: [Signature]
Title: President

Date: 4-27-21

MANAGER: The Fairfield County Regional Airport Authority

By: [Signature]
Title: Board Member

Date: 4/20/21

LESSOR: Capitol City Chapter - EAA

By: [Signature]
Title: PRESIDENT EAA CHAPTER 443

Date: 4-19-2021

COPY

Signature Page

Resolution No. 2021-04.27.e

A Resolution of Approval for the Capitol City Chapter EAA 443, Experimental Aircraft Association lease agreement for the use of 3383 Old Columbus Road property at the Fairfield County Airport.

(Fairfield County Commissioners)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President
Jeffrey M. Fix, Vice President
Steven A. Davis

Aye
Aye
Aye

Board of County Commissioners
Fairfield County, Ohio

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.



Staci Knisley, Acting Clerk
Board of County Commissioners
Fairfield County, Ohio

Prosecutor's Approval Page

Resolution No.

A Resolution of Renewal to the Capitol City Chapter EAA 443, Experimental Aircraft Association lease agreement for the use of 3383 Old Columbus Road property at the Fairfield County Airport.

(Fairfield County Commissioners)

Approved as to form on 4/13/2022 3:53:44 PM by Amy Brown-Thompson,



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

COPY

Signature Page

Resolution No. 2022-04.19.d

A Resolution of Renewal to the Capitol City Chapter EAA 443, Experimental Aircraft Association lease agreement for the use of 3383 Old Columbus Road property at the Fairfield County Airport.

(Fairfield County Commissioners)

Upon the motion of Commissioner Steven A. Davis, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President
Steven A. Davis, Vice President
David L. Levacy

Aye
Aye
Aye

Board of County Commissioners
Fairfield County, Ohio

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.



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

ROUTING FORM FOR CONTRACTS

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

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

Signed this 26 day of January, 2023.

Staci Knisley, Budget Officer/Airport Clerk

Name and Title

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

Knisley, Staci A

From: Kochis, Jon P
Sent: Thursday, January 26, 2023 7:24 AM
To: Knisley, Staci A
Subject: Fwd: [E] EAA Chapter 443 - House lease renewal for 2022

Please let me know if you would like me to work on the reso.

Jon Kochis

Director
Fairfield County Emergency Management
and
Fairfield County Facilities

From: Michael Baldwin <mdbaldwin443@gmail.com>
Sent: Thursday, January 26, 2023 7:22:09 AM
To: Kochis, Jon P <jon.kochis@fairfieldcountyohio.gov>
Cc: albert moyer <youngeagles1@gmail.com>; Christopher Cooperider <432northernlights@gmail.com>; Brian <blarick1@gmail.com>; Eric Meister <emeis2@aol.com>; Jim Baldwin <jhb443@gmail.com>; Geoff Combs <g.combs@aerosportmodeling.com>
Subject: Re: [E] EAA Chapter 443 - House lease renewal for 2022

Hello Jon

This email is a request to renew the EAA Chapter 443 house lease agreement for **2023**.

Our chapter is grateful for the use of the house and thank the board and commissioners for this opportunity. We hope to make good use of the house for years to come.

I will attend the board meeting Monday night.

Regards,

Mike Baldwin

President EAA Chapter 443

On Wed, Jan 25, 2023 at 3:40 PM Kochis, Jon P <jon.kochis@fairfieldcountyohio.gov> wrote:

Michael,

It is that time of year again. Could you please let me know the intent of the EAA for 2023? If you wish to extend, please do so as you had in the past. See below.

Thank you, Jon

From: Michael Baldwin <mdbaldwin443@gmail.com>
Sent: Saturday, March 12, 2022 12:48 PM
To: Kochis, Jon P <jon.kochis@fairfieldcountyohio.gov>
Cc: Eric Meister <emeis2@aol.com>; Christopher Cooperider <432northernlights@gmail.com>; Jenny Hurst <jenrhurst@gmail.com>; Jim Baldwin <jhb443@gmail.com>; albert moyer <youngeagles1@gmail.com>
Subject: [E] EAA Chapter 443 - House lease renewal for 2022

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jon

This email is a request to renew the EAA Chapter 443 house lease agreement for 2022.

Our chapter is grateful for the use of the house and thank the board and commissioners for this opportunity. We hope to make good use of the house for years to come.

I will attend the board meeting Monday night.

Regards,

Mike Baldwin

President EAA Chapter 443

Prosecutor's Approval Page

Resolution No.

A Resolution of Renewal to the Capitol City Chapter EAA 443, Experimental Aircraft Association lease agreement for the use of 3383 Old Columbus Road property at the Fairfield County Airport.

(Fairfield County Commissioners)

Approved as to form on 1/26/2023 10:00:30 AM by Amy Brown-Thompson,



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

Resolution No. 2023-02.14.f

A Resolution of Renewal to the Capitol City Chapter EAA 443, Experimental Aircraft Association lease agreement for the use of 3383 Old Columbus Road property at the Fairfield County Airport.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to authorize an agreement with Alleguard for Workforce Training Grant funds

WHEREAS, Fairfield County Economic and Workforce Development has created a Workforce Training Grant to help develop small businesses in the community; and

WHEREAS, an agreement was created between Alleguard and Fairfield County Commissioners; and

WHEREAS, Fairfield County Economic and Workforce Development agrees that Alleguard should receive a total of \$80,000 over a three-year period, with a maximum of \$40,000 per year.

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

Section 1. That the Fairfield County Commissioners approve the attached agreement with Alleguard.

Prepared by: Angel Conrad

February 7, 2023

Corey Balthrop
Foam Holdings, Inc.
2109 Commerce St.
Lancaster, OH 43130

Dear Mr. Balthrop:

I am pleased to inform you that Foam Holdings, Inc. has been selected to receive a Workforce Development Training Grant from Fairfield County Economic and Workforce Development. This award is for your eighty-five (85) new positions at your Alleguard location in Lancaster, Oh. We are excited about the investment Foam Holdings, Inc. is making in Fairfield County and look forward to our partnership. The additional jobs Foam Holdings, Inc. is adding to our community will make an impact.

This grant will cover training expenses included in your attached application up to \$80,000 between the years 2023-to-2025, with a maximum of \$40,000 per calendar year. The grant period starts on retroactively on January 1, 2023 and ends on October 31, 2025.

Expenses for reimbursement should be submitted to Fairfield County Economic and Workforce Development quarterly, with due dates of April 30, July 31, October 31, and January 31. Please submit the report on Foam Holdings, Inc. letterhead to Angel.Conrad@FairfieldCountyOhio.gov and copy Rick.Szabrak@FairfieldCountyOhio.gov. Please include the following:

- Training start/end dates, training schedule, and overview of training program
- Training roster with names of trainees, hours trained, hourly pay, total training wages
- Instructor names and job titles or organization affiliation
 - If using an outside organization, a canceled check or paid invoice must be provided
 - Transportation or per diem costs for all instructors must be pre-approved by Fairfield County Economic and Workforce Development

This grant is contingent upon the completion of the attached Clawback Provision. We look forward to partnering with you in the future as you continue your investment in our county.

Sincerely,

A handwritten signature in blue ink that reads "Rick Szabrak".

Rick Szabrak
Economic and Workforce Development Director

ECONOMIC/WORKFORCE DEVELOPMENT INCENTIVES DISCLOSURE

In an effort to ensure that there is public transparency and an arm's length transaction for economic development or workforce development incentives offered to a potential or existing company that is considering locating or expanding within Fairfield County, the Fairfield County Commissioners require applicants to complete an Economic/Workforce Development Incentive Disclosure. The disclosure assists the Fairfield County Commissioners in assessing if there are potential conflicts of interest that must be reviewed prior to the offering of an incentive(s) and/or if the conflict is of such a nature to prevent the offering of the proposed incentive

DEFINITIONS:

Family Member	Includes parents, step parents, spouse, domestic partner, children, step-children, foster children, siblings, grandchildren, grandparents. This definition also includes any immediate relatives by blood or marriage (i.e. in-laws, cousins, nieces, nephews, aunts and uncles, etc.) who are also household members to the applicant.
Personal Relationship	Consists of the applicant's prior and/or present social interactions and/or business dealings with stakeholders of the economic or workforce development systems that would give a reasonable observer cause to believe that the applicant's access to the services would be based upon this relationship, as opposed to a demonstrated need.
Stakeholders	Individuals not related but have direct or indirect management or responsibility for managing the economic or workforce development system including employees of the Fairfield County government, local elected officials, stakeholders or boards (e.g. Columbus 2020, Fairfield County Port Authority Board, Revolving Loan Fund Loan Review Committee, Workforce Development Board), etc.

Please indicate if you have a family, personal or stakeholder relationship with any individual who may meet the above definitions as it pertains to your request for economic/workforce development services.

No X Yes (If yes, please list name and relationship of individual)

NAME AND RELATIONSHIP

Cory Balthrop

APPLICANT NAME



APPLICANT SIGNATURE

Director, Environmental Health & Safety

APPLICANT TITLE

02/08/2023

DATE

ECONOMIC/WORKFORCE DEVELOPMENT CLAWBACK PROVISION

Foam Holdings, Inc. has accepted a Workforce Development Training Grant from Fairfield County for the time period of January 1, 2023 through October 31, 2025. The grant is for \$80,000. As part of this grant, Foam Holdings will be expanding its Alleguard operation in Lancaster, OH. With that expansion, 85 employees will be added from July 1, 2022 through December 31, 2024. New employees will receive training and current employees may need additional training based on skill needs. Foam Holdings, Inc. agrees to only submit a reimbursement request for those employees that successfully complete the training. Should Foam Holdings, Inc. request and receive grant funds for employee training wherein the employee did not successfully complete the training, then Foam Holdings, Inc. would be required to return the grant funds to Fairfield County. Foam Holdings, Inc. agrees that its employees in Fairfield County will reach 129 employees by December 31, 2024 and must provide documentation to Fairfield County Economic and Workforce Development showing this employment number on each of the following dates:

January 31, 2025

January 31, 2026

January 31, 2027

If Foam Holdings, Inc. fails to meet the employment commitment, Fairfield County may request any training funds from this grant be returned to Fairfield County. Failure to return the grant funds to Fairfield County under this provision shall result in Fairfield County exercising all legal remedies against Foam Holdings, Inc. to recoup these funds. If that occurs, Foam Holdings, Inc. shall be responsible for payment of Fairfield County's legal fees and costs, including attorney's fees.

I hereby agree to the terms of this agreement:

Cory Balthrop

APPLICANT NAME

Director, Environmental Health & Safety

APPLICANT TITLE

Cory Balthrop

APPLICANT SIGNATURE

02/08/2023

DATE

Fairfield County Workforce Development Training Grant Application

Company name: Fabricated Packaging Materials, Inc.

Company physical address: 2109 Commerce Street, Lancaster, OH 43130

Company SIC/NAICS Code or description of industry: 326140 Grant request amount: \$ 80,000

Applicant name: Cory Balthrop Date of application: January 3, 2023

Applicant phone: (615) 510-2060 E-Mail: cbalthrop@hunt-sol.com

Applicant relationship to company: Director; Environmental, Health & Safety

How long has the company been operating in Fairfield County: 33 years

Name of parent company, if applicable, and location of headquarters: Foam Holdings, Inc.,
6 Cadillac Dr, Brentwood TN 37027

If applicable, how long has the parent company been in business: 2 years

Is this request for retention (keep) of jobs or expansion (add new) of jobs: Expansion

Total full-time equivalent jobs (40 hours per week) at company's location in Fairfield County: 44

Number of new or retained full-time employees to be trained (also attach a position list with hourly pay): 85

Wage range of employees to be trained: \$15-53 Total additional payroll: \$2.8 million

Training Start and End Dates: 1/2023-10/2025 Training Grant Funds Requested: \$80,000

As part of your application, please provide the following:

- Overview of your expansion plans detailing investment, goals, and why you're requesting the grant.
- Budget and detail of training activities and costs of each activity.
- Dates and expenses associated with the training curriculum. The Fairfield County Department of Economic and Workforce Development will work with you to determine eligible expenses.

By signing below I understand that the training dollars can only be used for projects that train full-time employees at a business located within the political boundaries of Fairfield County. I acknowledge that the dollars will not be used to train any employees for a retail establishment and that I will make a concerted effort to hire and train residents of Fairfield County whenever possible. The grant is reimbursement based and I will provide any and all documentation requested by the Department of Economic and Workforce Development as part of this agreement. Grant agreement will contain a claw back provision where company will be required to keep the jobs at a location in Fairfield County for a set, agreed upon period of time and will be negotiated on a case-by-case basis.

Cory Balthrop

- **Overview of your expansion plans detailing investment, goals, and why you're requesting the grant.**

Foam Holdings, Inc., Inc. purchased Fabricated Packaging Materials, Inc. and its EPS Foam components manufacturing facility, Lancaster, Ohio in 2021. Foam Holdings, Inc. is considering making the Lancaster facility a key manufacturing center of the company to support Midwest sales. If approved, the project would include approximately \$1.5 M in capital investment, including lease costs and machinery and equipment, as well as the creation of 85 new, full-time jobs. As the company grows, leadership is continuously evaluating opportunities to lower operating costs and increase return on investment. Successful implementation of this project would position the facility well for future allocations of investment dollars.

- **Budget and detail of training activities and costs of each activity.**

See Exhibit A.

- **Dates and expenses associated with the training curriculum. The Fairfield County Department of Economic and Workforce Development will work with you to determine eligible expenses.**

See Exhibit A.

Lancaster Training Plan												
Name of Training	Category of Training	Brief Training Description	Target Audience	Trainer (internal or external)	Estimated Timing for Training	Estimated Hours per Employee	Actual Time to Complete	Estimated Course Cost	Number of Employees	Average Wages (\$perHR)	Labor Costs	Combined Cost
OSHA 10hr Training	Safety	Company Required - OSHA 10hr Safety Training	All Employees	External	Jan-23	10		\$ 9,050.00	63	\$ 18.00	\$ 11,340.00	\$ 20,390.00
Employee Engagment/Teambuilding	HR	Leadership and teambuilding training for all employee: Lean manufacturing training to improve operational processes and efficiency	All Employees	External	Every 6 Months beginning Feb 23	4		\$ 25,000.00	63	\$ 18.00	\$ 4,536.00	\$ 29,536.00
Lean Manufacturing Training	Operations	efficiency	All Employees	Internal	23-Mar	16		\$ 11,000.00	63	\$ 18.00	\$ 18,144.00	\$ 29,144.00
CPR & AED	Safety	Certified CPR & AED training	Volunteer Employees	External	23-Mar	4		\$ 500.00	8	\$ 18.00	\$ 576.00	\$ 1,076.00
5S Training (Quality)	Operations/Safety	Internal	All Employees	Internal	23-Apr	1		\$ 1,000.00	63	\$ 18.00	\$ 1,134.00	\$ 2,134.00
Maintenance Skills Training	Maintenance	Principals of Electrical, Hydraulics, Pnuematics	Maintenance Employees	External	23-May	4		\$ 3,500.00	4	\$ 25.00	\$ 400.00	\$ 3,900.00
Boiler Training	Maintenance	Fundamentals of Boiler maintenance and operation:	Maintenance Employees	External	23-May	8		\$ 5,000.00	4	\$ 25.00	\$ 800.00	\$ 5,800.00
Water Treatment	Maintenance	Water treatment maintenance for operations	Maintenance Employees	External	23-Jun	4		\$ 1,000.00	4	\$ 25.00	\$ 400.00	\$ 1,400.00
Fundamentals of EPS (Product Technology)	Operations	Introduction to the functions of EPS and Foam Manufacturing Proces: Guest Speaker sharing their experience and application to employees daily tasks	All Employees	Internal/External	All New Hire Orienatations	1		\$ 1,000.00	63	\$ 18.00	\$ 1,134.00	\$ 2,134.00
Operations Behavioral Improvements	Operations	tasks	All Employees	External	23-Jul	3		\$ 5,000.00	63	\$ 18.00	\$ 3,402.00	\$ 8,402.00
Salesforce	IT	Salesforce Certification	IT	External	23-Mar	2		\$ 1,000.00	10	\$ 18.00	\$ 360.00	\$ 1,360.00
New Hire Onboarding	Operations	All elements of onboarding processes focused on product and processes	All Employees	Internal	Weekly	4		\$ -	20	\$ 18.00	\$ 1,440.00	\$ 1,440.00
Supervisor Leadership Training	Operations	In depth leadership training focused on engagement and conflict resolution Supervisors Additional, non-required, training to raise employees risk awareness anc problem solving skills		External	Quarterly	8		\$ 5,000.00	4	\$ 25.00	\$ 800.00	\$ 5,800.00
Additional EHS fundamentals Training (Non-Compliance	Operations		All Employees	Internal	Quarterly	4		\$ -	63	\$ 18.00	\$ 4,536.00	\$ 4,536.00
											\$	112,516.00

Prosecutor's Approval Page

Resolution No.

A resolution to authorize an agreement with Alleguard for Workforce Training Grant funds

(Fairfield County Economic & Workforce Development)

Approved as to form on 2/13/2023 1:27:17 PM by Amy Brown-Thompson,



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

Resolution No. 2023-02.14.g

A resolution to authorize an agreement with Alleguard for Workforce Training Grant funds

(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.

A resolution authorizing the approval to extend the repayment date of advance of fund #2881 EV Charging Station fund

WHEREAS, the General Fund approved an advance of \$30,000.00 (resolution 2021-11.23.I) for Fund #2881, and

WHEREAS, reimbursement is in the process of being submitted, but not yet received monies; and

WHEREAS, the Economic & Workforce Development department would like to extend the repayment date to 4/15/2023; and

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' extend the repayment date to 4/15/23 for:

EV Charging Station Fund #2881 advance of \$30,000

Prepared by: Angel Conrad
cc: Economic & Workforce Development

Resolution No. 2023-02.14.h

A resolution authorizing the approval to extend the repayment date of advance of fund #2881 EV Charging Station fund

(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.

A resolution to approve a memo expense for W. Buckeye Lake/Ballard Lane expenses – Fairfield County Commissioners

WHEREAS, the Engineer's Office monitors the Ballard Lane ditch; and

WHEREAS, the Engineer's Office Motor Vehicle Fund# 2024 has incurred costs related to the Ballard Lane ditch; and

WHEREAS, the Ditch Maintenance fund# 2050, subfund# 2057 for West Buckeye Lake/Ballard Lane allows for expenses relating to the ditch; and

WHEREAS, a memo expenditure will reimburse the Motor Vehicle Fund for the expenses; 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 receipts:

\$ 8,416.28 16202401 434000 Motor Vehicle charges for services

This amount represents American Electric Power (AEP) expenses and other expenses related to the Ballard Lane ditch for dates of 03/22/22-01/23/23.

(See attached for detail)

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of contractual services.

Memo expenditure as referenced in attached supporting documentation:

Account: 30205700 530000

Amount: \$8,416.28

Prepared by: Julie Huggins

cc: Engineer

West Bank/Ballard Lane
Recap as of 03/22/22-01/23/23
Reimbursement to MV Fund

AEP	\$ 656.45
ANNUAL INSPECTION	\$ 198.46
AEP	\$ 421.77
PUMP CHECK AND SPRAYING	\$ 1,031.36
AEP	\$ 559.04
PUMP CHECK, WEEDEAT FENCE/BANK, GENERATOR SET UP DUE TO POWER FAILURE	\$ 1,418.50
AEP	\$ 728.99
AEP	\$ 129.97
AEP	\$ 375.77
CHECK BASINS/MOW/WEEDEAT	\$ 736.75
AEP	\$ 384.72
AEP	\$ 250.37
AEP	\$ 389.59
AEP	\$ 486.59
AEP	\$ 647.95
TOTAL	\$ 8,416.28

Cost Data Sheet

Date:	03/22/22	Location:	Ballard Lane			
Township:	WAL	Section				
		Phase				
		Code	2057			

Description of Work

Electric AEP

Materials

DESCRIPTION	Units	Price Ea.	Total	Invoice
4782 KWH	1	\$656.45	\$656.45	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				\$656.45

Equipment

Description	Miles *	Hours	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
TRUCKS		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					\$0.00

Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$0.00

Total Daily Cost

\$656.45

Sheet Completed By: C Slone

Cost Data Sheet					
Date:	04/05/22		Location:	Ballard Lane, West Bank	
Township:	wal				
			Section		
			Phase		
			Code	2057	

annual inspection							
t							

[illegible]

Description	Hours	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
TRUCKS	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
#49-odot#253	22	\$1.16	\$25.52	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				\$25.52

[illegible]

Sheet Completed By: RLape

Date:	04/21/22		Location:	Ballard Lane			
Township:	WAL						
			Section				
			Phase				
			Code	2057			

Electric AEP							
t							

DESCRIPTION	Units	Price Ea.	Total	Invoice
1498 KWH	1	\$421.77	\$421.77	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				\$421.77

Description	Hours	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
TRUCKS	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				\$0.00

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$0.00

Sheet Completed By: C Slone

Cost Data Sheet						
Date:	04/29/22		Location:	Ballard Lane west bank		
Township:	wal					
			Section			
			Phase			
			Code	2057		

Description of Work							
spot spray hemlock	5/23/22	check pump					
t							
5/5/22 check pump and spraying							
5/6/22 check pump							

Materials							
DESCRIPTION				Units	Price Ea.	Total	Invoice
				0	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
							\$0.00

Equipment				Miles *		
Description				Hours	Price Ea.	Total
#204-odot#893	fceo			3	\$57.98	\$173.94
#210-odot#893	fceo			3	\$57.98	\$173.94
					\$0.00	\$0.00
TRUCKS					\$0.00	\$0.00
					\$0.00	\$0.00
#49-odot#253*	fceo			65	\$1.16	\$75.40
#16-odot#221	fceo			24	\$0.61	\$14.64
#15-odot#221	fceo			1	\$12.78	\$12.78
					\$0.00	\$0.00
					\$0.00	\$0.00
						\$450.70

[illegible]

Sheet Completed By: RLape

Cost Data Sheet

Date:	05/20/22	Location:	Ballard Lane			
Township:	WAL	Section				
		Phase				
		Code	2057			

Description of Work

Electric AEP

Materials

DESCRIPTION	Units	Price Ea.	Total	Invoice
3686 KWH	1	\$559.04	\$559.04	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				\$559.04

Equipment

Description	Miles *	Hours	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
TRUCKS		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					\$0.00

Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$0.00

Total Daily Cost							\$559.04
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Sheet Completed By: C Slone

Cost Data Sheet						
Date:	06/07/22		Location:	Ballard lane west bank		
Township:	wal					
			Section			
			Phase			
			Code	2057		

Description of Work							
check and increase pump		6/14/22	increase pump			7/5/22	check and grease pump
t		6/15/22	set up generator due to power failure			7/11/22	fill hole on bank
6/7/22 set pump back		6/16/22	decrease pump				
		6/21/22	weedeat fence and banks				

[illegible]

Equipment				Miles *		
Description			Hours	Price Ea.	Total	Invoice
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
TRUCKS			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
#49-odot#253	miles		102	\$1.16	\$118.32	
#16-odot#221	miles		58	\$0.61	\$35.38	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
						\$153.70

[illegible]

Total Daily Cost							\$1,418.50
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Sheet Completed By: RLape

Cost Data Sheet

Date:	06/21/22		Location:	Ballard Lane		
Township:	WAL		Section			
			Phase			
			Code	2057		

Description of Work

Electric AEP

t

Materials

DESCRIPTION

5641 KWH

Units

Price Ea.

Total

Invoice

1

\$728.99

\$728.99

0

\$0.00

\$0.00

0

\$0.00

\$0.00

0

\$0.00

\$0.00

0

\$0.00

\$0.00

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\$0.00

\$0.00

0

\$0.00

\$0.00

0

\$0.00

\$0.00

0

\$0.00

\$0.00

\$728.99

Equipment

Description

Miles *

Hours

Price Ea.

Total

Invoice

0

\$0.00

\$0.00

0

\$0.00

\$0.00

0

\$0.00

\$0.00

TRUCKS

0

\$0.00

\$0.00

0

\$0.00

\$0.00

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\$0.00

\$0.00

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\$0.00

\$0.00

0

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\$0.00

\$0.00

0

\$0.00

\$0.00

\$0.00

Wages

Name

Hours

Rate

Wage

30% BWC

38% Overhead

Total

Invoice

0

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

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\$0.00

\$0.00

\$0.00

\$0.00

Total Daily Cost

\$728.99

Sheet Completed By: C Slone

Cost Data Sheet

Date:	07/21/22	Location:	Ballard Lane			
Township:	WAL					
		Section				
		Phase				
		Code	2057			

Description of Work

Electric AEP

t

Materials

DESCRIPTION

1268 KWH

Units

Price Ea.

Total

Invoice

1

\$129.97

\$129.97

0

\$0.00

\$0.00

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\$129.97

Equipment

Description

Miles *

Hours

Price Ea.

Total

Invoice

0

\$0.00

\$0.00

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TRUCKS

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Wages

Name

Hours

Rate

Wage

30% BWC

38% Overhead

Total

Invoice

0

\$0.00

\$0.00

\$0.00

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\$0.00

Total Daily Cost

\$129.97

Sheet Completed By: C Slone

Cost Data Sheet

Date:	08/19/22	Location:	Ballard Lane
Township:	WAL	Section	
		Phase	
		Code	2057

Description of Work

Electric AEP

t

Materials

DESCRIPTION	Units	Price Ea.	Total	Invoice
805 KWH	1	\$375.77	\$375.77	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				\$375.77

Equipment

Description	Miles *	Hours	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
TRUCKS		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					\$0.00

Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$0.00

Total Daily Cost						\$375.77
-------------------------	--	--	--	--	--	-----------------

Sheet Completed By: C Slone

Date:	08/30/22		Location:	west bank ballard ln		
Township:	wal					
			Section			
			Phase			
			Code	2057		

[illegible][illegible]

Description			Hours	Price Ea.	Total	Invoice
brush hog walk behind	taylor		0.5	\$110.00	\$55.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
#49-odot#253	miles		105	\$1.16	\$121.80	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
						\$176.80

[illegible]

\$736.75

02/14/2023

Cost Data Sheet

Date:	09/20/22	Location:	Ballard Lane
Township:	WAL	Section	
		Phase	
		Code	2057

Description of Work

Electric AEP

t

Materials

DESCRIPTION	Units	Price Ea.	Total	Invoice
715 KWH	1	\$384.72	\$384.72	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				\$384.72

Equipment

Description	Miles *	Hours	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
TRUCKS		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					\$0.00

Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$0.00

Total Daily Cost

\$384.72

Sheet Completed By: C Slone

Cost Data Sheet

Date:	10/19/22	Location:	Ballard Lane			
Township:	WAL	Section				
		Phase				
		Code	2057			

Description of Work

Electric AEP

Materials

DESCRIPTION	Units	Price Ea.	Total	Invoice
264 KWH	1	\$250.37	\$250.37	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				\$250.37

Equipment

Description	Miles *	Hours	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
TRUCKS		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					\$0.00

Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$0.00

Total Daily Cost

\$250.37

Sheet Completed By: C Slone

Cost Data Sheet

Date:	11/17/22	Location:	Ballard Lane			
Township:	WAL					
		Section				
		Phase				
		Code	2057			

Description of Work

Electric AEP

t

Materials

DESCRIPTION

655 KWH

Units

Price Ea.

Total

Invoice

1

\$389.59

\$389.59

0

\$0.00

\$0.00

0

\$0.00

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\$389.59

Equipment

Description

Miles *

Hours

Price Ea.

Total

Invoice

0

\$0.00

\$0.00

0

\$0.00

\$0.00

0

\$0.00

\$0.00

TRUCKS

0

\$0.00

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Wages

Name

Hours

Rate

Wage

30% BWC

38% Overhead

Total

Invoice

0

\$0.00

\$0.00

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\$0.00

Total Daily Cost

\$389.59

Sheet Completed By: C Slone

Cost Data Sheet

Date:	12/20/22	Location:	Ballard Lane		
Township:	WAL	Section			
		Phase			
		Code	2057		

Description of Work

Electric AEP

t

Materials

DESCRIPTION	Units	Price Ea.	Total	Invoice
2459 KWH	1	\$486.59	\$486.59	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				\$486.59

Equipment

Description	Miles *	Hours	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
TRUCKS		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					\$0.00

Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$0.00

Total Daily Cost

\$486.59

Sheet Completed By: C Slone

Cost Data Sheet

Date:	01/23/23	Location:	Ballard Lane
Township:	WAL	Section	
		Phase	
		Code	2057

Description of Work

Electric AEP

t

Materials

DESCRIPTION	Units	Price Ea.	Total	Invoice
3997 KWH	1	\$647.95	\$647.95	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				\$647.95

Equipment

Description	Miles *	Hours	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
TRUCKS		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					\$0.00

Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$0.00

Total Daily Cost

\$647.95

Sheet Completed By: C Slone



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

RECEIVED

MAR 30 2022

Amount due on or before April 13, 2022 **\$656.45**

Bill mailing date is Mar 22, 2022
Account #070-055-086-2-2

SERVICE ADDRESS: FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

CY 15



001784 3278308 000 01 001

MSP 106
00099668

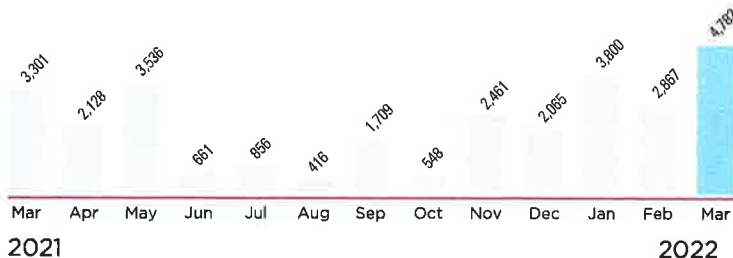


FAIRFIELD COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER OH 43130-8993

Notes from AEP Ohio:

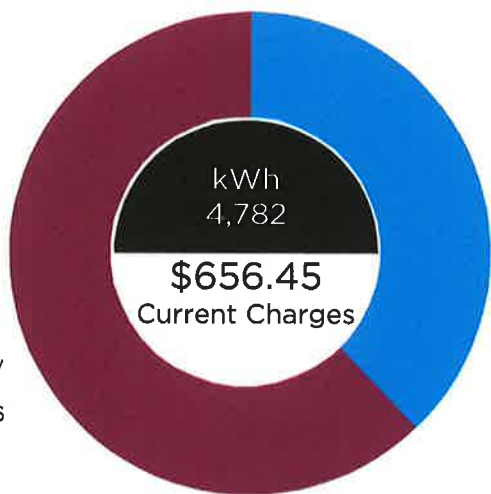
Your bill this month includes a deposit receipt. Please review the line items and please don't hesitate to contact us with questions!

Usage History (kWh):



Current bill summary:

Billing from 02/19/22 - 03/21/22 (31 days)



Supplier Charges
\$248.19

Methods of Payment

- aepohio.com
- PO Box 371496
Pittsburgh, PA 15250-7496
- 1-800-611-0964 (fee may apply)

Need to get in touch?

Customer Operations Center: 1-888-710-4237
Outages: AEPOhio.com/outages or 1-800-672-2231

Please tear on dotted line.

Thank you for your prompt payment. Please include your account number on your check and return this stub with your payment.

FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

Turn over for important information!



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

Make check payable and send to:
AMERICAN ELECTRIC POWER
PO BOX 371496
PITTSBURGH, PA 15250-7496



Inv# 07005508622

AMERICAN ELECTRIC POWER

02/19/2022 # Pages 4

PO# 22000847

\$656.45

FP4 DOC187S56460

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40826
Account #070-055-086-2-2
FAIRFIELD COUNTY ENGINEER
Amount due on or before April 13, 2022 **\$656.45**

Payment Amount \$

Pay \$666.66 after 04/13/2022

☐ The Neighbor to Neighbor program helps disadvantaged customers pay their electric bill. I want to help. My payment reflects my gift of \$

**Service Address:**

FAIRFIELD COUNTY ENGINEER
12820 W BANK DR NE
MILLERSPORT, OH 43046-9738

Account #070-055-086-2-2

RECEIVED

MAR 30 2022

FAIRFIELD COUNTY
ENGINEER

**Line Item Charges:**

Previous Charges	
Total Amount Due At Last Billing	\$ 1,010.98
Payment 03/16/22 - Thank You	-1,010.98
Previous Balance Due	\$.00*
Current AEP Ohio Charges	
Tariff 840 - Medium General Service 03/21/22	
Service Delivery Identifier: 00140060748138032	
Transmission Service	\$ 160.30
Distribution Service	238.56
Customer Charge	9.40
Current Electric Charges	\$ 408.26*

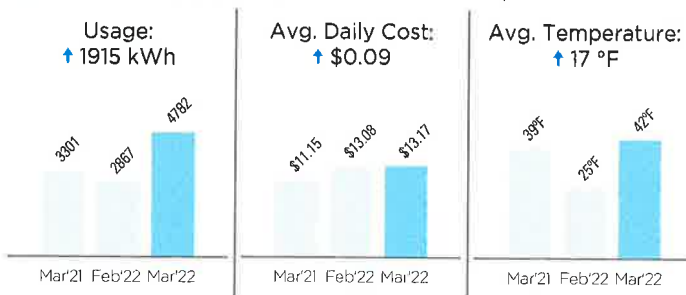


Current Dynegy Energy Services Charges (877-331-3045)	
Supplier Account Number - a0B1C00013EqdSUAS	
Service Delivery Identifier: 00140060748138032 03/21/22	
Generation: 4782 kWh @ \$0.0519	\$ 248.19
Current Supplier Balance Due	\$ 248.19*

Total Balance Due	\$ 656.45
*Charges make up the "Total Balance Due"	
Pay \$666.66 after 04/13/2022	

Usage Details:

↑↓Values reflect changes between current month and previous month.



Total usage for the past 12 months: 24,348 kWh

Average (Avg.) monthly usage: 2,029 kWh

Billed Usage 03/22				
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)		
4,782	-	-	-	4,782 kWh
23.840	-	-	-	23.800 kW

Meter Read Details:

Meter #683579690					
Previous	Type	Current	Type	Metered	Usage
23487	Actual	28269	Actual	4782	4,782 kWh
-	-	23.840	Actual	23.84	23.84 kW
Service Period 02/18 - 03/21				Multiplier 1	
Next scheduled read date should be between Apr 19 and Apr 22.					

Deposit Receipt:

The amount indicated below is a deposit to secure payment of bills for electric service. The deposit is refundable based on the "Deposit Policy" section of this receipt. While the deposit is being held, the electric service bills are to be paid regularly as rendered in accordance with Tariffs, Terms and Conditions of Service. This receipt is not transferable.

Customer Name: FAIRFIELD COUNTY ENGINEER
Mailing Address: 3026 W FAIR AVE
LANCASTER, OH 43130-8993
Account Number: 070-055-086-2-2
Area Office: 11510
Deposit Number: 070093238 4849 003 20220312
Deposit Date: 03/12/2022
Deposit Amount: \$151.00
Cashier Number: 920

THIS VOIDS AND REPLACES ANY TEMPORARY RECEIPT THAT MAY HAVE BEEN PREVIOUSLY ISSUED

Deposit Policy

The deposit amount will be applied to your final bill when your electric service is discontinued, or refunded when the following conditions are met:

- We have held your deposit for at least 24 months; and
- Ten of your past 12 bills have been paid by the due date; and
- None of your checks have been returned to us by the bank due to insufficient funds; and
- Your service has not been disconnected for nonpayment; and
- Your account has no past due amount at the time of review.

Interest at 3% per annum will be paid on any deposit from date paid. The amount of interest will be included, if applicable, in the total amount refunded to you or applied to your final bill when service is discontinued.

If you have any questions, at any time, about our deposit policy, please contact us.

PLEASE RETAIN THIS DEPOSIT RECEIPT FOR YOUR RECORDS.

Notes from AEP Ohio:



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

RECEIVED

APR 29 2022

FAIRFIELD COUNTY ENGINEER

Amount due on or before May 13, 2022 **\$421.77**

Bill mailing date is Apr 21, 2022
Account #070-055-086-2-2

SERVICE ADDRESS: FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

CY 15



003836 3340259 000 01 001

MSP 349
00083206

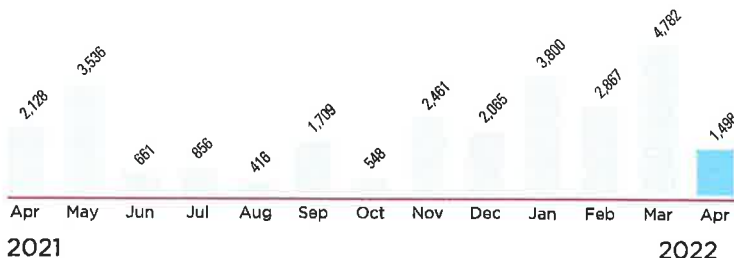


FAIRFIELD COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER OH 43130-8993

Notes from AEP Ohio:

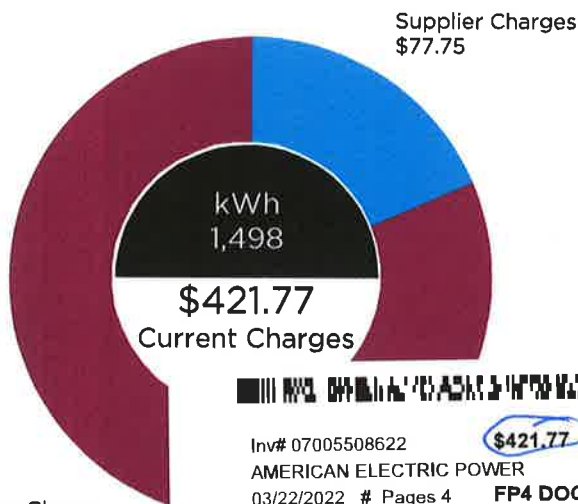
Make this bill the last one sent in the mail! Go paperless and get email alerts when your bill is ready. Sign up at AEPPaperless.com!

Usage History (kWh):



Current bill summary:

Billing from 03/22/22 - 04/20/22 (30 days)



Inv# 07005508622 **\$421.77**
AMERICAN ELECTRIC POWER
03/22/2022 # Pages 4 FP4 DOC188S15073
PO# 22000847

Methods of Payment

- aepohio.com
- PO Box 371496
Pittsburgh, PA 15250-7496
- 1-800-611-0964 (fee may apply)

Get in touch?

Operations Center: 1-888-710-4237
POhio.com/outages or 1-800-672-2231

Please tear on dotted line.

Thank you for your prompt payment. Please include your account number on your check and return this stub with your payment.

FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

E. M. Ly 5/2/22

Turn over for important information!

Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401



Make check payable and send to:
AMERICAN ELECTRIC POWER
PO BOX 371496
PITTSBURGH, PA 15250-7496



34402
Account #070-055-086-2-2
FAIRFIELD COUNTY ENGINEER
Amount due on or before May 13, 2022 **\$421.77**

Payment Amount \$

Pay \$430.37 after 05/13/2022

☐ The Neighbor to Neighbor program helps disadvantaged customers pay their electric bill. I want to help. My payment reflects my gift of \$_____

0000421770000430370100000000000700550862221041505015900007



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APR 29 2022

FAIRFIELD COUNTY
ENGINEER**Service Address:**FAIRFIELD COUNTY ENGINEER
12820 W BANK DR NE
MILLERSPORT, OH 43046-9738**Account #070-055-086-2-2****Line Item Charges:**

Previous Charges	
Total Amount Due At Last Billing	\$ 656.45
Payment 04/14/22 - Thank You	-656.45
Previous Balance Due	\$.00*
Current AEP Ohio Charges	
Tariff 840 - Medium General Service 04/20/22 Service Delivery Identifier: 00140060748138032	
Transmission Service	\$ 147.69
Distribution Service	186.93
Customer Charge	9.40
Current Electric Charges	\$ 344.02*



Current Dynegy Energy Services Charges (877-331-3045)	
Supplier Account Number - a0B1C000013EqdSUAS	
Service Delivery Identifier: 00140060748138032 04/20/22	
Generation: 1498 kWh @ \$0.0519	\$ 77.75
Current Supplier Balance Due	\$ 77.75*

Total Balance Due	\$ 421.77
*Charges make up the "Total Balance Due"	
Pay \$430.37 after 05/13/2022	

Usage Details:

↑↓Values reflect changes between current month and previous month.



Total usage for the past 12 months: 25,829 kWh

Average (Avg.) monthly usage: 2,152 kWh

Billed Usage 04/22				
Usage	Power Factor (100.0)	Power Factor Constant (.9510)	Meter Location Comp.	Billed Usage
1,498	-	-	-	1,498 kWh
19,873	-	-	-	19,900 kW

Meter Read Details:

Meter #683579690					
Previous	Type	Current	Type	Metered	Usage
28269	Actual	29767	Actual	1498	1,498 kWh
-	-	19.873	Actual	19.873	19.873 kW
Service Period 03/21 - 04/20				Multiplier 1	
Next scheduled read date should be between May 18 and May 23.					

Notes from AEP Ohio:

For Informational Purposes only: The below costs are NOT NEW CHARGES and are approximate values. AEP participates in programs required by the state of Ohio to support energy conservation and to secure renewable energy resources. For more information on energy efficiency programs, please visit www.AEPOhio.com/Save.

Renewable Programs: \$3.12

Energy Efficiency Programs: \$0.00

Peak Demand Reduction Programs: \$0.00

Stealing copper is illegal and can have deadly consequences. **Reporting copper theft** could save a life, so if you have any information, **please call 1-866-747-5845**.

You can obtain the brochure, "**Customer Handbook of Rights and Obligations**" by calling AEP at the number printed on this bill. This brochure includes information about customer rights and responsibilities as required by PUCO.

The Public Utilities Commission of Ohio, in case number 22-88-EL-RDR, approved AEP Ohio's request to adjust its Economic Development Rider (EDR) effective with this bill. The EDR supports industrial customers that retain and increase Ohio jobs. A residential customer using 1,000 kWh of electricity will see an increase of \$0.71 per month.

The Public Utilities Commission, in Case No. 22-41-EL-RDR, approved to adjust the Basic Transmission Cost Rider, effective with this bill. This rider, which is adjusted annually, recovers non-market based transmission charges. A residential customer using 1,000 kWh per month will see an increase of \$1.83 per month.

The Company will reinstate late payment fees effective with the due date of this bill. In order to avoid a late payment fee, the account will need to be current or a payment arrangement must be executed prior to the due date of this bill. In order to set up a payment arrangement please call 1-888-710-4237.

AEP now furnishes Commercial & Industrial payment histories to credit reporting agencies.

As a participant in the AEP Ohio Customer Choice Program, your electric energy is being supplied by **Dynegy Energy Services**. This bill reflects AEP Ohio charges for delivery of the electric and all electric energy supply charges AEP Ohio has received from your supplier as of the Billing Date shown on this bill. For questions about your electric energy supply charges please contact Dynegy Energy Services at (877)331-3045. Please note that failure to pay charges for competitive retail electric services (CRES) may result in loss of those products and services, the cancellation of your contract with the CRES provider and your return to AEP Ohio's Standard Offer for energy supply services.

Due date does not apply to previous balance due.



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

Amount due on or before June 13, 2022 **\$980.81**

Bill mailing date is May 20, 2022
Account #070-055-086-2-2

SERVICE ADDRESS: FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

CY 15



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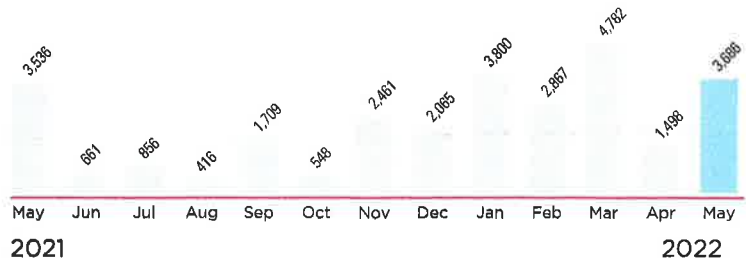


FAIRFIELD COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER OH 43130-8993

Notes from AEP Ohio:

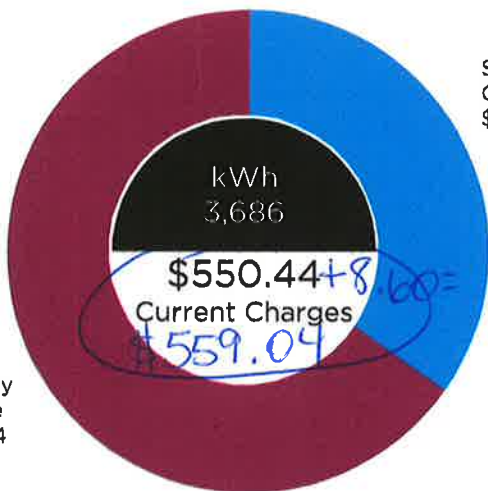
Make this bill the last one sent in the mail! Go paperless and get email alerts when your bill is ready. Sign up at AEPpaperless.com!

Usage History (kWh):



Current bill summary:

Billing from 04/21/22 - 05/19/22 (29 days)



Supplier Charges
\$191.30

Methods of Payment

- aepohio.com
- PO Box 371496
Pittsburgh, PA 15250-7496
- 1-800-611-0964 (fee may apply)

Need to get in touch?

Customer Operations Center: 1-888-710-4237
Outages: AEPOhio.com/outages or 1-800-672-2231

Please tear on dotted line.

Thank you for your prompt payment. Please include your account number on your check and return this stub with your payment.

FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

Turn over for important information!



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

35914
Account #070-055-086-2-2
FAIRFIELD COUNTY ENGINEER

Amount due on or before June 13, 2022 **\$980.81**

Payment Amount \$

Pay \$989.79 after 06/13/2022

Make check payable and send to:
AMERICAN ELECTRIC POWER
PO BOX 371496
PITTSBURGH, PA 15250-7496



☐ The **Neighbor to Neighbor** program helps disadvantaged customers pay their electric bill. I want to help. My payment reflects my gift of \$



Inv# 07005508622

AMERICAN ELECTRIC POWER

04/21/2022 # 4 Pages 3

PO# 22000847

\$559.04

FP3 DOC188S20156

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**Service Address:**

FAIRFIELD COUNTY ENGINEER
12820 W BANK DR NE
MILLERSPORT, OH 43046-9738

Account #070-055-086-2-2

**Line Item Charges:**

Previous Charges	
Total Amount Due At Last Billing	\$ 421.77
Late Payment Charge	8.60
Previous Balance Due	\$ 430.37*
Current AEP Ohio Charges	
Tariff 840 - Medium General Service 05/19/22 Service Delivery Identifier: 00140060748138032	
Transmission Service	\$ 147.88
Distribution Service	201.86
Customer Charge	9.40
Current Electric Charges	\$ 359.14*

**Current Dynegy Energy Services Charges (877-331-3045)**

Supplier Account Number - a0B1C000013EqdSUAS

Service Delivery Identifier: 00140060748138032 05/19/22

Generation: 3686 kWh @ \$0.0519 \$ 191.30

Current Supplier Balance Due **\$ 191.30***

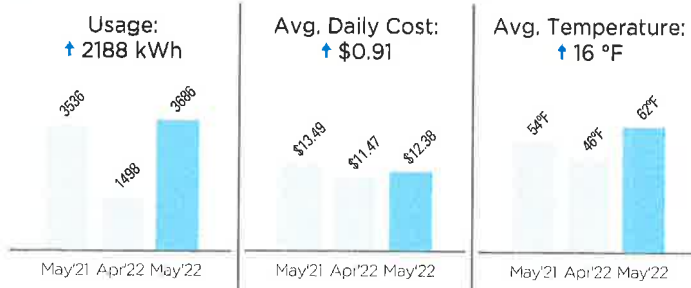
Total Balance Due **\$ 980.81**

*Charges make up the "Total Balance Due"

Pay \$989.79 after 06/13/2022

Usage Details:

↑↑Values reflect changes between current month and previous month.



Total usage for the past 12 months: 25,199 kWh

Average (Avg.) monthly usage: 2,100 kWh

Billed Usage 05/22

Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)		
3,686	-	-	-	3,686 kWh
19.830	-	-	-	19.800 kW

Meter Read Details:

Meter #683579690					
Previous	Type	Current	Type	Metered	Usage
29767	Actual	33453	Actual	3686	3,686 kWh
-	-	19.830	Actual	19.83	19.83 kW
Service Period 04/20 - 05/19				Multiplier 1	
Next scheduled read date should be between Jun 17 and Jun 22.					

Notes from AEP Ohio:

For Informational Purposes only: The below costs are NOT NEW CHARGES and are approximate values. AEP participates in programs required by the state of Ohio to support energy conservation and to secure renewable energy resources. For more information on energy efficiency programs, please visit www.AEPOhio.com/Save.

Renewable Programs: \$7.68

Energy Efficiency Programs: \$0.00

Peak Demand Reduction Programs: \$0.00

The Company will reinstate late payment fees effective with the due date of this bill. In order to avoid a late payment fee, the account will need to be current or a payment arrangement must be executed prior to the due date of this bill. In order to set up a payment arrangement please call 1-888-710-4237.

AEP now furnishes Commercial & Industrial payment histories to credit reporting agencies.

As a participant in the AEP Ohio Customer Choice Program, your electric energy is being supplied by **Dynegy Energy Services**. This bill reflects AEP Ohio charges for delivery of the electric and all electric energy supply charges AEP Ohio has received from your supplier as of the Billing Date shown on this bill. For questions about your electric energy supply charges please contact Dynegy Energy Services at (877)331-3045. Please note that failure to pay charges for competitive retail electric services (CRES) may result in loss of those products and services, the cancellation of your contract with the CRES provider and your return to AEP Ohio's Standard Offer for energy supply services.

Due date does not apply to previous balance due.

Supplier Message(s)

We appreciate your business. Visit our website for energy-saving tips.

End Supplier Message(s)

Enjoy the benefits of constant connection. Download our mobile app today, at Google Play and iTunes stores.

Register for online services at www.AEPOhio.com. Registration is **free and easy** and gives you the convenience of 24-hour access to your account. You can sign up for paperless billing, view your bill, check your usage, update your contact information, and much more.



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

RECEIVED

Amount due on or before
July 13, 2022

\$728.99

JUL 07 2022

Bill mailing date is Jun 21, 2022
Account #070-055-086-2-2

FAIRFIELD COUNTY
ENGINEER

SERVICE ADDRESS: FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

CY 15



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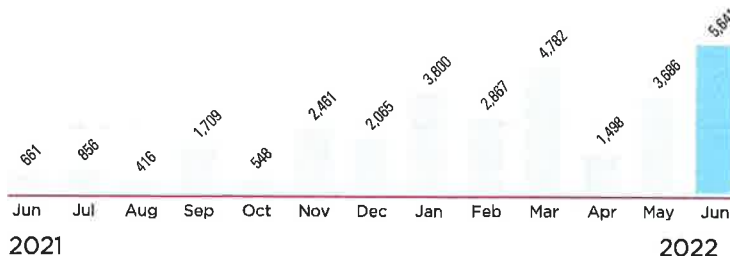


FAIRFIELD COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER OH 43130-8993

Notes from AEP Ohio:

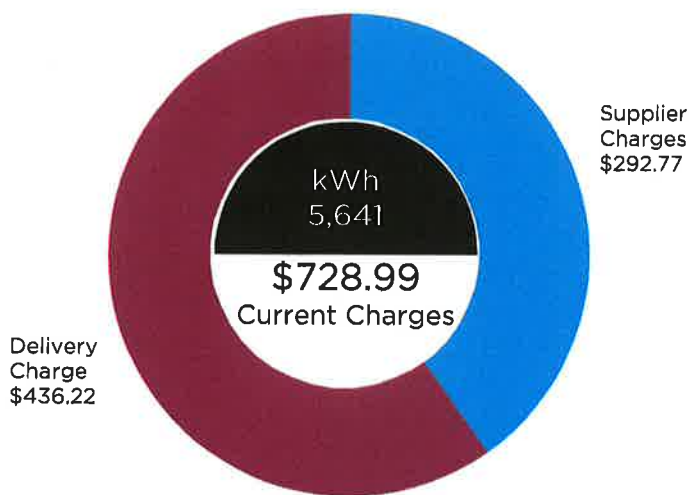
Make this bill the last one sent in the mail! Go paperless and get email alerts when your bill is ready. Sign up at AEPPaperless.com!

Usage History (kWh):



Current bill summary:

Billing from 05/20/22 - 06/20/22 (32 days)



Methods of Payment

- aepohio.com
- PO Box 371496
Pittsburgh, PA 15250-7496
- 1-800-611-0964 (fee may apply)

Need to get in touch?

Customer Operations Center: 1-888-710-4237
Outages: AEPOhio.com/outages or 1-800-672-2231



Inv# 07005508622
AMERICAN ELECTRIC POWER
05/20/2022 # Pages 3
PO# 22000847

\$728.99

FP3 DOC191S1425

Please tear on dotted line.

Thank you for your prompt payment. Please include your account number on your check and return this stub with your payment.

FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

Make check payable and send to:
AMERICAN ELECTRIC POWER
PO BOX 371496
PITTSBURGH, PA 15250-7496



43622
Account #070-055-086-2-2
FAIRFIELD COUNTY ENGINEER
Amount due on or before
July 13, 2022 **\$728.99**

Payment Amount \$

Pay \$739.90 after 07/13/2022

☐ The Neighbor to Neighbor program helps disadvantaged customers pay their electric bill. I want to help. My payment reflects my gift of \$

00007289900007399001000000000000700550862221061507015900006

**Service Address:**

FAIRFIELD COUNTY ENGINEER
12820 W BANK DR NE
MILLERSPORT, OH 43046-9738

Account #070-055-086-2-2

RECEIVED

JUL 07 2022

FAIRFIELD COUNTY
ENGINEER

**Line Item Charges:**

Previous Charges	
Total Amount Due At Last Billing	\$ 980.81
Payment 06/01/22 - Thank You	-421.77
Payment 06/16/22 - Thank You	-559.04
Previous Balance Due	\$.00*
Current AEP Ohio Charges	
Tariff 840 - Medium General Service 06/20/22	
Service Delivery Identifier: 00140060748138032	
Transmission Service	\$ 177.52
Distribution Service	249.30
Customer Charge	9.40
Current Electric Charges	\$ 436.22*

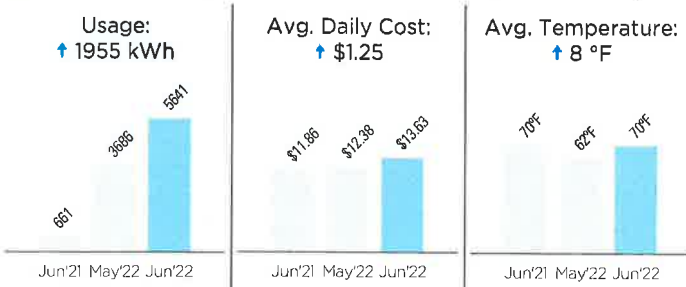


Current Dynegy Energy Services Charges (877-331-3045)	
Supplier Account Number - a0B1C000013EqdSUAS	
Service Delivery Identifier: 00140060748138032 06/20/22	
Generation: 5641 kWh @ \$0.0519	\$ 292.77
Current Supplier Balance Due	\$ 292.77*

Total Balance Due	\$ 728.99
*Charges make up the "Total Balance Due"	
Pay \$739.90 after 07/13/2022	

Usage Details:

↑↓Values reflect changes between current month and previous month.



Total usage for the past 12 months: 25,349 kWh

Average (Avg.) monthly usage: 2,112 kWh

Billed Usage 06/22				
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)		
5,641	-	-	-	5,641 kWh
23.684	-	-	-	23.700 kW

Meter Read Details:

Meter #683579690					
Previous	Type	Current	Type	Metered	Usage
33453	Actual	39094	Actual	5641	5,641 kWh
-	-	23.684	Actual	23.684	23.684 kW
Service Period 05/19 - 06/20				Multiplier 1	
Next scheduled read date should be between Jul 19 and Jul 22 .					

Notes from AEP Ohio:

For Informational Purposes only: The below costs are NOT NEW CHARGES and are approximate values. AEP participates in programs required by the state of Ohio to support energy conservation and to secure renewable energy resources. For more information on energy efficiency programs, please visit www.AEPOhio.com/Save.

Renewable Programs: \$11.76

Energy Efficiency Programs: \$0.00

Peak Demand Reduction Programs: \$0.00

In Case No. 16-1852-EL-SSO, the Public Utilities Commission of Ohio approved the Ohio Power Company's Smart City rider. This rider allows the Company to recover costs associated with Smart City technologies. A residential customer will see an increase of \$0.06 per month.

In Case Nos. 16-1852-EL-SSO and 19-1475-EL-RDR, the Public Utilities Commission of Ohio approved adjustments to Ohio Power Company's gridSMART rider. This rider allows the Company to recover costs for grid modernization projects. A residential customer using 1,000 kWh per month will see an increase of \$0.32 per month.

The Company will reinstate late payment fees effective with the due date of this bill. In order to avoid a late payment fee, the account will need to be current or a payment arrangement must be executed prior to the due date of this bill. In order to set up a payment arrangement please call 1-888-710-4237.

AEP now furnishes Commercial & Industrial payment histories to credit reporting agencies.

As a participant in the AEP Ohio Customer Choice Program, your electric energy is being supplied by **Dynegy Energy Services**. This bill reflects AEP Ohio charges for delivery of the electric and all electric energy supply charges AEP Ohio has received from your supplier as of the Billing Date shown on this bill. For questions about your electric energy supply charges please contact Dynegy Energy Services at (877)331-3045. Please note that failure to pay charges for competitive retail electric services (CRES) may result in loss of those products and services, the cancellation of your contract with the CRES provider and your return to AEP Ohio's Standard Offer for energy supply services.

Due date does not apply to previous balance due.

AEP will no longer remit payment to your previous provider after July 20, 2022

Supplier Message(s)

We appreciate your business. Visit our website for energy-saving tips.

End Supplier Message(s)

Enjoy the benefits of constant connection. Download our mobile app today, at Google Play and iTunes stores.



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

RECEIVED

JUL 28 2022

FAIRFIELD COUNTY
ENGINEER

Amount due on or before August 12, 2022 **\$129.97**

Bill mailing date is Jul 21, 2022
Account #070-055-086-2-2

SERVICE ADDRESS: FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

CY 15



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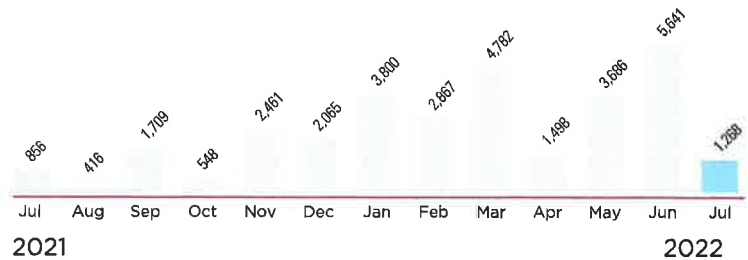


FAIRFIELD COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER OH 43130-8993

Notes from AEP Ohio:

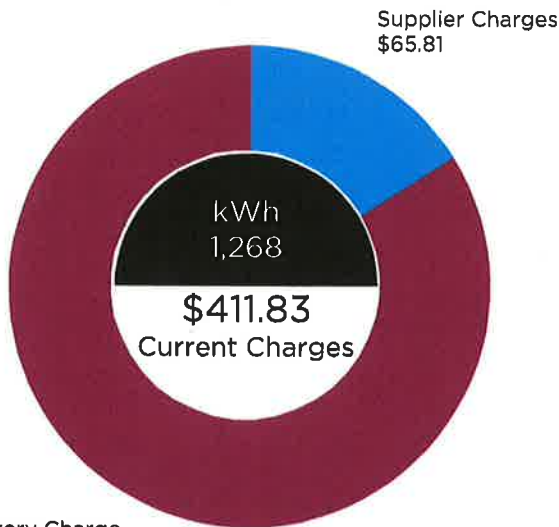
Make this bill the last one sent in the mail! Go paperless and get email alerts when your bill is ready. Sign up at AEPPaperless.com

Usage History (kWh):



Current bill summary:

Billing from 06/21/22 - 07/20/22 (30 days)



Delivery Charge
\$346.02

Methods of Payment

- aepohio.com
- PO Box 371496
Pittsburgh, PA 15250-7496
- 1-800-611-0964 (fee may apply)

Need to get in touch?

Customer Operations Center: 1-888-710-4237
Outages: AEPOhio.com/outages or 1-800-672-2231

**Incorrectly billed US June 2022. Correcting Error. 7/29/22 CMS*

Please tear on dotted line.

Turn over for important information!

Thank you for your prompt payment. Please include your account number on your check and return this stub with your payment.

FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

Inv# 07005508622 **\$129.97**
AMERICAN ELECTRIC POWER
06/21/2022 # Pages 2 **FP2 DOC191S13239**
PO# 22000847

34602
Account #070-055-086-2-2
FAIRFIELD COUNTY ENGINEER
due on or before August 12, 2022 **\$129.97**

Payment Amount \$

Pay \$131.57 after 08/12/2022

Make check payable and send to:
AMERICAN ELECTRIC POWER
PO BOX 371496
PITTSBURGH, PA 15250-7496



☐ The **Neighbor to Neighbor** program helps disadvantaged customers pay their electric bill. I want to help. My payment reflects my gift of \$_____

000012997000013157010000000000700550862221071408015900009



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JUL 28 2022

FAIRFIELD COUNTY
ENGINEER**Service Address:**FAIRFIELD COUNTY ENGINEER
12820 W BANK DR NE
MILLERSPORT, OH 43046-9738**Account #070-055-086-2-2****Line Item Charges:**

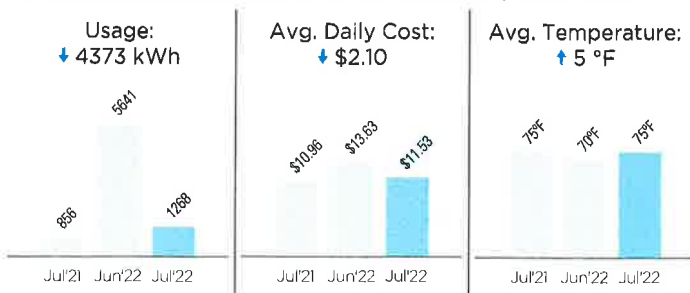
Previous Charges	
Total Amount Due At Last Billing	\$ 728.99
Payment 07/21/22 - Thank You	-728.99
Late Payment Charge	10.91
Transfer To Previous Provider To Collect	-292.77
Previous Balance Due	\$ -281.86*
Current AEP Ohio Charges	
Tariff 840 - Medium General Service 07/20/22	
Service Delivery Identifier: 00140060748138032	
Transmission Service	\$ 149.08
Distribution Service	187.54
Customer Charge	9.40
Current Electric Charges	\$ 346.02*



Current Dynegy Charges (877-331-3045)	
Supplier Account Number - a0B1C000013EqdSUAS	
Service Delivery Identifier: 00140060748138032 07/20/22	
Generation: 1268 kWh @ \$0.0519	\$ 65.81
Current Supplier Balance Due	\$ 65.81*
Total Balance Due	\$ 129.97
*Charges make up the "Total Balance Due"	
Pay \$131.57 after 08/12/2022	

Usage Details:

↑↓Values reflect changes between current month and previous month.



Total usage for the past 12 months: 30,329 kWh

Average (Avg.) monthly usage: 2,527 kWh

Billed Usage 07/22				
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)		
1,268	-	-	-	1,268 kWh
20.101	-	-	-	20.100 kW

Meter Read Details:

Meter #683579690					
Previous	Type	Current	Type	Metered	Usage
39094	Actual	40362	Actual	1268	1,268 kWh
-	-	20.101	Actual	20.101	20.101 kW
Service Period 06/20 - 07/20				Multiplier 1	
Next scheduled read date should be between Aug 17 and Aug 22.					

Notes from AEP Ohio:

For Informational Purposes only: The below costs are NOT NEW CHARGES and are approximate values. AEP participates in programs required by the state of Ohio to support energy conservation and to secure renewable energy resources. For more information on energy efficiency programs, please visit www.AEPOhio.com/Save.

Renewable Programs: \$2.64

Energy Efficiency Programs: \$0.00

Peak Demand Reduction Programs: \$0.00

In the Company's most recent distribution case, the PUCO granted approval of the Pilot Throughput Balancing Adjustment Rider (PTBAR). The PTBAR ensures that the actual kWh base distribution revenue collected from Residential and small Commercial customers equals the amount authorized and does not vary as a result of usage. Effective with this bill a residential customer using 1,000 kWh of electricity will see a change of \$0.00 per month.

In Case No. 19-1808-EL-UNC, the Commission approved the Legacy Generation Resource Rider to collect or pass back the difference between total cost and revenues associated with legacy generation resources of AEP Ohio. This Rider replaces the current Purchase Power Agreement Rider. A residential Customer using 1,000 kWh of electricity will see a decrease of \$0.68.

The Company will reinstate late payment fees effective with the due date of this bill. In order to avoid a late payment fee, the account will need to be current or a payment arrangement must be executed prior to the due date of this bill. In order to set up a payment arrangement please call 1-888-710-4237.

AEP now furnishes Commercial & Industrial payment histories to credit reporting agencies.

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Due date does not apply to previous balance due.

Supplier Message(s)

We appreciate your business. Visit our website for energy-saving tips.

End Supplier Message(s)

Enjoy the benefits of constant connection. Download our mobile app today, at Google Play and iTunes stores.



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

Amount due on or before **\$375.77**
September 12, 2022

Bill mailing date is Aug 19, 2022
Account #070-055-086-2-2

SERVICE ADDRESS: FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

CY 15



001575 3623147 000 01 001

MSP 226
00053975

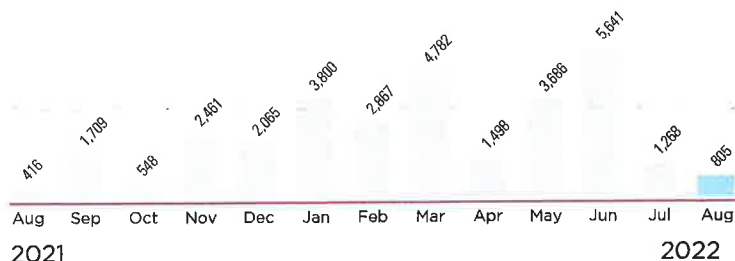


FAIRFIELD COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER OH 43130-8993

Notes from AEP Ohio:

Make this bill the last one sent in the mail! Go paperless and get email alerts when your bill is ready. Sign up at AEPPaperless.com!

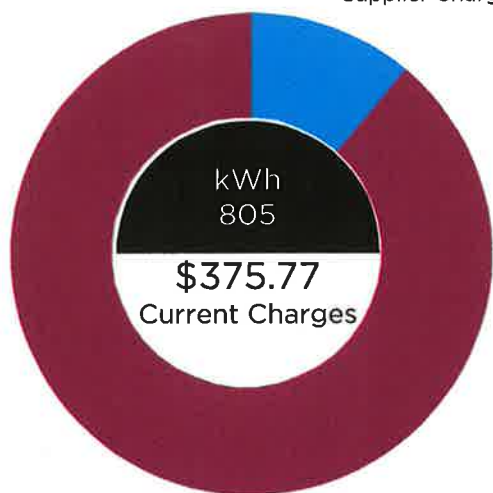
Usage History (kWh):



Current bill summary:

Billing from 07/21/22 - 08/18/22 (29 days)

Supplier Charges \$41.78



Delivery Charge \$333.99

Methods of Payment



aepohio.com



PO Box 371496
Pittsburgh, PA 15250-7496



1-800-611-0964 (fee may apply)

Need to get in touch?

Customer Operations Center: 1-888-710-4237

Outages: AEPOhio.com/outages or 1-800-672-2231

ETM 8/30/22

Please tear on dotted line.

Turn over for important information!

Thank you for your prompt payment. Please include your account number on your check and return this stub with your payment.

FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738



Non-Payment
PO BOX 24401
CANTON, OH



Inv# 070-055-086-2-2 **\$375.77**
AMERICAN ELECTRIC POWER
07/21/2022 # Pages 3 **FP3 DOC192S2004**
PO# 22000847

Make check payable and send to:
AMERICAN ELECTRIC POWER
PO BOX 371496
PITTSBURGH, PA 15250-7496



33399

Account #070-055-086-2-2
FAIRFIELD COUNTY ENGINEER

Amount due on or before **\$375.77**
September 12, 2022

Payment Amount \$

Pay \$384.12 after 09/12/2022

☐ The **Neighbor to Neighbor** program helps disadvantaged customers pay their electric bill. I want to help. My payment reflects my gift of \$ _____

000037577000038412010000000000700550862219081409015900000

**Service Address:**

FAIRFIELD COUNTY ENGINEER
12820 W BANK DR NE
MILLERSPORT, OH 43046-9738

Account #070-055-086-2-2

**Line Item Charges:**

Previous Charges	
Total Amount Due At Last Billing	\$ 129.97
Payment 08/18/22 - Thank You	-129.97
Previous Balance Due	\$.00*
Current AEP Ohio Charges	
Tariff 840 - Medium General Service 08/18/22	
Service Delivery Identifier: 00140060748138032	
Transmission Service	\$ 147.40
Distribution Service	177.19
Customer Charge	9.40
Current Electric Charges	\$ 333.99*

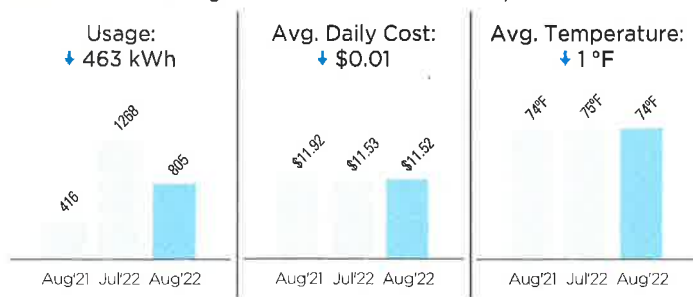


Current Dynegy Charges (877-331-3045)	
Supplier Account Number - a0B1C000013EqdSUAS	
Service Delivery Identifier: 00140060748138032 08/18/22	
Generation: 805 kWh @ \$0.0519	\$ 41.78
Current Supplier Balance Due	\$ 41.78*

Total Balance Due	\$ 375.77
*Charges make up the "Total Balance Due"	
Pay \$384.12 after 09/12/2022	

Usage Details:

↑↓ Values reflect changes between current month and previous month.



Total usage for the past 12 months: 30,741 kWh

Average (Avg.) monthly usage: 2,562 kWh

Billed Usage 08/22				
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)		
805	-	-	-	805 kWh
19.938	-	-	-	19.900 kW

Meter Read Details:

Meter #683579690					
Previous	Type	Current	Type	Metered	Usage
40362	Actual	41167	Actual	805	805 kWh
-	-	19.938	Actual	19.938	19.938 kW
Service Period 07/20 - 08/18				Multiplier 1	
Next scheduled read date should be between Sep 16 and Sep 21.					

Notes from AEP Ohio:

For Informational Purposes only: The below costs are NOT NEW CHARGES and are approximate values. AEP participates in programs required by the state of Ohio to support energy conservation and to secure renewable energy resources. For more information on energy efficiency programs, please visit www.AEPOhio.com/Save.

Renewable Programs: \$1.68
Energy Efficiency Programs: \$0.00
Peak Demand Reduction Programs: \$0.00

In Case No. 12-2627-EL-RDR, the PUCO approved an adjustment to the Distribution Investment Rider, effective with this bill. This rider, which is adjusted quarterly, recovers capital costs associated with distribution infrastructure. A residential customer using 1,000 kWh per month will see a decrease of \$1.39 per month.

The Company will reinstate late payment fees effective with the due date of this bill. In order to avoid a late payment fee, the account will need to be current or a payment arrangement must be executed prior to the due date of this bill. In order to set up a payment arrangement please call 1-888-710-4237.

AEP now furnishes Commercial & Industrial payment histories to credit reporting agencies.

As a participant in the AEP Ohio Customer Choice Program, your electric energy is being supplied by **Dynegy**. This bill reflects AEP Ohio charges for delivery of the electric and all electric energy supply charges AEP Ohio has received from your supplier as of the Billing Date shown on this bill. For questions about your electric energy supply charges please contact Dynegy at (877)331-3045. Please note that failure to pay charges for competitive retail electric services (CRES) may result in loss of those products and services, the cancellation of your contract with the CRES provider and your return to AEP Ohio's Standard Offer for energy supply services.

Due date does not apply to previous balance due.

Supplier Message(s)

We appreciate your business. Visit our website for energy-saving tips.

End Supplier Message(s)

Enjoy the benefits of constant connection. Download our mobile app today, at Google Play and iTunes stores.



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

Amount due on or before **\$384.72**
October 12, 2022

Bill mailing date is **Sep 20, 2022**
Account #070-055-086-2-2

SERVICE ADDRESS: FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

CY 15



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MSP 312
00077453



FAIRFIELD COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER OH 43130-8993

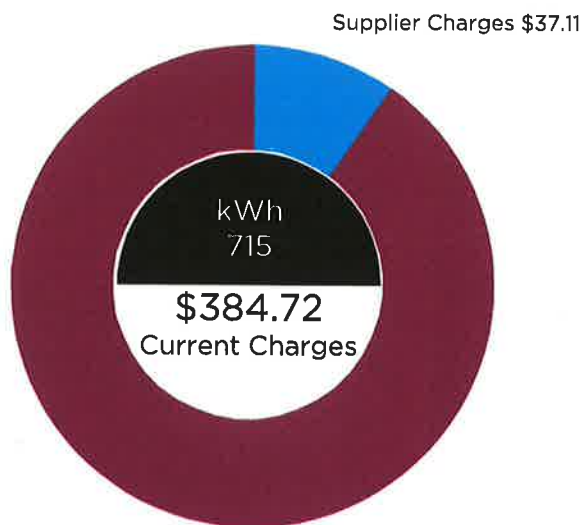
RECEIVED

SEP 27 2022

FAIRFIELD COUNTY
ENGINEER

Current bill summary:

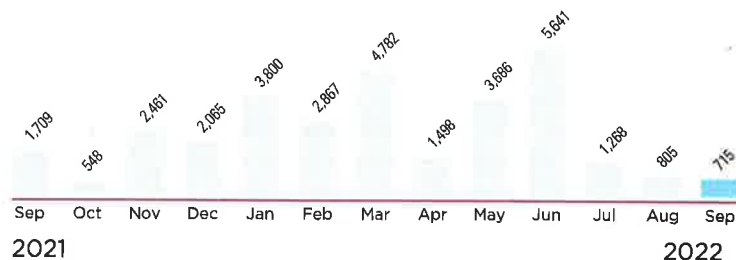
Billing from 08/19/22 - 09/19/22 (32 days)



Notes from AEP Ohio:

Make this bill the last one sent in the mail! Go paperless and get email alerts when your bill is ready. Sign up at AEPPaperless.com!

Usage History (kWh):



Methods of Payment

- aepohio.com
- PO Box 371496
Pittsburgh, PA 15250-7496
- 1-800-611-0964 (fee may apply)

Need to get in touch?

Customer Operations Center: 1-888-710-4237
Outages: AEPOhio.com/outages or 1-800-672-2231

Please tear on dotted line.

Thank you for your prompt payment. Please include your account number on your check and return this stub with your payment.

FAIRFIELD COUNTY ENGI



-9738



Non-Payment/Retu
PO BOX 24401
CANTON, OH 4470

Inv# 070-055-086-2-2 **\$384.72**
AMERICAN ELECTRIC POWER
08/19/2022 # Pages 4 **FP4 DOC194S653**
PO# 22000847

Make check payable and send to:
AMERICAN ELECTRIC POWER
PO BOX 371496
PITTSBURGH, PA 15250-7496



Turn over for important information!

34761
Account #070-055-086-2-2
FAIRFIELD COUNTY ENGINEER

Amount due on or before **\$384.72**
October 12, 2022

Payment Amount \$

Pay \$393.41 after 10/12/2022

☐ The **Neighbor to Neighbor** program helps disadvantaged customers pay their electric bill. I want to help. My payment reflects my gift of \$_____

0000384720000393410100000000000700550862220091410015900002

**Service Address:**

FAIRFIELD COUNTY ENGINEER
12820 W BANK DR NE
MILLERSPORT, OH 43046-9738

Account #070-055-086-2-2

**Line Item Charges:**

Previous Charges		
Total Amount Due At Last Billing	\$	375.77
Payment 09/16/22 - Thank You		-375.77
Previous Balance Due	\$.00*
Current AEP Ohio Charges		
Tariff 840 - Medium General Service 09/19/22		
Service Delivery Identifier: 00140060748138032		
Transmission Service	\$	151.06
Distribution Service		187.15
Customer Charge		9.40
Current Electric Charges	\$	347.61*

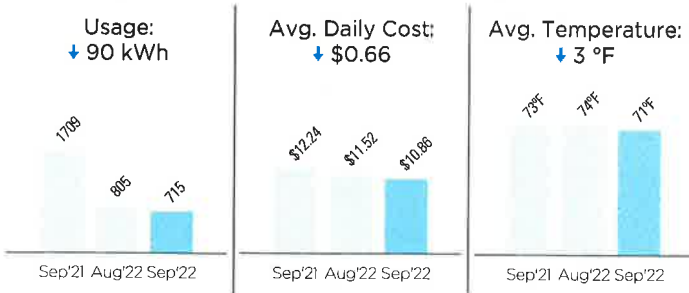


Current Dynegy Charges (877-331-3045)		
Supplier Account Number - aOB1C000013EqdSUAS		
Service Delivery Identifier: 00140060748138032 09/19/22		
Generation: 715 kWh @ \$0.0519	\$	37.11
Current Supplier Balance Due	\$	37.11*

Total Balance Due	\$	384.72
*Charges make up the "Total Balance Due"		
Pay \$393.41 after 10/12/2022		

Usage Details:

↑↑Values reflect changes between current month and previous month.



Total usage for the past 12 months: 31,130 kWh

Average (Avg.) monthly usage: 2,594 kWh

Billed Usage 09/22				
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)		
715	-	-	-	715 kWh
20.419	-	-	-	20.400 kW

Meter Read Details:

Meter #683579690					
Previous	Type	Current	Type	Metered	Usage
41167	Actual	41882	Actual	715	715 kWh
-	-	20.419	Actual	20.419	20.419 kW
Service Period 08/18 - 09/19				Multiplier 1	
Next scheduled read date should be between Oct 17 and Oct 20.					

Notes from AEP Ohio:

For Informational Purposes only: The below costs are NOT NEW CHARGES and are approximate values. AEP participates in programs required by the state of Ohio to support energy conservation and to secure renewable energy resources. For more information on energy efficiency programs, please visit www.AEPOhio.com/Save.

Renewable Programs: \$1.49
Energy Efficiency Programs: \$0.00
Peak Demand Reduction Programs: \$0.00

In Case Nos. 16-1852-EL-SSO and 19-1475-EL-RDR, the Public Utilities Commission of Ohio approved adjustments to Ohio Power Company's gridSMART rider. This rider allows the Company to recover costs for grid modernization projects. A residential customer using 1,000 kWh per month will see an increase of \$0.04 per month.

In Case No. 16-1852-EL-SSO, the Public Utilities Commission of Ohio approved the Ohio Power Company's Smart City rider. This rider allows the Company to recover costs associated with Smart City technologies. A residential customer will see an increase of \$0.06 per month.

In Case No. 12-2627-EL-RDR, the PUCO approved an adjustment to the Distribution Investment Rider, effective with this bill. This rider, which is adjusted quarterly, recovers capital costs associated with distribution infrastructure. A residential customer using 1,000 kWh per month will see an increase of \$1.44 per month.

The Company will reinstate late payment fees effective with the due date of this bill. In order to avoid a late payment fee, the account will need to be current or a payment arrangement must be executed prior to the due date of this bill. In order to set up a payment arrangement please call 1-888-710-4237.

AEP now furnishes Commercial & Industrial payment histories to credit reporting agencies.

As a participant in the AEP Ohio Customer Choice Program, your electric energy is being supplied by **Dynegy**. This bill reflects AEP Ohio charges for delivery of the electric and all electric energy supply charges AEP Ohio has received from your supplier as of the Billing Date shown on this bill. For questions about your electric energy supply charges please contact Dynegy at (877)331-3045. Please note that failure to pay charges for competitive retail electric services (CRES) may result in loss of those products and services, the cancellation of your contract with the CRES provider and your return to AEP Ohio's Standard Offer for energy supply services.

Due date does not apply to previous balance due.

Supplier Message(s)

We appreciate your business. Visit our website for energy-saving tips.

End Supplier Message(s)



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

Amount due on or before **\$250.37**
November 10, 2022

Bill mailing date is **Oct 19, 2022**
Account #070-055-086-2-2

SERVICE ADDRESS: FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

CY 15



001062 3763101 000 01 001

MSP 142
00032188

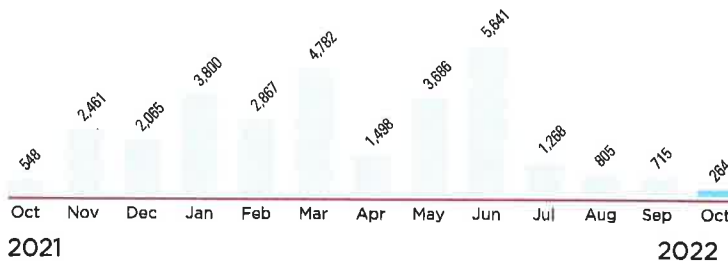


FAIRFIELD COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER OH 43130-8993

Notes from AEP Ohio:

Make this bill the last one sent in the mail! Go paperless and get email alerts when your bill is ready. Sign up at AEPPaperless.com!

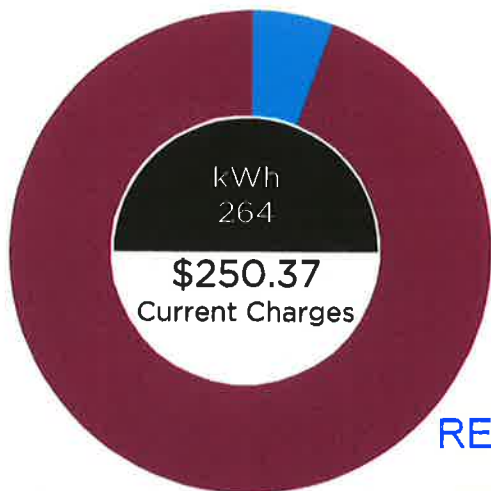
Usage History (kWh):



Current bill summary:

Billing from **09/20/22** - 10/18/22 (29 days)

Supplier Charges \$13.70



Delivery Charge \$236.67

RECEIVED

OCT 24 2022

FAIRFIELD COUNTY
ENGINEER

Methods of Payment



aepohio.com



PO Box 371496
Pittsburgh, PA 15250-7496



1-800-611-0964 (fee may apply)

Need to get in touch?

Customer Operations Center: 1-888-710-4237

Outages: AEPOhio.com/outages or 1-800-672-2231

Please tear on dotted line.

Turn over for important information!

Thank you for your prompt payment. Please include your account number on your check and return this stub with your payment.

FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

Make check payable and send to:
AMERICAN ELECTRIC POWER
PO BOX 371496
PITTSBURGH, PA 15250-7496



23667

Account #070-055-086-2-2
FAIRFIELD COUNTY ENGINEER

Amount due on or before **\$250.37**
November 10, 2022

Payment Amount \$

Pay \$256.29 after 11/10/2022

☐ The **Neighbor to Neighbor** program helps disadvantaged customers pay their electric bill. I want to help. My payment reflects my gift of \$_____

0000250370000256290100000000000700550862219101211015900008

**Service Address:**

FAIRFIELD COUNTY ENGINEER
12820 W BANK DR NE
MILLERSPORT, OH 43046-9738

Account #070-055-086-2-2

Line Item Charges:

Previous Charges		
Total Amount Due At Last Billing	\$	384.72
Payment 10/14/22 - Thank You		-384.72
Previous Balance Due	\$.00*
Current AEP Ohio Charges		
Tariff 840 - Medium General Service 10/18/22		
Service Delivery Identifier: 00140060748138032		
Transmission Service	\$	99.88
Distribution Service		127.39
Customer Charge		9.40
Current Electric Charges	\$	236.67*

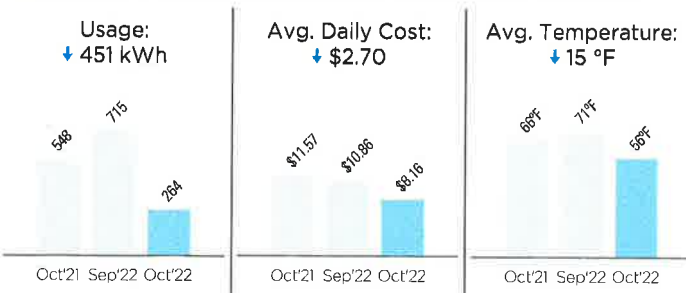


Current Dynegy Charges (877-331-3045)		
Supplier Account Number - a0B1C000013EqdSUAS		
Service Delivery Identifier: 00140060748138032 10/18/22		
Generation: 264 kWh @ \$0.0519	\$	13.70
Current Supplier Balance Due	\$	13.70*

Total Balance Due	\$	250.37
*Charges make up the "Total Balance Due"		
Pay \$256.29 after 11/10/2022		

Usage Details:

↑↑Values reflect changes between current month and previous month.



Total usage for the past 12 months: 30,136 kWh

Average (Avg.) monthly usage: 2,511 kWh

Billed Usage 10/22

Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)		
264	-	-	-	264 kWh
13.493	-	-	-	13.500 kW

Meter Read Details:

Meter #683579690					
Previous	Type	Current	Type	Metered	Usage
41882	Actual	42146	Actual	264	264 kWh
-	-	13.493	Actual	13.493	13.493 kW
Service Period 09/19 - 10/18				Multiplier 1	
Next scheduled read date should be between Nov 15 and Nov 18.					

Notes from AEP Ohio:

For Informational Purposes only: The below costs are NOT NEW CHARGES and are approximate values. AEP participates in programs required by the state of Ohio to support energy conservation and to secure renewable energy resources. For more information on energy efficiency programs, please visit www.AEPOhio.com/Save.

Renewable Programs: \$0.55

Energy Efficiency Programs: \$0.00

Peak Demand Reduction Programs: \$0.00

The Public Utilities Commission of Ohio, in case number 21-104-EL-RDR, approved AEP Ohio's request to adjust its Economic Development Rider (EDR) effective with this bill. The EDR supports industrial customers that retain and increase Ohio jobs. A residential customer using 1,000 kWh of electricity will see a decrease of \$0.35 per month.

The Company will reinstate late payment fees effective with the due date of this bill. In order to avoid a late payment fee, the account will need to be current or a payment arrangement must be executed prior to the due date of this bill. In order to set up a payment arrangement please call 1-888-710-4237.

AEP now furnishes Commercial & Industrial payment histories to credit reporting agencies.

As a participant in the AEP Ohio Customer Choice Program, your electric energy is being supplied by **Dynegy**. This bill reflects AEP Ohio charges for delivery of the electric and all electric energy supply charges AEP Ohio has received from your supplier as of the Billing Date shown on this bill. For questions about your electric energy supply charges please contact Dynegy at (877)331-3045. Please note that failure to pay charges for competitive retail electric services (CRES) may result in loss of those products and services, the cancellation of your contract with the CRES provider and your return to AEP Ohio's Standard Offer for energy supply services.

Due date does not apply to previous balance due.

Supplier Message(s)

We appreciate your business. Visit our website for energy-saving tips.

End Supplier Message(s)

To avoid unnecessary delays in crediting your electric payment, please **do not paper clip or staple your check to the bill payment stub**.

Enjoy the benefits of constant connection. Download our mobile app today, at Google Play and iTunes stores.



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

Amount due on or before **\$389.59**
December 9, 2022

Bill mailing date is Nov 17, 2022
Account #070-055-086-2-2

SERVICE ADDRESS: FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

CY 15



000389 3834470 000 01 001

MSP 108
00072562

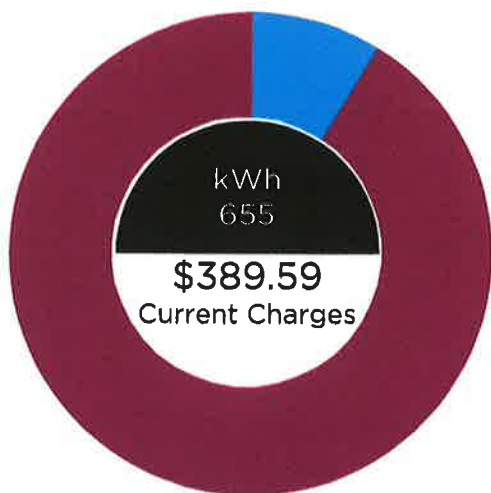
FAIRFIELD COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER OH 43130-8993

RECEIVED

NOV 22 2022

Current bill summary: FAIRFIELD COUNTY ENGINEER
Billing from 10/19/22 - 11/16/22 (29 days)

Supplier Charges \$33.99

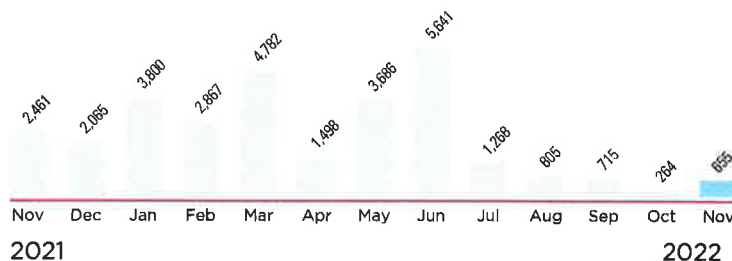


Delivery Charge \$355.60

Notes from AEP Ohio:

Make this bill the last one sent in the mail! Go paperless and get email alerts when your bill is ready. Sign up at AEPPaperless.com

Usage History (kWh):



Methods of Payment

- aepohio.com
- PO Box 371496
Pittsburgh, PA 15250-7496
- 1-800-611-0964 (fee may apply)

Need to get in touch?

Customer Operations Center: 1-888-710-4237
Outages: AEPOhio.com/outages or 1-800-672-2231

Please tear on dotted line.

Turn over for important information!

Thank you for your prompt payment. Please include your account number on your check and return this stub with your payment.

FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

Make check payable and send to:
AMERICAN ELECTRIC POWER
PO BOX 371496
PITTSBURGH, PA 15250-7496



35560

Account #070-055-086-2-2
FAIRFIELD COUNTY ENGINEER

Amount due on or before **\$389.59**
December 9, 2022

Payment Amount \$

Pay \$398.48 after 12/09/2022

☐ The **Neighbor to Neighbor** program helps disadvantaged customers pay their electric bill. I want to help. My payment reflects my gift of \$_____

0000389590000398480100000000000700550862217111112015900002

**Service Address:**

FAIRFIELD COUNTY ENGINEER
12820 W BANK DR NE
MILLERSPORT, OH 43046-9738

Account #070-055-086-2-2

**Line Item Charges:**

Previous Charges	
Total Amount Due At Last Billing	\$ 250.37
Payment 11/10/22 - Thank You	-250.37
Previous Balance Due	\$.00*
Current AEP Ohio Charges	
Tariff 840 - Medium General Service 11/16/22	
Service Delivery Identifier: 00140060748138032	
Transmission Service	\$ 151.78
Distribution Service	194.42
Customer Charge	9.40
Current Electric Charges	\$ 355.60*

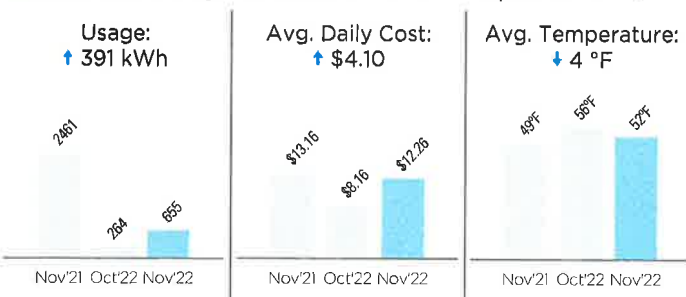


Current Dynegy Charges (877-331-3045)	
Supplier Account Number - a0B1C000013EqdSUAS	
Service Delivery Identifier: 00140060748138032 11/16/22	
Generation: 655 kWh @ \$0.0519	\$ 33.99
Current Supplier Balance Due	\$ 33.99*

Total Balance Due	\$ 389.59
*Charges make up the "Total Balance Due"	
Pay \$398.48 after 12/09/2022	

Usage Details:

↑↓Values reflect changes between current month and previous month.



Total usage for the past 12 months: 29,852 kWh

Average (Avg.) monthly usage: 2,488 kWh

Billed Usage 11/22				
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)		
655	-	-	-	655 kWh
20.506	-	-	-	20.500 kW

Meter Read Details:

Meter #683579690					
Previous	Type	Current	Type	Metered	Usage
42146	Actual	42801	Actual	655	655 kWh
-	-	20.506	Actual	20.506	20.506 kW
Service Period 10/18 - 11/16				Multiplier 1	
Next scheduled read date should be between Dec 16 and Dec 21.					

Notes from AEP Ohio:

For Informational Purposes only: The below costs are NOT NEW CHARGES and are approximate values. AEP participates in programs required by the state of Ohio to support energy conservation and to secure renewable energy resources. For more information on energy efficiency programs, please visit www.AEPOhio.com/Save.

Renewable Programs: \$1.37
Energy Efficiency Programs: \$0.00
Peak Demand Reduction Programs: \$0.00

The Public Utilities Commission of Ohio in case number 22-399-EL-RDR approved AEP Ohio's request to collect an under-collection for restoration costs in its Storm Damage Recovery Rider effective with this bill. A residential customer will see an increase of \$1.66 for one month.

The Company will reinstate late payment fees effective with the due date of this bill. In order to avoid a late payment fee, the account will need to be current or a payment arrangement must be executed prior to the due date of this bill. In order to set up a payment arrangement please call 1-888-710-4237.

AEP now furnishes Commercial & Industrial payment histories to credit reporting agencies.

As a participant in the AEP Ohio Customer Choice Program, your electric energy is being supplied by **Dynegy**. This bill reflects AEP Ohio charges for delivery of the electric and all electric energy supply charges AEP Ohio has received from your supplier as of the Billing Date shown on this bill. For questions about your electric energy supply charges please contact Dynegy at (877)331-3045. Please note that failure to pay charges for competitive retail electric services (CRES) may result in loss of those products and services, the cancellation of your contract with the CRES provider and your return to AEP Ohio's Standard Offer for energy supply services.

Due date does not apply to previous balance due.

Supplier Message(s)

We appreciate your business. Visit our website for energy-saving tips.

End Supplier Message(s)

Register for online services at www.AEPOhio.com. Registration is **free and easy** and gives you the convenience of 24-hour access to your account. You can sign up for paperless billing, view your bill, check your usage, update your contact information, and much more.

Enjoy the benefits of constant connection. Download our mobile app today, at Google Play and iTunes stores.

Pa.



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

Amount due on or before January 11, 2023 **\$486.59**

Bill mailing date is Dec 20, 2022
Account #070-055-086-2-2

SERVICE ADDRESS: FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

CY 15



000252 3923626 000 01 001

MSP 25
00077754

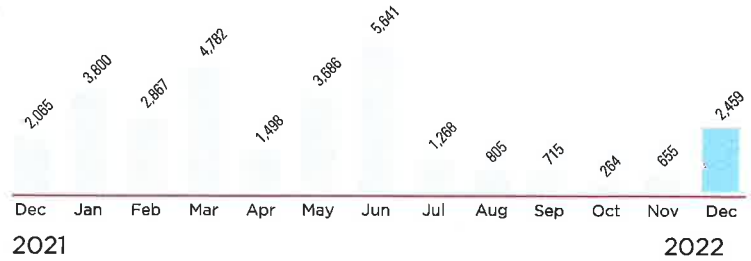


FAIRFIELD COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER OH 43130-8993

Notes from AEP Ohio:

Make this bill the last one sent in the mail! Go paperless and get email alerts when your bill is ready. Sign up at AEPpaperless.com!

Usage History (kWh):



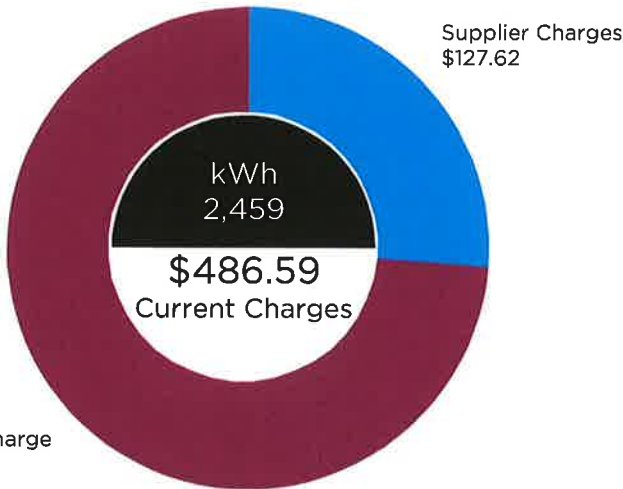
Current bill summary:

Billing from 11/17/22 - 12/19/22 (33 days)

RECEIVED

DEC 27 2022

FAIRFIELD COUNTY
ENGINEER



Delivery Charge
\$358.97

Methods of Payment



aepohio.com



PO Box 371496
Pittsburgh, PA 15250-7496



1-800-611-0964 (fee may apply)

Need to get in touch?

Customer Operations Center: 1-888-710-4237

Outages: AEPOhio.com/outages or 1-800-672-2231

16202403 - 530000

Please tear on dotted line.

Turn over for important information!

Thank you for your prompt payment. Please include your account number on your check and return this stub with your payment.

FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

Make check payable and send to:
AMERICAN ELECTRIC POWER
PO BOX 371496
PITTSBURGH, PA 15250-7496



35897
Account #070-055-086-2-2
FAIRFIELD COUNTY ENGINEER

Amount due on or before January 11, 2023 **\$486.59**

Payment Amount \$

Pay \$495.56 after 01/11/2023

☐ The **Neighbor to Neighbor** program helps disadvantaged customers pay their electric bill. I want to help. My payment reflects my gift of \$_____

0000486590000495560100000000000700550862220121301015900002

RJ-35796 0 8416-0001-W

**Service Address:**

FAIRFIELD COUNTY ENGINEER
12820 W BANK DR NE
MILLERSPORT, OH 43046-9738

Account #070-055-086-2-2

**Line Item Charges:**

Previous Charges	
Total Amount Due At Last Billing	\$ 389.59
Payment 12/08/22 - Thank You	-389.59
Previous Balance Due	\$.00*
Current AEP Ohio Charges	
Tariff 840 - Medium General Service 12/19/22	
Service Delivery Identifier: 00140060748138032	
Transmission Service	\$ 151.80
Distribution Service	197.77
Customer Charge	9.40
Current Electric Charges	\$ 358.97*

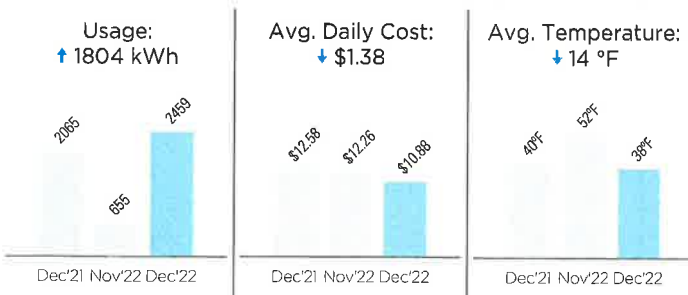


Current Dynegy Charges (877-331-3045)	
Supplier Account Number - a0B1C000013EqdSUAS	
Service Delivery Identifier: 00140060748138032 12/19/22	
Generation: 2459 kWh @ \$0.0519	\$ 127.62
Current Supplier Balance Due	\$ 127.62*

Total Balance Due	\$ 486.59
*Charges make up the "Total Balance Due"	
Pay \$495.56 after 01/11/2023	

Usage Details:

↑↓Values reflect changes between current month and previous month.



Total usage for the past 12 months: 28,046 kWh

Average (Avg.) monthly usage: 2,337 kWh

Billed Usage 12/22				
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)		
2,459	-	-	-	2,459 kWh
20.440	-	-	-	20.400 kW

Meter Read Details:

Meter #683579690					
Previous	Type	Current	Type	Metered	Usage
42801	Actual	45260	Actual	2459	2,459 kWh
-	-	20.440	Actual	20.44	20.44 kW
Service Period 11/16 - 12/19				Multiplier 1	
Next scheduled read date should be between Jan 19 and Jan 24.					

Notes from AEP Ohio:

For Informational Purposes only: The below costs are NOT NEW CHARGES and are approximate values. AEP participates in programs required by the state of Ohio to support energy conservation and to secure renewable energy resources. For more information on energy efficiency programs, please visit www.AEPOhio.com/Save.

Renewable Programs: \$5.12

Energy Efficiency Programs: \$0.00

Peak Demand Reduction Programs: \$0.00

In Case No. 16-1852-EL-SSO, the Public Utilities Commission of Ohio approved the Ohio Power Company's Smart City rider. This rider allows the Company to recover costs associated with Smart City technologies. A residential customer will see a decrease of \$0.24 per month.

In Case Nos. 16-1852-EL-SSO and 19-1475-EL-RDR, the Public Utilities Commission of Ohio approved adjustments to Ohio Power Company's gridSMART rider. This rider allows the Company to recover costs for grid modernization projects. A residential customer using 1,000 kWh per month will see an increase of \$0.09 per month.

In Case No. 12-2627-EL-RDR, the PUCO approved an adjustment to the Distribution Investment Rider, effective with this bill. This rider, which is adjusted quarterly, recovers capital costs associated with distribution infrastructure. A residential customer using 1,000 kWh per month will see an increase of \$0.33 per month.

The Company will reinstate late payment fees effective with the due date of this bill. In order to avoid a late payment fee, the account will need to be current or a payment arrangement must be executed prior to the due date of this bill. In order to set up a payment arrangement please call 1-888-710-4237.

AEP now furnishes Commercial & Industrial payment histories to credit reporting agencies.

As a participant in the AEP Ohio Customer Choice Program, your electric energy is being supplied by **Dynegy**. This bill reflects AEP Ohio charges for delivery of the electric and all electric energy supply charges AEP Ohio has received from your supplier as of the Billing Date shown on this bill. For questions about your electric energy supply charges please contact Dynegy at (877)331-3045. Please note that failure to pay charges for competitive retail electric services (CRES) may result in loss of those products and services, the cancellation of your contract with the CRES provider and your return to AEP Ohio's Standard Offer for energy supply services.

Due date does not apply to previous balance due.

Supplier Message(s)

We appreciate your business. Visit our website for energy-saving tips.

End Supplier Message(s)



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

PO 22000847 \$357.86
PO 23000687 \$290.09

Amount due on or before February 14, 2023 **\$647.95**

Bill mailing date is Jan 23, 2023
Account #070-055-086-2-2

SERVICE ADDRESS: FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

CY 15



001609 4000818 000 01 001

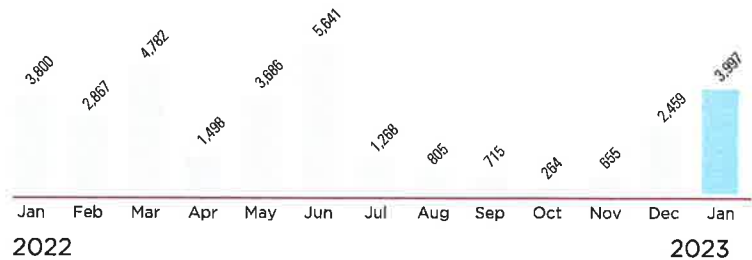
MSP 176
00084026

FAIRFIELD COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER OH 43130-8993

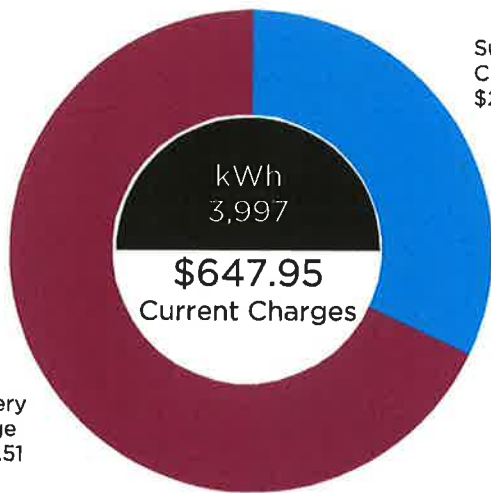
Notes from AEP Ohio:

Make this bill the last one sent in the mail! Go paperless and get email alerts when your bill is ready. Sign up at AEPPaperless.com!

Usage History (kWh):



Current bill summary: FAIRFIELD COUNTY ENGINEER
Billing from 12/20/22 - 01/20/23 (32 days)



Supplier Charges
\$207.44

Delivery Charge
\$440.51

Methods of Payment

- aepohio.com
- PO Box 371496
Pittsburgh, PA 15250-7496
- 1-800-611-0964 (fee may apply)

Need to get in touch?

Customer Operations Center: 1-888-710-4237
Outages: AEPOhio.com/outages or 1-800-672-2231

Please tear on dotted line.

Turn over for important information!

Thank you for your prompt payment. Please include your account number on your check and return this stub with your payment.

FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738



Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

44051
Account #070-055-086-2-2
FAIRFIELD COUNTY ENGINEER

Amount due on or before February 14, 2023 **\$647.95**

Payment Amount \$

Pay \$658.96 after 02/14/2023

Make check payable and send to:
AMERICAN ELECTRIC POWER
PO BOX 371496
PITTSBURGH, PA 15250-7496



Inv# 07005508622 01 \$357.86

AMERICAN ELECTRIC POWER

12/20/2022 # Pages 2

FP2 DOC249S2242

PO# 22000847
02/14/2023

000000700550862223011602015900001

☐ The **Neighbor to Neighbor** program helps disadvantaged customers pay their electric bill. I want to help. My payment reflects my gift of \$_____

**Service Address:**

FAIRFIELD COUNTY ENGINEER
12820 W BANK DR NE
MILLERSPORT, OH 43046-9738

Account #070-055-086-2-2

**Line Item Charges:**

Previous Charges		
Total Amount Due At Last Billing	\$	486.59
Payment 01/11/23 - Thank You		-486.59
Previous Balance Due	\$.00*
Current AEP Ohio Charges		
Tariff 840 - Medium General Service 01/20/23		
Service Delivery Identifier: 00140060748138032		
Transmission Service	\$	182.01
Distribution Service		249.10
Customer Charge		9.40
Current Electric Charges	\$	440.51*

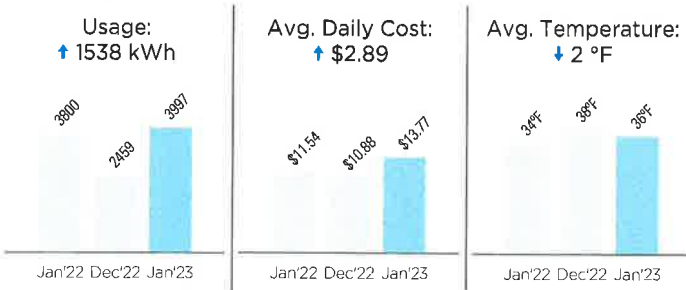


Current Dynegy Charges (877-331-3045)		
Supplier Account Number - a0B1C000013EqdSUAS		
Service Delivery Identifier: 00140060748138032 01/20/23		
Generation: 3997 kWh @ \$0.0519	\$	207.44
Current Supplier Balance Due	\$	207.44*

Total Balance Due	\$	647.95
*Charges make up the "Total Balance Due"		
Pay \$658.96 after 02/14/2023		

Usage Details:

↑↓Values reflect changes between current month and previous month.



Total usage for the past 12 months: 28,440 kWh

Average (Avg.) monthly usage: 2,370 kWh

Billed Usage 01/23				
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)		
3,997	-	-	-	3,997 kWh
24.393	-	-	-	24.400 kW

Meter Read Details:

Meter #683579690					
Previous	Type	Current	Type	Metered	Usage
45260	Actual	49257	Actual	3997	3,997 kWh
-	-	24.393	Actual	24.393	24.393 kW
Service Period 12/19 - 01/20				Multiplier 1	
Next scheduled read date should be between Feb 17 and Feb 22.					

Notes from AEP Ohio:

For Informational Purposes only: The below costs are NOT NEW CHARGES and are approximate values. AEP participates in programs required by the state of Ohio to support energy conservation and to secure renewable energy resources. For more information on energy efficiency programs, please visit www.AEPOhio.com/Save.

Renewable Programs: \$8.97
Energy Efficiency Programs: \$0.00
Peak Demand Reduction Programs: \$0.00

In Case No. 19-1808-EL-UNC, the Commission approved the Legacy Generation Resource Rider to collect or pass back the difference between total cost and revenues associated with legacy generation resources of AEP Ohio. This Rider replaces the current Purchase Power Agreement Rider. A residential Customer using 1,000 kWh of electricity will see a decrease of \$0.36.

In Case No. 22-1052-EL-RDR, the Public Utilities Commission of Ohio approved the Ohio Power Company's Solar Generation Fund (SGF) rider. This rider is to fund disbursements to qualifying solar resources as required by the General Assembly. A residential customer will see an increase of \$0 per month.

Pursuant to state law in Case No. 22-556-EL-USF the Universal Service Fund (USF) rider has been adjusted effective with this bill. The USF helps low income customers avoid disconnect during the winter. A residential customer using 1,000 kWh per month will see an increase of \$2.96.

The Company will reinstate late payment fees effective with the due date of this bill. In order to avoid a late payment fee, the account will need to be current or a payment arrangement must be executed prior to the due date of this bill. In order to set up a payment arrangement please call 1-888-710-4237.

AEP now furnishes Commercial & Industrial payment histories to credit reporting agencies.

As a participant in the AEP Ohio Customer Choice Program, your electric energy is being supplied by **Dynegy**. This bill reflects AEP Ohio charges for delivery of the electric and all electric energy supply charges AEP Ohio has received from your supplier as of the Billing Date shown on this bill. For questions about your electric energy supply charges please contact Dynegy at (877)331-3045. Please note that failure to pay charges for competitive retail electric services (CRES) may result in loss of those products and services, the cancellation of your contract with the CRES provider and your return to AEP Ohio's Standard Offer for energy supply services.

Due date does not apply to previous balance due.

Supplier Message(s)

We appreciate your business. Visit our website for energy-saving tips.

End Supplier Message(s)

Resolution No. 2023-02.14.i

A resolution to approve a memo expense for W. Buckeye Lake/Ballard Lane expenses – Fairfield County Commissioners

(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 regarding a Purchase of Service Contract between
22MILES, Inc. 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 22MILES, Inc., 1595 McCarthy Blvd. Milpitas, CA 95035, and

WHEREAS, the purpose of the purchase of service contract is to provide technology support for the interactive touch-screen information board to meet the needs 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 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 22MILES, Inc., and Fairfield County Job & Family Services.

Prepared by: Sarah Darnell
cc: JFS / Budget Manager

22MILES Digital Signage Solution

Ohio Dep of Job and Family Services Interactive Information Board Support Renewal 02/23-01/24 (DSB#226595)

Quote #39679 Rev #1 (01/03/2023)



One Solution for Countless Digital Applications

Prepared by 22 Miles, Inc.

Tel: 408.933.3000 x 5635

Email: ivy.yu@mail.22miles.com

Fax: (408) 933-6116

Contact: Ivy Yu

CONFIDENTIAL

About 22Miles Incorporated

Located in the heart of the Silicon Valley, 22MILES has been designing, developing and deploying specialized Interactive Multi-Touch solutions since 2007. As the Grand Prize Winner out of over 4000 participants at the 2009 Microsoft Code 7 Contest, 22MILES was recognized as an industry leader for its multi-touch interface design and coding excellence. 22MILES' industry-leading, proprietary touch software framework is compatible with all major platforms and touch-based devices.

Partial Client List

CONFIDENTIAL

AstraZeneca 


Nationwide

 **GULF
RELATED**

 **Einstein**
HEALTHCARE NETWORK


LOYALIST COLLEGE
BRESTAIR - ONTARIO

 **USC**


GREATER
COLUMBUS
CONVENTION CENTER

 **HILTON**
WORLDWIDE

IHG®


FOUR SEASONS
HOTELS AND RESORTS


Tampa
JEWISH COMMUNITY CENTER
& FEDERATION

 **JLL®**


intel®

PHX
PHOENIX SKY HARBOR
INTERNATIONAL AIRPORT

 *Orlando*
Orange County
Convention Center

Sandals®


NSF

Maintenance Details

Qty	Item	MSRP Price	Customer Price	Ext Cost
2	Touch Screen Ready White Glove 1YR	\$1,295	\$648	\$1,296
Sub Total before Discount:		\$2,590		
Customer Discount Applied:		-\$1,294		
Project Total:		\$1,296		

CONFIDENTIAL

Terms and Conditions

1. All recurring cost are pre-paid services, including Cloud Hosting, Extended Software Support & Maintenance, 3rd-party recurring cost, etc.
2. Payment Information: **\$1,296 as full payment** due before maintenance renewal date (Net30).

CONFIDENTIAL

Customer Approval

We appreciate this opportunity to present our proposal. If this proposal meets your approval, please indicate your acceptance by signing below. Signature indicates your agreement with this proposal and any associated Statements of Work.

Quote #39679 Rev #1

22Miles, Inc.

Address: 1595 McCarthy Blvd. Milpitas, CA 95035

Client Name:

Address:

Print Name:

Print Name:

Title:

Title:

Signature:



Signature:

Date:

Date:



A Contract regarding 22Miles between Job and Family Services and

Approved on 2/9/2023 2:46:09 PM by Jodi Smith, Operations Manager

Jodi Smith
Operations Manager

Approved on 2/9/2023 2:49:03 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **23002918 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

B
I
L
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T
OJOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

V
E
N
D
O
R22 MILES INC
1595 MCCARTHY BLVD
MILPITAS, CA 95035S
H
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P
T
OJOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		3119	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
02/09/2023	15683	02/09/2023	JOB & FAMILY SERVICES
NOTES			

RENEWAL SOFTWARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

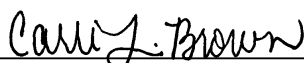
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	RENEWAL SOFTWARE	1.0	EACH	\$297.44	\$297.44
2	RENEWAL SOFTWARE	1.0	EACH	\$736.52	\$736.52
3	RENEWAL SOFTWARE	1.0	EACH	\$262.04	\$262.04

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$1,296.00 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: 02/09/2023

02/14/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$1,296.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$1,296.00

196

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.

Name and Title

Sarah Darnell

☐ Auditor ☐ 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.***

Sole Source Documentation

22Miles is the sole source for the Ohio Means Jobs center's Interactive Information Board. The touch-screen board is 22Miles technology and we must use them as the sole source to support the functionality of the board.



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **22Miles**
Date: **2/9/2023 1:40:30 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.

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

Select Domain

All Domains

+

Filter By

—

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words *i*

☒ All Words *i*

☐ Exact Phrase *i*

e.g. 1606N020Q02

22miles ×

Federal Organizations

Enter Code or Name

▼

⋮

Status

^

☒ Active

02/14/2023

200

https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfrn%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfrn%5BsimpleSearch...

1/3

☐ Inactive

Reset 



No matches found

Your search did not return any results.

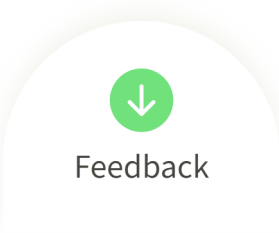
To view Entity Registrations, you must sign in.

[Sign In](#)

Would you like to include inactive records in your search results?

[Yes](#)

[Go Back](#)



Our Website
Our Partners
Policies
Customer Service



General Services Administration

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.

Cost Analysis

The total cost of this contract is expected to be \$1,296 for one year.

Prosecutor's Approval Page

Resolution No.

A resolution regarding a Purchase of Service Contract between 22MILES, Inc. and Job & Family Services

(Fairfield County Job and Family Services)

Approved as to form on 2/10/2023 9:53:13 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2023-02.14.j

A resolution regarding a Purchase of Service Contract between 22MILES, Inc. 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.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Buckeye Ranch, Inc.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Buckeye Ranch, Inc, 5665 Hoover Road, Grove City, OH 43123; 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 1st, 2023 through December, 31st, 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 Buckeye Ranch, Inc.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Buckeye Ranch**
Date: **2/2/2023 11:33:49 AM**

This search produced the following list of **6** possible matches:

Name/Organization	Address
Buchanon, Peggy	
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubli Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin-Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubln Granville Rd.

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).

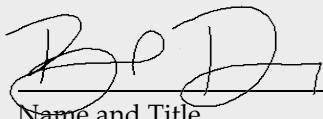
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or 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
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No 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 <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$50,000
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

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

Buckeye Ranch, Inc., hereinafter "Provider", whose address is:

Buckeye Ranch, Inc.
5665 Hoover Rd
Grove City, OH 43123

Collectively the "Parties".

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RECITALS

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

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

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws 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.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTS) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

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

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

When serving multiple children in the same 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.

- 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.
- 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 [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 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 [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the 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 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 [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; 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 the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

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

1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:
- ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

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

in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 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 Buckeye Ranch, Inc.
5665 Hoover Rd
Grove City, OH 43123

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

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

E. Workers' Compensation insurance at the statutory limits required by 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 (CORSAs).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

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

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

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

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, 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.

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 Administration Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Business Administration Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice

and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.


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

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

Print Name & Title	Signature	Date
Vickie Thompson-Sandy, CEO		1.10.23

Agency: Fairfield County Department of Job and 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: Buckeye Ranch, Inc. / 24473

Run Date: 12/12/2022

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	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Intensive Care Center (20193)	373675			\$515.00	\$25.00						\$10.12	\$550.12	01/01/2023	12/31/2023
LEVEL 3 - Exceptional (30178)- Excpt Need	107683			\$57.18	\$58.92						\$2.63	\$118.73	01/01/2023	12/31/2023
LEVEL 4 - Intensive (30179)- Excpt Need	107682			\$64.57	\$68.00						\$3.31	\$135.88	01/01/2023	12/31/2023
Level 1 - Traditional (30176)- FFH	373645			\$30.11	\$46.00						\$2.48	\$78.59	01/01/2023	12/31/2023
Level 2 - Specialized (30177)- Spec Need	373646			\$49.91	\$42.54						\$1.92	\$94.37	01/01/2023	12/31/2023



A Contract regarding Buckeye Ranch between Job and Family Services and

Approved on 2/6/2023 12:25:32 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 2/6/2023 2:58:55 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.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **23000315 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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OJOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

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4653 E MAIN ST
WHITEHALL, OH 43213S
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OJOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		400	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/01/2023	1615		JOB & FAMILY SERVICES
NOTES			

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

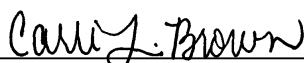
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$5,000.00	\$5,000.00

COUNTY AUDITOR'S CERTIFICATE

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: 01/01/2023

02/14/2023



Auditor Fairfield County, OH


Vendor Copy

Total Ext. Price	\$5,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$5,000.00


237

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All Words

e.g. 1606N020Q02

Select Domain

All Domains

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Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words *i*

☐ All Words *i*

☒ Exact Phrase *i*

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"Buckeye Ranch" ×

Federal Organizations

Enter Code or Name

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Status

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☒ Active

☐ Inactive

02/14/2023

238

https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=EXACT&sfm%5BsimpleSear... 1/2



No matches found

Your search did not return any results.

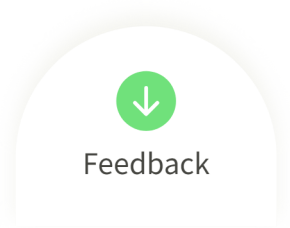
To view Entity Registrations, you must sign in.

Sign In

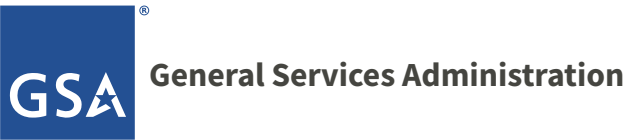
Would you like to include inactive records in your search results?

Yes

Go Back



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Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Buckeye Ranch, Inc.

(Fairfield County Family, Adult and Children First Council)

Approved as to form on 2/10/2023 10:14:26 AM by Amy Brown-Thompson,



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

Resolution No. 2023-02.14.k

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Buckeye Ranch, Inc.

(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 regarding an amendment for a previously approved Network Placement and Related Services Agreement between Sojourners Care Network and Child Protective Services Department.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Sojourners Care Network, 31860 Claypool Hollow Road, McArthur, OH 45651; 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 amended agreement shall be effective January 1st, 2023 through December 31st, 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 County Commissioners hereby approves the attached amended Network Placement Service Agreement with Sojourners Care Network.

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**

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with 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 Sojourners Care Network hereinafter "Provider," whose address is:

Sojourners Care Network
31860 Claypool Hollow Rd
Mc Arthur, OH 45651

Collectively the "Parties".

Contract ID: 19317423

Originally Dated: 01/01/2023 to 12/31/2023

Ohio Department of Job and Family Services

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

Addenda Number 1:

Addenda Reason: Other
Addenda Begin Date: 01/01/2023
Addenda End Date:
Increased Amount:
Article Name:

Addenda Reason Narrative:

Contract amended to include special per-diem break down for foster parent.

Treatment Foster Care (30195) Exceptional Need

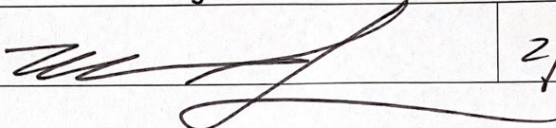
Total: 75.00

Maintenance: 50.00

Administration: 25.00

SIGNATURE OF THE PARTIES

Provider: Sojourners Care Network

Print Name & Title	Signature	Date
MARCUS GAMES, LSW, C-Ex. Dir.		2/1/23

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date



A Contract regarding Sojourners-Amendment between Job and Family Services and

Approved on 2/6/2023 12:24:55 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 2/6/2023 2:55:42 PM by Corey Clark, Director of Fairfield County Job & Family Services

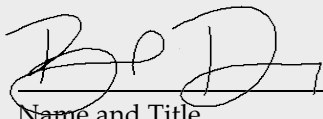
Corey Clark, Director
Fairfield County Job & Family Services

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **23000337 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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

Revisions: 000

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SOJOURNERS CARE NETWORK
31860 CLAYPOOL HOLLOW RD
MCARTHUR, OH 45651

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
740-596-1117	740-596-7134	396	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS
01/01/2023	3163		
DEPARTMENT/LOCATION			
JOB & FAMILY SERVICES			
NOTES			

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

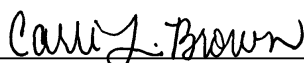
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$4,000.00	\$4,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$4,000.00 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

02/14/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$4,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$4,000.00

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Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Sojourners Care Network and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 2/10/2023 10:04:24 AM by Steven Darnell,

Resolution No. 2023-02.14.I

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Sojourners Care Network 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 regarding an amendment for a previously approved Network Placement and Related Services Agreement between Open Arms Adoptions and Child Protective Services Department.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Open Arms Adoptions, 11 River St, Suite B, Kent, OH 44240; 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 amended agreement shall be effective January 1st, 2023 through December 31st, 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 County Commissioners hereby approves the attached amended Network Placement Service Agreement with Open Arms Adoptions.

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**

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with 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 Open Arms Adoptions hereinafter "Provider," whose address is:

Open Arms Adoptions
11 River St Ste B
Kent, OH 44240

Collectively the "Parties".

Contract ID: 19314622

Originally Dated: 01/01/2023 to 12/31/2023

Ohio Department of Job and Family Services

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

Addenda Number 1:

Addenda Reason: Other
Addenda Begin Date: 02/01/2023
Addenda End Date:
Increased Amount:
Article Name:

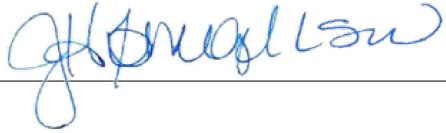
Addenda Reason Narrative:

Contract amended for Traditional Foster Care (30426) - FFH rate increase

Maintenance : 27.00
Administration: 37.00
Total Per-Diem: 64.00

SIGNATURE OF THE PARTIES

Provider: Open Arms Adoptions

Print Name & Title	Signature	Date
Jacqueline H. Smigel, LSW, Director		1/18/2023

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date



A Contract regarding Open Arms Adoption-Amendment between Job and Family Services and

Approved on 2/6/2023 12:25:06 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 2/6/2023 2:57:32 PM by Corey Clark, Director of Fairfield County Job & Family Services

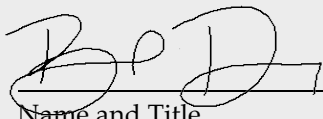
Corey Clark, Director
Fairfield County Job & Family Services

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

REPRINT

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2022

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **22002437 - 02**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2022

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

Revisions: 002

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OPEN ARMS ADOPTIONS
9205 SR 43 #208
STREETSBORO, OH 44241

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

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				2576	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/21/2022	15983	01/24/2022			JOB & FAMILY SERVICES
NOTES					

NETWORK FOSTER HOME

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

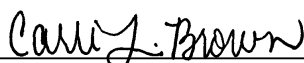
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: NETWORK FOSTER HOME	1.0	EACH	\$1.00	\$1.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$1.00 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: 01/21/2022

02/14/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$1.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
Purchase Order Total	\$1.00

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Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Open Arms Adoptions and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 2/10/2023 10:07:32 AM by Steven Darnell,

Resolution No. 2023-02.14.m

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Open Arms Adoptions 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 service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and National Youth Advocate Program.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with National Youth Advocate Program, 1801 Watermark Drive 200, Columbus, OH 43215; and

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

WHEREAS, this agreement shall be effective April 1st, 2023 through March, 31st, 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 National Youth Advocate Program.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **National Youth Advocate Program**
Date: **2/2/2023 11:25:46 AM**

This search produced the following list of **3** possible matches:

Name/Organization	Address
2 B Natural by Design Enterprises, Inc.	2059 Big Tree Drive
Mynatt, Dana	
The International Preparatory School	1301 East 9th Street, Suite 1900

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).

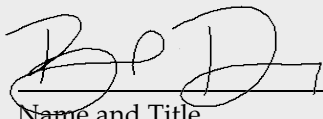
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or 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
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No 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 <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$50,000
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

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

National Youth Advocate Program, hereinafter "Provider", whose address is:

National Youth Advocate Program
1801 Watermark Dr 200
Columbus, OH 43215

Collectively the "Parties".

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Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
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ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
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ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
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ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
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ARTICLE XXX.	SEVERABILITY
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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 [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

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 **04/01/2023** through **03/31/2024**, 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 [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;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

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 [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; 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 the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize

costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying

information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

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

Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the

extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost

principles set forth in the following OAC Sections and publications:

1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
4. JFS 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 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
National Youth Advocate Program
1801 Watermark Dr 200
Columbus, OH 43215

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

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

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

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

- E. Workers' Compensation insurance at the statutory limits required by 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 [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

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

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 Administration Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Business Administration Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice

and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

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

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

Print Name & Title	Signature	Date
Reyahd Kazmi Chief Advocacy & Government Strategies Officer	<i>Reyahd Kazmi</i>	2/1/2023

Agency: Fairfield County Department of Job and 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: National Youth Advocate Program / 3854818

Run Date: 02/01/2023

Contract Period: 04/01/2023 - 03/31/2024

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 (30356) Spec Need	493635			\$40.71	\$50.68	\$26.14	\$3.00	\$0.16	\$0.02			\$120.71	04/01/2023	03/31/2024
Therapeutic Foster Care - Level 1 (30357) Spec Need	493637			\$52.31	\$55.75	\$28.76	\$3.30	\$0.17	\$0.02			\$140.31	04/01/2023	03/31/2024
Therapeutic Foster Care - Level 2 (30358) Except Need	493638			\$63.96	\$61.45	\$31.70	\$3.64	\$0.19	\$0.02			\$160.96	04/01/2023	03/31/2024
Traditional Foster Care (30355) FFH	493631			\$28.61	\$29.65	\$15.30	\$1.75	\$0.09	\$0.01			\$75.41	04/01/2023	03/31/2024



A Contract regarding NYAP between Job and Family Services and

Approved on 2/6/2023 12:25:23 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 2/6/2023 2:58:30 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.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **23000355 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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

Revisions: 000

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NATIONAL YOUTH ADVOCATE
PROGRAM INC
1801 WATERMARK DR STE 200
COLUMBUS, OH 43215

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

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
614-487-8758				374	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	5231				JOB & FAMILY SERVICES
NOTES					

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

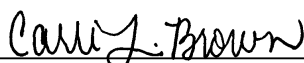
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$66,000.00	\$66,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$66,000.00 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

02/14/2023



Auditor Fairfield County, OH


Vendor Copy


Total Ext. Price	\$66,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$66,000.00

290

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


Select Domain
All Domains 


Filter By 

Keyword Search


For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words 


☐ All Words 



☒ Exact Phrase 

e.g. 1606N020Q02

"National Youth Advocate Program" 


Federal Organizations

Enter Code or Name 

 Status 

☒ Active

☐ Inactive



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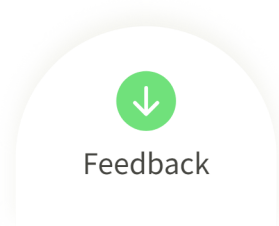
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Sign In

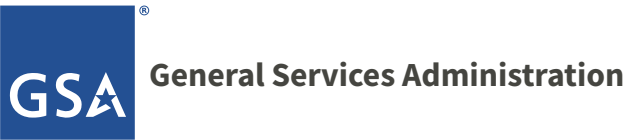
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Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between
Fairfield County Job & Family Services, Child Protective Services Division and National Youth
Advocate Program.

(Fairfield County Job and Family Services)

Approved as to form on 2/10/2023 10:05:59 AM by Steven Darnell,

Resolution No. 2023-02.14.n

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and National Youth Advocate Program.

(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 service agreement by and between Fairfield County Job & Family Services, Protective Services Division and Just Like Us Enrichment Agency.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Just Like Us Enrichment Agency, 2799 Hazelton Ct, Cincinnati, OH 45251; 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 November 1st, 2022 through October 31st, 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 Just Like Us Enrichment Agency.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Just Like Us**
Date: **12/22/2022 1:16:18 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).

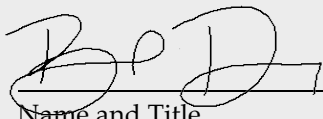
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

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

Just Like Us Enrichment Agency, hereinafter "Provider", whose address is:

Just Like Us Enrichment Agency
2799 Hazelton Ct
Cincinnati, OH 45251

Collectively the "Parties".

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RECITALS

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

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

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws 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 **11/01/2022** through **10/31/2023**, 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;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

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 [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; 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 the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize

costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying

information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

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

Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the

extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost

principles set forth in the following OAC Sections and publications:

1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
4. JFS 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 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
Just Like Us Enrichment Agency
2799 Hazelton Ct
Cincinnati, OH 45251

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

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

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

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

- E. Workers' Compensation insurance at the statutory limits required by 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 [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

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

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 Administration Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Business Administration Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice

and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

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

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

Print Name & Title	Signature	Date
ANGELIQUE PAYNE, Administrator	ANGELIQUE PAYNE	2-1-23

Agency: Fairfield County Department of Job and 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: Just Like Us Enrichment Agency / 28420781

Run Date: 02/01/2023

Contract Period: 11/01/2022 - 10/31/2023

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
Hazelton Court Group Home (20990)	7653663			\$359.50	\$15.50							\$375.00	11/01/2022	10/31/2023
Hazelton Court Group Home (20990)	7653663			\$385.00	\$15.00							\$400.00	11/01/2022	10/31/2023
Hazelton Court Group Home (20990)	7653663			\$460.00	\$15.00							\$475.00	11/01/2022	10/31/2023



A Contract regarding Just Like Us between Job and Family Services and

Approved on 2/6/2023 12:24:47 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 2/6/2023 2:54:56 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.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **23002378 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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

Revisions: 000

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JUST LIKE US ENRICHMENT AGENCY
2799 HAZELTON CT
CINCINNATI, OH 45251

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		2542	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/13/2023	17362		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	\$25,000.00	\$25,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$25,000.00 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: 01/13/2023

02/14/2023

Carri L. Brown

Auditor Fairfield County, OH


Vendor Copy


Total Ext. Price	\$25,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total **\$25,000.00**

325

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Search

All Words


e.g. 1606N020Q02


Select Domain
All Domains 


Filter By 

Keyword Search


For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words 


☐ All Words 


☒ Exact Phrase 


e.g. 1606N020Q02

"Just Like Us" 

Federal Organizations

Enter Code or Name 




Status 

☒ Active

☐ Inactive

02/14/2023

Reset 

326

https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=EXACT&sfm%5BsimpleSear... 1/2



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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General Services Administration

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Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between
Fairfield County Job & Family Services, Protective Services Division and Just Like Us
Enrichment Agency.

(Fairfield County Job and Family Services)

Approved as to form on 2/10/2023 10:06:59 AM by Steven Darnell,

Resolution No. 2023-02.14.o

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Protective Services Division and Just Like Us Enrichment Agency.

(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 service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Journey Home Foster Care.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Journey Home Foster Care, 4040 stone Ridge Road, Zanesville, OH 43701; and

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

WHEREAS, this agreement shall be effective April 1st, 2023 through March, 31st, 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 Journey Home Foster Care.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Journey Home Foster Care**
Date: **2/2/2023 11:13:35 AM**

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).

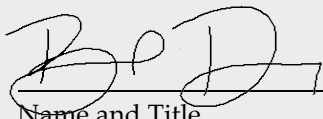
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

4/1/2023 -
3/31/2024

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

Journey Home Foster Care, hereinafter "Provider", whose address is:

Journey Home Foster Care
4040 Stone Ridge Rd
Zanesville, OH 43701

Collectively the "Parties".

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RECITALS

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

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

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws 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 **04/01/2023** through **03/31/2024**, 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 [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;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

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

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; 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 the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize

costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying

information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

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

Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the

extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost

principles set forth in the following OAC Sections and publications:

1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
4. JFS 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 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
Journey Home Foster Care
4040 Stone Ridge Rd
Zanesville, OH 43701

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

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

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

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

- E. Workers' Compensation insurance at the statutory limits required by 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 (COSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

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

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 Administration Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Business Administration Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice

and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.


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

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

Print Name & Title	Signature	Date
Charity Wheeler, LSW Executive Director		1/31/2023

Agency: Fairfield County Department of Job and 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: Journey Home Foster Care / 19020805

Run Date: 01/31/2023
 Contract Period: 04/01/2023 - 03/31/2024

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Treatment Foster Care (30424)-EN	6889663		\$55.00	\$51.00							\$106.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-EN	6889663		\$55.00	\$53.00							\$108.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-EN	6889663		\$60.00	\$51.00							\$111.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-EN	6889663		\$60.00	\$53.00							\$113.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-EN	6889663		\$60.00	\$55.00							\$115.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-EN	6889663		\$60.00	\$75.00							\$135.00	04/01/2023	03/31/2024

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: Journey Home Foster Care / 19020805

Run Date: 01/31/2023
 Contract Period: 04/01/2023 - 03/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Treatment Foster Care (30424)-EN	6889663			\$65.00	\$51.00							\$116.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-EN	6889663			\$65.00	\$55.00							\$120.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-EN	6889663			\$80.00	\$53.00							\$133.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-EN	6889663			\$85.00	\$55.00							\$140.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-FFH	6843663			\$40.00	\$51.00							\$91.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-FFH	6843663			\$40.00	\$52.00							\$92.00	04/01/2023	03/31/2024

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: Journey Home Foster Care / 19020805

Run Date: 01/31/2023
 Contract Period: 04/01/2023 - 03/31/2024

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Treatment Foster Care (30424)-FFH	6843663		\$45.00	\$40.00							\$85.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-FFH	6843663		\$45.00	\$51.00							\$96.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-FFH	6843663		\$45.00	\$52.00							\$97.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-FFH	6843663		\$65.00	\$52.00							\$117.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-SN	6887663		\$50.00	\$51.00							\$101.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-SN	6887663		\$50.00	\$52.00							\$102.00	04/01/2023	03/31/2024

Contract ID: 19326023

Fairfield County Department of Job and Family Services / Journey Home Foster Care / 19020805

04/01/2023 - 03/31/2024
 Page 27 of 28

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: Journey Home Foster Care / 19020805

Run Date: 01/31/2023
Contract Period: 04/01/2023 - 03/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Treatment Foster Care (30424)-SN	6887663			\$55.00	\$51.00							\$106.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-SN	6887663			\$55.00	\$52.00							\$107.00	04/01/2023	03/31/2024
Treatment Foster Care (30424)-SN	6887663			\$75.00	\$52.00							\$127.00	04/01/2023	03/31/2024

Contract ID: 19326023

Fairfield County Department of Job and Family Services / Journey Home Foster Care / 19020805

04/01/2023 - 03/31/2024
Page 28 of 28



A Contract regarding Journey Home Foster Care between Job and Family Services and

Approved on 2/6/2023 12:25:13 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 2/6/2023 2:58 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.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **23000438 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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

Revisions: 000

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JOURNEY HOME FOSTER CARE
4040 STONE RIDGE RD
ZANESVILLE, OH 43701

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

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				371	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	15528				JOB & FAMILY SERVICES
NOTES					

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

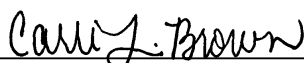
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$28,000.00	\$28,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$28,000.00 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

02/14/2023



Auditor Fairfield County, OH


Vendor Copy

Total Ext. Price	\$28,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$28,000.00


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☐ All Words *i*

☒ Exact Phrase *i*

e.g. 1606N020Q02

"Journey Home Foster Care" ×

Federal Organizations

Enter Code or Name

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Status

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☒ Active

☐ Inactive

02/14/2023

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https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=EXACT&sfm%5BsimpleSear... 1/2



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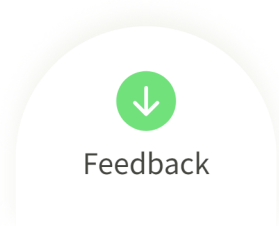
To view Entity Registrations, you must sign in.

Sign In

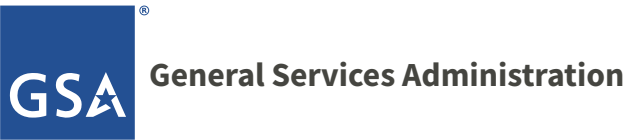
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Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between
Fairfield County Job & Family Services, Child Protective Services Division and Journey Home
Foster Care.

(Fairfield County Job and Family Services)

Approved as to form on 2/10/2023 9:50:17 AM by Amy Brown-Thompson,



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

Resolution No. 2023-02.14.p

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Journey Home Foster Care.

(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 appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2317 Computer Fund

WHEREAS, additional appropriations are needed in the major expenditure object category for fund #2317 Computer 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:

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

\$10,000.00 17231700 Contract Services

For Auditor's Office Use Only:

17231700-530000 \$10,000.00

Prepared by: Lory Behrens
cc: Juvenile Court

Signature Page

Resolution No. 2023-02.14.q

A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2317 Computer Fund

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category Sheriff's Office Fund 2027 Weights (Rd&Brdg).

WHEREAS, additional appropriations are needed in major expenditure object categories for Fund 2027 Weights (Rd&Brdg); and

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

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 categories:

\$200.00	23202700 Major Object Category Capital Outlay
\$200.00	23202700 Major Object Category Materials and Supplies
\$600.00	23202700 Major Object Category Contraction Services

For Auditor's Office Use Only:

Section 1.

23202700 574000 \$200.00

23202700 561060 \$200.00

23202700 530000 \$600.00

Prepared by: Elisa Dowdy
cc: Sheriff's Office

Resolution No. 2023-02.14.r

A resolution to appropriate from unappropriated in a major expenditure object category Sheriff's Office Fund 2027 Weights (Rd&Brdg).

(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 an account to account transfer Fund 2593
Concealed Carry**

WHEREAS, appropriations are needed to cover expenses for 2023; and

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

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

Section 1. That the transfer of appropriations in the amount of \$4000.00 is hereby authorized as follows:

From: 23259300 Contract Services
To: 23259300 Materials and Supplies

For Auditor's Office Use Only:

Section 1.

FROM: 23259300 530000 \$4000.00
TO: 23259300 560000

Prepared by: Elisa Dowdy
cc: Sheriff

Resolution No. 2023-02.14.s

A resolution authorizing an account to account transfer Fund 2593 Concealed Carry
(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 to appropriate from unappropriated in a major expenditure object category South Central Major Crimes Unit Fund 7858 COAP/DOJ Grant

WHEREAS, additional appropriations are needed in the major expenditure object category for 7858 COAP/DOJ Grant and;

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

WHEREAS, revenues of the fund will be the grant reimbursement and expenditures are for personnel and contract services.

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:

78785823 Personal Services \$103,794.80
78785823 Fringe Benefits \$84,366.99
78785823 Contract Services \$245,171.04

For Auditor's Office Use Only:

Section 1.

78785823 511010 \$103,794.80
78785823 521000 \$61,200.00
78785823 522000 \$1,505.02
78785823 523000 \$18,548.13
78785823 526000 \$3,113.84
78785823 530000 \$245,171.04

Section 2. Issue an amended certificate to the credit of the COAP/DOJ Grant Fund, #7858, SubFund #8315, in the amount of \$433,332.83. This amount represents the total revenues to be received. No amounts were originally part of the budgeted revenues.

A resolution to appropriate from unappropriated in a major expenditure object category South Central Major Crimes Unit Fund 7858 COAP/DOJ Grant

Section 3. Request the Fairfield County Auditor, on behalf of the Budget Commission, update the receipt line items in the following accounts:
78785823 433100 \$433,332.83

Prepared by: Megan Poling

September 30, 2022

Dear Megan Poling,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by FAIRFIELD COUNTY for an award under the funding opportunity entitled 2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program. The approved award amount is \$1,300,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

Awards under the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) will be used to develop, implement, or expand

02/14/2023

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comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

1. New construction.
2. Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation that will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

NEPA Coordinator

First Name

Middle Name

Last Name

Orbin

Terry

Award Information

Project Information

Financial Information

Award Conditions

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/26/22 10:44 AM

Authorized Representative

☒ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Administrative Assistant

Name of Authorized Entity Official
Megan Poling

Signed Date And Time

11/1/2022 12:12 PM

COSSAP Major Crimes/Project FORT 2022

Year 1				
Salary	# hrs	Hr Rate	Total	
Scott Duff*	446	\$ 30.60	\$	13,647.60
Peer Supporter	2080	\$ 20.00	\$	41,600.00
Megan Poling	2080	\$ 23.34	\$	48,547.20
Total			\$	103,794.80
Fringe Benefits	Rate %	Wages	Total	
PERS	17.87	\$ 103,794.80	\$	18,548.13
Workers Comp	3%	\$ 103,794.80	\$	3,113.84
Medicare	1.45%	\$ 103,794.80	\$	1,505.02
Health Ins.	1700/mo.x3	12 months	\$	61,200.00
Fringe Subtotal			\$	84,366.99
Personnel Total			\$	188,161.79
Other Costs				
Recovery Supports			\$	215,171.04
Transitional Housing			\$	20,000.00
Project Evaluation			\$	10,000.00
Other Costs Total			\$	245,171.04
Total Budget Request Year 1			\$	433,332.83

*The remaining portion of Scott Duff's full time salary will be covered by the Attorney General Law Enforcement Diversion Grant.

Budget Narrative:

Personnel Costs	\$188,161.79
Scott Duff, Director of Project FORT full time salary position. Year one will be mainly covered by the Attorney General Law Enforcement Diversion Grant. The remaining years will be dependant upon whether or no that funding continues. Peer Supporter, Sean Grossarth, is a full time position. He provides support to FORT clients and assists in getting them into treatment and assures they are attending meetings and appointments. Megan Poling is the Fiscal Officer for Major Crimes Unit/ Project FORT. She handles grant reporting, monitoring, account payable and receivable. These three positions are critical for the function of Project FORT.	

Other Costs **\$245,171.04**

Recovery Supports: \$215,171.04

Recovery Supports includes assistantance intended to help and individual with addition or mental health needs to initiate and sustain recovery. Such support includes: **Housing**- Recovery housing, room and board for residential treatment, rent deposits, short term housing, utilities: **Employment**- Job training/educational services, interview, job attire, GED testing, vocational certificates, license reinstatement fees. **Transportation**- bus passes, gas cards, cab/uber fare **Non-Vocational Education**-parenting classes, self-care, life skills **Childcare during treatment/Recovery check ups** **Peer Support Activities** **Relapse Prevention/Recovery Check ups** **Support Groups** **Identification**: Driver's License, Social Security Card, Birth Certificate **Emergency Basic Need Items**: Food vouchers/Pre-paid store card clothing vouchers, hygiene products and cleaning supplies

Transitional Housing **\$20,000.00**
Housing for FORT client - Local hotel room designated for FORT clients if and when needed. To be used in situations when treatment facility or homeless shelter is not available.

Project Evaluation **\$10,000.00**
Program evaluator TBD

Year 2				
Salary	# hrs	Hr Rate	Total	
Scott Duff	2080	\$ 30.60	\$	63,648.00
Peer Supporter	2080	\$ 20.00	\$	41,600.00
Megan Poling	2080	\$ 23.34	\$	48,547.20
Total			\$	153,795.20
Fringe Benefits	Rate %	Wages	Total	
PERS	17.87	\$ 153,795.20	\$	27,483.20
Workers Comp	3%	\$ 153,795.20	\$	4,613.86
Medicare	1.45%	\$ 153,795.20	\$	2,230.03
Health Ins.	1700/mo.x3	12 months	\$	61,200.00
Fringe Subtotal			\$	95,527.09
Personnel Total			\$	249,322.29
Other Costs				
Recovery Supports			\$	154,011.05
Transitional Housing			\$	20,000.00
Project Evaluation			\$	10,000.00
Other Costs Total			\$	184,011.05
Total Budget Request Year 2			\$	433,333.34

Budget Narrative:

Personnel Costs	\$249,322.29
Scott Duff, Director of Project FORT full time salary position. Year one will be mainly covered by the Attorney General Law Enforcement Diversion Grant. The remaining years will be dependant upon whether or no that funding continues. Peer Supporter, Sean Grossarth, is a full time position. He provides support to FORT clients and assists in getting them into treatment and assures they are attending meetings and appointments. Megan Poling is the Fiscal Officer for Major Crimes Unit/ Project FORT. She handles grant reporting, monitoring, account payable and receivable. These three positions are critical for the function of Project FORT.	

Other Costs **\$184,011.05**

Recovery Supports: \$154,011.05

Recovery Supports includes assistantance intended to help and individual with addition or mental health needs to initiate and sustain recovery. Such support includes: **Housing**- Recovery housing, room and board for residential treatment, rent deposits, short term housing, utilities: **Employment**- Job training/educational services, interview, job attire, GED testing, vocational certificates, license reinstatement fees. **Transportation**- bus passes, gas cards, cab/uber fare **Non-Vocational Education**-parenting classes, self-care, life skills **Childcare during treatment/Recovery check ups** **Peer Support Activities** **Relapse Prevention/Recovery Check ups** **Support Groups** **Identification**: Driver's License, Social Security Card, Birth Certificate **Emergency Basic Need Items**: Food vouchers/Pre-paid store card clothing vouchers, hygiene products and cleaning supplies

Transitional Housing **\$20,000.00**
Housing for FORT client - Local hotel room designated for FORT clients if and when needed. To be used in situations when treatment facility or homeless shelter is not available.

Project Evaluation **\$10,000.00**
Program evaluator TBD

Year 3				
Salary	# hrs	Hr Rate	Total	
Scott Duff	2080	\$ 30.60	\$	63,648.00
Peer Supporter	2080	\$ 20.00	\$	41,600.00
Megan Poling	2080	\$ 23.34	\$	48,547.20
Total			\$	153,795.20
Fringe Benefits	Rate %	Wages	Total	
PERS	17.87	\$ 153,795.20	\$	27,483.20
Workers Comp	3%	\$ 153,795.20	\$	4,613.86
Medicare	1.45%	\$ 153,795.20	\$	2,230.03
Health Ins.	1700/mo.x3	12 months	\$	61,200.00
Fringe Subtotal			\$	95,527.09
Personnel Total			\$	249,322.29
Other Costs				
Recovery Supports			\$	154,011.54
Transitional Housing			\$	20,000.00
Project Evaluation			\$	10,000.00
Other Costs Total			\$	184,011.54
Total Budget Request Year 3			\$	433,333.83

Budget Narrative:

Personnel Costs	\$249,322.29
Scott Duff, Director of Project FORT full time salary position. Year one will be mainly covered by the Attorney General Law Enforcement Diversion Grant. The remaining years will be dependant upon whether or no that funding continues. Peer Supporter, Sean Grossarth, is a full time position. He provides support to FORT clients and assists in getting them into treatment and assures they are attending meetings and appointments. Megan Poling is the Fiscal Officer for Major Crimes Unit/ Project FORT. She handles grant reporting, monitoring, account payable and receivable. These three positions are critical for the function of Project FORT.	

Other Costs **\$184,011.54**

Recovery Supports: \$154,011.54

Recovery Supports includes assistantance intended to help and individual with addition or mental health needs to initiate and sustain recovery. Such support includes: **Housing**- Recovery housing, room and board for residential treatment, rent deposits, short term housing, utilities: **Employment**- Job training/educational services, interview, job attire, GED testing, vocational certificates, license reinstatement fees. **Transportation**- bus passes, gas cards, cab/uber fare **Non-Vocational Education**-parenting classes, self-care, life skills **Childcare during treatment/Recovery check ups** **Peer Support Activities** **Relapse Prevention/Recovery Check ups** **Support Groups** **Identification**: Driver's License, Social Security Card, Birth Certificate **Emergency Basic Need Items**: Food vouchers/Pre-paid store card clothing vouchers, hygiene products and cleaning supplies

Transitional Housing **\$20,000.00**
Housing for FORT client - Local hotel room designated for FORT clients if and when needed. To be used in situations when treatment facility or homeless shelter is not available.

Project Evaluation **\$10,000.00**
Program evaluator TBD

Signature Page

Resolution No. 2023-02.14.t

A resolution to appropriate from unappropriated in a major expenditure object category South Central Major Crimes Unit 78785823 SF 8315 COAP/DOJ Grant

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution 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 February 16, 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

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200	COMMISSIONERS ADMIN								
	Fund: 2876 - FISCAL RECOVERY (ARP)								
5368862	02/16/2023	17330	WMK LLC	Q270069	12/27/2022	21006703	C0214	vehicle for safe transports	48,700.00
TOTAL: COMMISSIONERS ADMIN									48,700.00

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1215	HUMAN RESOURCES								
	Fund: 1001 - GENERAL FUND								
5368860	02/16/2023	600	COUNTY LOSS CONTROL 2023 COORDINATOR'S ASSOC.		02/02/2023	23000615	C0214	membership dues PORTER & HAWK	175.00
TOTAL: HUMAN RESOURCES									175.00

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1600	ENGINEER-ADMIN								
	Fund: 2362 - ROAD & BRIDGES (ENGINEER LEVY)								
5368861	02/16/2023	7720	SHELLY COMPANY	#1	09/14/2022	22004098	C0214	2022 RESURFACING CR3/31/60/84	73,908.03
TOTAL: ENGINEER-ADMIN									73,908.03

INVOICES BY DEPARTMENT

02/16/2023 to 02/16/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
2000	PROBATE COURT								
	Fund: 2859 - CNTY PROBT CRT GUARDNSHP SERV								
5368863	02/16/2023	17330	WMK LLC	Q270069	12/27/2022	23002425	C0214	GSB-VEHICLE	6,943.69
TOTAL: PROBATE COURT									6,943.69

INVOICES BY DEPARTMENT

02/16/2023 to 02/16/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: **\$129,726.72**

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Resolution No. 2023-02.14.u

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.

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