

Regular Meeting #11 - 2023
Fairfield County Commissioners' Office
March 21, 2023

Review Meeting

The Commissioners met 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 and Dave Levacy. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Rick Szabrak, Tony Vogel, Amy Brown-Thompson, Steven Darnell, Dr. Carri Brown, Marty Norris, Josh Crawford, Judy Stemen, Ray Stemen, Jim Reed, Barb Martin, Frank Martin, Melissa Conner, Bret Rogers, Margaret Leith, and Brandy Marshall.

Attending virtually: Jeanie Wears, Shelby Hunt, Lisa McKenzie, Jim Bahnsen, Lori Hawk, Jessica Murphy, Beth Cotrell, Toni Ashton, Nikki Drake, Stacy Hicks, Michael Kaper, Ashley Arter, Britney Lee, Raz Sabaiduc, Jonathan Ferbrache, Becky, Jared Collins, and Sheriff Alex Lape.

Welcome

Commissioner Davis opened the meeting at 9:07 a.m. by welcoming everyone in attendance and spoke briefly about the reason for Commissioner Fix's absence.

Public Comments

Ray Stemen of Lancaster spoke about the closing of small banks in London and the U.S. Mr. Stemen closed his comments by reading a poem about praise that had been written by his wife.

Judy Stemen of Lancaster spoke about COVID headlines and published findings of the effects of fluoride on an individual's IQ. Ms. Stemen provided a handout that is contained in the minutes.

Margaret Leith of Pleasantville spoke about family and extended family that live in the same vicinity. She then voiced her concerns regarding solar farms and their effects on farmland and property value. She asked the Commissioners to consider passing a resolution excluding specified areas from becoming solar farms.

Jim Reed of Baltimore spoke about zoning solar projects and stated he is against solar farms.

Bret Rogers of Baltimore stated he has concerns that there may be a lack of urgency in addressing the issues of solar energy and that he is against solar projects in Fairfield County. He added that he fears that once a company applies to a siting board it will be too late to stop the proposed project. Mr. Rogers spoke about Senate Bill 52 and asked the Commissioners to ask the Ohio siting Board to not approve additional solar projects in our area.

Melissa Conner of Pleasantville stated that between 2021 and 2022 the state of Ohio lost over 400,000 acres of farmland.

Judy Stemen stated that American farms help to keep America free and not dependent on other nations.

Commissioner Davis thanked everyone for their comments and for complying with the Commission's Public Hearing Guidelines.

Legal Update

There was no legal update.

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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, \$23.5M has been appropriated, \$11.7M expended, and \$4.3M encumbered or obligated.

CCAO Hosted a Tri-County Legislative Update

Ms. Cordle stated that she and Commissioner Levacy attended a legislative update that CCAO organized for Licking, Perry, and Fairfield Counties. She added that the meeting offered each of the counties an opportunity to highlight what that county's priorities are and provided them the opportunity to hear from their legislators.

Commissioner Levacy stated that the meeting was a great and rare opportunity to meet with state legislators.

Big Brother Big Sisters Volunteer Opportunity

Ms. Cordle spoke about Big Brothers Big Sisters' (BBBS) "Big for a Day" program. She stated that the program offers kids on the BBBS waiting list an opportunity to engage with mentors and for mentors to learn more about the program. Ms. Cordle added that the Clerk to the Board of Commissioners, Rochelle Menningen, would be sending out a global email to share information on the opportunity.

Highlights of Resolutions

Administrative Approvals and Resolutions

Ms. Cordle reported that the review packet contained a list of administrative approvals and that there were 35 resolutions for the voting meeting. She provided the following resolution of note:

- A resolution to approve a plan agreement with the County Commissioners Association of Ohio for inclusion the workers' compensation group retrospective rating plan program.

Deputy County Administrator, Jeff Porter, stated that public employers have not received the same rate reduction as private employers.

- A resolution authorizing the County Administrator to approve an agreement with Excel Inc., d/b/a DHL Supply Chain

Economic and Workforce Development Director, Rick Szabrak, stated the agreement is between multiple entities and will be one of the largest investments in Fairfield County at approximately \$55M. He added that the state will be providing funding for road improvements and that the schools will still receive tax dollars with the agreement's fifteen-year tax abatement incentive.

Commissioner Levacy asked if the entire \$9.2M would be for roads.

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Mr. Szabrak confirmed it would and thanked the Engineer's Office for their assistance with the project.

- A resolution to approve recommendations and updates to the 2023 Personnel Policy Manual for Fairfield County employees

Mr. Porter stated that the changes were presented at the Commissioners' meeting in Pleasantville and that password and network changes were added to address recent security concerns.

Budget Review

- Budget Director, Bart Hampson, provided updated estimates for the General Fund.

Recognition

Ms. Cordle provided the following recognitions:

- County Auditor, Dr. Brown, shared that Todd McCullough, DD Director of Operations, sent an encouraging note based on exceptional customer service and collaboration of the County Auditor's GIS Team.
- County Auditor, Dr. Brown, thanked Miranda Gray with ADAMH for sharing her expertise of Mental Health First Aid Training during an all-team meeting for the County Auditor's Office.
- Thank you to Bennett Niceswanger for his work on converting the Commissioner's Office over to the new phone system.

Calendar Review/Invitations Received

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

- Fairfield County Jail Tour, March 21, 2023, 11:00 a.m., Fairfield County Sheriff's Office Jail, 345 Lincoln Ave., Lancaster
- Fairfield County 4-H 2023 Achievement Award Program, April 4, 2023, Registration begins at 6:45 p.m., Program begins 7:00 p.m., Ohio University Lancaster, 1570 Granville Pike, Lancaster
- 3rd Annual Kiwanis Club of Lancaster 5k/10k Run, Walk & Roll, May 20, 2023, 9:00 a.m., Hunter Park, 907 Lincoln Ave., Lancaster
- Ohio Council of County Officials Legislative Reception, April 19, 2023, 5:00 p.m. – 7:00 p.m., Ohio Statehouse Atrium, 1 Capitol Sq., Columbus
- Workforce Center Graduation, May 12, 2023, 11:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll

Commissioner Davis asked about the Workforce Center Graduation and Mr. Szabrak provided 2022 attendance numbers and details.

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Correspondence

Rochelle Menningen, reviewed the following correspondence:

- Thank You Letter and Save the Date, July 20-29, 2023, from the Lancaster Festival
- Fairfield County Sheriff's Office Reentry Presentation, Titled: Integrity. Commitment to Excellence. Community Involvement. From Sheriff Alex Lape, Chief W. Scott Ervin, Lt. John Warner, and Director of Reentry, Samantha Green
- Memo for Dr. Carri Brown, County Auditor, March 16, 2023, Subjects: Board of Revision Update; Discussions with Legislators; Mental Health First Aid and Resiliency Training; and Budget Update
- Ohio Attorney General's Office Conference Notice, Theme: Empowering Survivor's to Rebuild Lives, May 8-9, 2023, Greater Columbus Convention Center, 400 N. High St., Columbus
- March 2023 Imagine Newsletter, Fairfield County Board of Developmental Disabilities
- Fairfield County Health Department Mosquito Control Services Letter and Form, March 14, 2023
- Letter from Fairfield County Resident Regarding Solar Projects
- Flyer from Lancaster Police Department Regarding Citizen Police Academy
- Lancaster Eagle Gazette, March 15, 2023, Author Jeff Barron, "County is asking for the Public's Help in Planning for Future Growth"
- Release from the Fairfield County Health Department, March 20, 2023, "Narcain Kits Now Available Through the Health Department"
- TC Energy, Columbia Gas Transmission LLC, Landowner Survey Notification, WOF Phase II Geohazard Sites – SR6092, Parcel No's 1483300822 & 1483305377
- Federal Emergency Management Agency, March 17, 2023, FEMA Information Regarding Flood Insurance Rate Map and Flood Insurance Study, Case No. 14-05-4454S

Jail Population

Ms. Cordle stated that the jail population for March 14, 2023, was 266 with 31 of those being contracted placements, and for March 21, 2023, was 259 with 33 of those being contracted placements.

Old Business

Commissioner Levacy spoke about the meeting he had with the Chancellor of Higher Education regarding funding for the Workforce Center.

Mr. Szabrak shared that the Chancellor was very impressed by the Workforce Center.

Commissioner Davis spoke about meeting with RLS consultants who would analyze the county's transportation system.

Commissioner Levacy spoke about attending the CCAO meeting and noted that Commissioner Davis was the topic of discussion for his work regarding transportation.

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Commissioner Davis stated that the transportation study RLS results would be reviewed and discussed and that it would not be a two-year decision process.

New Business

Commissioner Davis thanked Budget Director, Bart Hampson, for the chart regarding the history of the carry over going back to 2011. He added that the fiscal position of the county has improved for each of the last thirteen years.

Commissioner Levacy stated that Fairfield County has one of the lowest sales tax rates in Ohio.

County Auditor, Dr. Carri Brown, stated that the requests for proposals opened and that there are consistently fewer vendors for the requested real estate services. Dr. Brown also spoke about CAUV adjustments and the March 31st deadline for their forms/applications.

Regular (Voting) Meeting

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Attending virtually: Jeanie Wears, Shelby Hunt, Lisa McKenzie, Jim Bahnsen, Lori Hawk, Jessica Murphy, Beth Cotrell, Toni Ashton, Nikki Drake, Stacy Hicks, Michael Kaper, Ashley Arter, Britney Lee, Raz Sabaiduc, Jonathan Ferbrache, Becky, Jared Collins, and Sheriff Alex Lape.

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 March 14, 2023

On the motion of Dave Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, March 14, 2023 meeting.

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

Approval of Resolutions from the Board of Commissioners

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

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- 2023-03.21.a A resolution to approve a plan agreement with the County Commissioners Association of Ohio for inclusion the workers' compensation group retrospective rating plan program
- 2023-03.21.b A resolution approving an account-to-account transfer in a major expenditure object category, ARPA Fund # 2876

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

Approval of a Resolution from the Fairfield County Auditor - Finance

On the motion of Dave Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Auditor - Finance:

- 2023-03.21.c A resolution approving an account-to-account transfer of appropriations - Fund 1001, County Auditor's Office

Dr. Brown stated the resolution is to classify expenditures for retirement pay-outs.

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

Approval of Resolutions from Fairfield County Economic and Workforce Development

On the motion of Dave Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Economic and Workforce Development:

- 2023-03.21.d A resolution authorizing County Administrator to approve an agreement with Exel Inc., a Massachusetts corporation, d/b/a DHL Supply Chain (USA)

Rick Szabrak thanked everyone involved for their work and stated that he thinks this agreement will be a big win for the County.

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

Approval of a Resolution from the Fairfield County Emergency Management Agency

On the motion of Dave Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Emergency Management Agency:

- 2023-03.21.e A resolution to request for appropriations for receipts for EMA Emergency Performance Grant Fund 2091 (Sub fund 8319)

Facilities and EMA Director, Jon Kochis, stated this is for battery fire training.

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

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Approval of Resolutions from the Fairfield County Engineer

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

- | | |
|--------------|--|
| 2023-03.21.f | A Resolution to Approve Advertising for the 2023 Crack Seal Project. |
| 2023-03.21.g | A Resolution to Approve Advertising for the HOC-08, FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project. |
| 2023-03.21.h | A Resolution to Approve Advertising for the 2023 Micro surfacing Project. |
| 2023-03.21.i | A Resolution to Approve Advertising for the 2023 Pavement Markings Project. |
| 2023-03.21.j | A Resolution to Approve Advertising for the 2023 Resurfacing Project. |
| 2023-03.21.k | A Resolution to Approve Advertising by the County Engineer to Sell Scrap Metal and Aluminum. |
| 2023-03.21.l | A Resolution to Approve Advertising for the Purchase of Liquid Asphalt. |
| 2023-03.21.m | A Resolution to Approve the Construction Drawings for the HOC-08, FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project. |
| 2023-03.21.n | A resolution to approve the purchase of a Bomag Roller. |
| 2023-03.21.o | A resolution to approve the purchase of a LeeBoy 8520C Paver. |
| 2023-03.21.p | A resolution to change a bridge load rating (CLE-29). |
| 2023-03.21.q | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance. |
| 2023-03.21.r | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials and supplies |

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

Approval of a Resolution from Fairfield County Human Resources

On the motion of Dave Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Human Resources:

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2023-03.21.s A resolution to approve recommendations and updates to the 2023 Personnel Policy Manual for Fairfield County employees

Commissioner Davis thanked Administrator Cordle, Deputy Administrator Porter, and Auditor Brown for making a work environment where employees feel valued.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Dave Levacy and Steve Davis

Approval of Resolutions from Fairfield County Job and Family Services

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

2023-03.21.t A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between All Adolescent Oasis, Inc. and Child Protective Services Department.

2023-03.21.u A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between All For You 126, Inc. and Child Protective Services Department.

2023-03.21.v A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and City of Refuge DBA One Way Farm.

2023-03.21.w A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Fox Run Hospital.

2023-03.21.x A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Healing Pathways Transitional Homes.

2023-03.21.y A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Village Network.

2023-03.21.z A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services

2023-03.21.aa A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Attorney Mary Ann Boone.

2023-03.21.bb A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.

2023-03.21.cc A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.

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March 21, 2023

2023-03.21.dd A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2018 reimbursing Fund 2072

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

Approval of Resolutions from Fairfield County Juvenile and Probate Court

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

2023-03.21.ee A resolution authorizing the Approval of amendment #1 to the FY23 Grant Agreement with the Ohio Department of Youth Services

2023-03.21.ff A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2036 Department of Youth Services

2023-03.21.gg A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2036 Department of Youth Services

Commissioner Davis stated he sent a draft MCJDC agreement to the participating counties and that he anticipates the agreement will be slated for approval in May.

Dr. Brown stated that the May meeting will also be when the county Auditors will be together and could sign the agreement.

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

Approval of a Resolution from the Fairfield County Regional Planning Commission

On the motion of Dave Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Regional Planning Commission:

2023-03.21.hh A resolution to approve Final Acceptance of the Meadowmoore Reserve, Section 2, Phase 1 Final Plat

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

Approval of the Payment of Bills

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

2023-03.21.ii A resolution authorizing the approval of payment of invoices for departments that need the Board of Commissioners' approval.

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

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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

Tuesday, March 21, 2023
9:00 a.m.

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. 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.*

4. Legal Update

5. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. Fairfield County Jail Tour, March 21, 2023, 11:00 a.m., Fairfield County Sheriff's Office Jail, 345 Lincoln Ave., Lancaster
 - ii. Fairfield County 4-H 2023 Achievement Award Program, April 4, 2023, Registration begins at 6:45 p.m., Program begins 7:00 p.m., Ohio University Lancaster, 1570 Granville Pike, Lancaster
 - iii. 3rd Annual Kiwanis Club of Lancaster 5k/10k Run, Walk & Roll, May 20, 2023, 9:00 a.m., Hunter Park, 907 Lincoln Ave., Lancaster
 - iv. Ohio Council of County Officials Legislative Reception, April 19, 2023, 5:00 p.m. – 7:00 p.m., Ohio Statehouse Atrium, 1 Capitol Sq., Columbus
 - v. Workforce Center Graduation, May 12, 2023, 11:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll
- f. Correspondence
 - i. Thank You Letter and Save the Date, July 20-29, 2023, from the Lancaster Festival
 - ii. Fairfield County Sheriff's Office Reentry Presentation, Titled: Integrity. Commitment to Excellence. Community Involvement. From Sheriff Alex Lape, Chief W. Scott Ervin, Lt. John Warner, and Director of Reentry, Samantha Green

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

- iii. Memo for Dr. Carri Brown, County Auditor, March 16, 2023, Subjects: Board of Revision Update; Discussions with Legislators; Mental Health First Aid and Resiliency Training; and Budget Update
- iv. Ohio Attorney General's Office Conference Notice, Theme: Empowering Survivor's to Rebuild Lives, May 8-9, 2023, Greater Columbus Convention Center, 400 N. High St., Columbus
- v. March 2023 Imagine Newsletter, Fairfield County Board of Developmental Disabilities
- vi. Fairfield County Health Department Mosquito Control Services Letter and Form, March 14, 2023
- vii. Letter from Fairfield County Resident Regarding Solar Projects
- viii. Flyer from Lancaster Police Department Regarding Citizen Police Academy
- ix. *Lancaster Eagle Gazette*, March 15, 2023, Author Jeff Barron, "County is asking for the Public's Help in Planning for Future Growth"
- x. Release from the Fairfield County Health Department, March 20, 2023, "Narcans Kits Now Available Through the Health Department"
- xi. TC Energy, Columbia Gas Transmission LLC, Landowner Survey Notification, WOF Phase II Geohazard Sites – SR6092, Parcel No's 1483300822 & 1483305377
- xii. Federal Emergency Management Agency, March 17, 2023, FEMA Information Regarding Flood Insurance Rate Map and Flood Insurance Study, Case No. 14-05-4454S

6. Old Business

7. New Business

8. Regular (Voting) Meeting

9. Adjourn

10. Jail Tour for Elected Officials, 11:00 a.m., Fairfield County Sheriff's Office, 345 Lincoln Ave., Lancaster

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
MARCH 13, 2023 TO March 19, 2023

Fairfield County Commissioners

- AA.03.14-2023.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program [Commissioners]
- AA.03.15-2023.a 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.03.15-2023.d An Administrative Approval to request the Regional Planning Commission for the FY2022 CDBG Allocation and Neighborhood Revitalization Program Administration. [Commissioners]

Fairfield County Economic & Workforce Development

- AA.03.15-2023.c An Administrative Approval authorizing lease agreement for a copier at the Workforce Center [Economic & Workforce Development]

Fairfield County Emergency Management Agency

- AA.03.13-2023.b An Administrative Approval for signature of a Hazard Mitigation Planning Grant Draw Down for the Fairfield County EMA to receive our grant award based on deliverables. [EMA]

Fairfield County Human Resources

- AA.03.15-2023.b An administrative approval to amend the Fairfield County Compensation Plan schedule. [Fairfield County Human Resources]

Fairfield County Regional Planning Commission

- AA.03.13-2023.a A resolution to select a consultant for the Environmental Review Services for the Fairfield County Community Development Block Grant (CDBG) Allocation Program and Neighborhood Revitalization Programs of Fairfield County B-F-22-1AV-1 [Regional Planning] [Regional Planning Commission]

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan
Fiscal Recovery Funds, as of 3.16.2023.**

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

\$23,547,288.01 has been appropriated, \$11,739,631.33 expended, \$4,328,826.63 encumbered or obligated.

12Project/Category		As of 3/16/23 Appropriations	As of 3/16/23 Expenditure	As of 3/16/23 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	74,679.67	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,254,524.02	1,744,214.66	1,455,995.92
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	60,565.00	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	1,179,555.76	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	153,516.54	0.00
R110a	Mental and Behavioral Health	40,018.00	0.00	40,018.00
Subtotal Public Health		5,887,903.28	3,731,095.94	1,564,824.66
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	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	23,630.61	18,278.01	0.00

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan
Fiscal Recovery Funds, as of 3.16.2023.**

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

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Project/Category		As of 3/16/23 Appropriations	As of 3/16/23 Expenditure	As of 3/16/23 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	124,354.84	124,923.16
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		1,850,804.61	1,515,698.72	173,731.29
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
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	0.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	659,000.00	0.00	0.00

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan
Fiscal Recovery Funds, as of 3.16.2023.**

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

\$23,547,288.01 has been appropriated, \$11,739,631.33 expended, \$4,328,826.63 encumbered or obligated.

Project/Category		As of 3/16/23 Appropriations	As of 3/16/23 Expenditure	As of 3/16/23 Obligation
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		6,000,790.50	882,169.92	672,326.26
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	71,615.50	303,384.50
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	1,684,539.48	338,223.54
R61h	Community School Attendance Program	501,137.00	60,215.21	6,322.10
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	7,400.12	192,599.88
Revenue Loss		9,327,912.08	5,305,755.26	1,917,944.42
Administration				
R71a	Administrative Expenses	412,415.82	237,449.77	0.00
Subtotal Administration		412,415.82	237,449.77	0.00
Grand Total		\$23,547,288.01	\$11,739,631.33	\$4,328,826.63

Dear Fairfield County Commissioners,

My name is Haley Black, 4-H Program Assistant for Fairfield County. Each year our 4-H Youth Development Program recognizes youth for their 4-H achievements. We would like to welcome you to our Fairfield County 4-H Recognition program for 2023.

Our older youth begin at the age of 14 to fill out their Ohio 4-H Achievement record form to list all their 4-H participation, leadership, honors, community service and end by telling what 4-H has done for them. Our youth who are in the beginning years of their 4-H careers fill out their Junior Achievement record forms.

We will offer a recognition program and dessert reception to our 56 Older Youth participants and to our 42 Junior Achievement youth participants who will be receiving an award for their achievements.

The **2023 Fairfield County 4-H Achievement Award Program** will be held in Ohio University-Lancaster Auditorium, 1570 Granville Pike, Lancaster, OH 43130, on Thursday, April 4th at 6:45pm. Registration is at 6:45pm and the program will begin at 7:00pm with a dessert reception to follow.

We would like to invite you to be a part of this event. Your generous support of the 4-H program is greatly appreciated. We hope that you will be a part of this recognition ceremony to assist in honoring the accomplishments of the youth in Fairfield County that have benefited from your support of our program.

Please let us know if you will be able to attend by responding to this email by Friday, March 31st. We look forward to hearing from you soon!

Sincerely,
Haley Black

Haley Black

Program Assistant, 4-H Youth Development

College of Food, Agricultural, and Environmental Sciences

OSU Extension, Fairfield County

831 College Ave, Suite D, Lancaster, OH 43130

740-277-4622 Office

black.768@osu.edu / osu.edu

Pronouns: she/her/hers/they/them / Honorific: Mrs.

3rd Annual
5K/10K
**RUN, WALK
& ROLL**



To support the Kiwanis Club of Lancaster

SATURDAY, MAY 20, 9AM
HUNTER PARK, LANCASTER
\$30 PER PERSON

<https://raceroster.com/events/2023/73331/kiwanna-go-for-a-run>



March 16, 2023

To All CCAO Members,

The Ohio Council of County Officials (OCCO) Legislative Reception will be held April 19th from 5:00 p.m. to 7:00 p.m. at the Ohio Statehouse Atrium. To learn more and register for the event, [please click here](#). For a printable copy of the below flyer, [click here](#).

Registration is Open!

 **OCCO**
Ohio Council of County Officials

Legislative Reception

April 19, 2023 | 5:00p.m.-7:00p.m.

Ohio Statehouse Atrium

Free to Attend

Register Today

The Ohio Council of County Officials (OCCO) is hosting a legislative reception on April 19 from 5 to 7 p.m. for county elected officials, members of the Ohio General Assembly, and statewide office holders. April is National County Government Month, and we look forward to celebrating the work of county government together.

OCCO is an organization that unites the associations representing county auditors, commissioners, clerks of courts, coroners, engineers, prosecuting attorneys, recorders, treasurers, sheriffs and judges in order to promote sound, efficient and fiscally responsible government.

Please contact Robin Garrett, CCAO Boards' Liaison and Events Manager, at (614) 220-0653 or rgarrett@ccao.org if you have any questions. We look forward to seeing you there!

209 East State St, Columbus, Ohio 43215 (614) 221-5627



WORKFORCE CENTER

GRADUATION

MAY | AT
12 | **11:30**
2023 | AM

4465 Coonpath Road
Carroll, OH 43112



03/21/2023

020

SAVE THE DATE!

LANCASTER & FESTIVAL

March 13, 2023

Mr. Steve Davis, Mr. David Levacy and Mr. Jeff Fix
210 E Main Street, #301
Lancaster, OH 43130

Dear Steve, Dave and Jeff,

Thank you for your support of the Lancaster Festival. Your generous donation of \$10,300.00 on 3/13/2023 will serve the community by directly funding art and music experiences during the 2023 Lancaster Festival.

Save the date for the 39th Lancaster Festival season July 20-29, 2023. Along with spectacular headliners Andy Grammer and Sheryl Crow, we are planning a new, free, Lancaster Festival Orchestra Rock the POPS! concert on the Wendel Concert Stage. This concert will feature rock violinist Siobhan Cronin and will truly be a gift to the community. Each year we continue to expand the reach of the Festival with new experiences and events for all. Your gift supports the continued mission of the Lancaster Festival. The staff and Board of Directors are sincerely grateful for your support of the 2023 Season.

Your donation will be recognized in the official 2023 Festival program as:

Fairfield County Commissioners

With warm thanks,



Deb Connell
Executive Director

*Thank you for your
continued, generous support!*

The Lancaster Festival, Inc. is a non-profit organization under code section 501(c)3 of the Internal Revenue Service. Our tax ID # is 31-1019091. The Lancaster Festival, Inc. did not provide any goods or services to the donor, in whole or in part, in exchange for the contribution.

Fairfield County Sheriff's Office Reentry

Integrity. Commitment to Excellence. Community Involvement

*Sheriff Alex Lape
Chief W. Scott Ervin
Lieutenant John Warner*

Director of Reentry Samantha Green





*America is the land of the second chance and when the gates
of prison open, the path ahead should lead to a better life
— George W. Bush —*

Challenges

- **COORDINATION**
- **SPACE**
- **SECURITY**

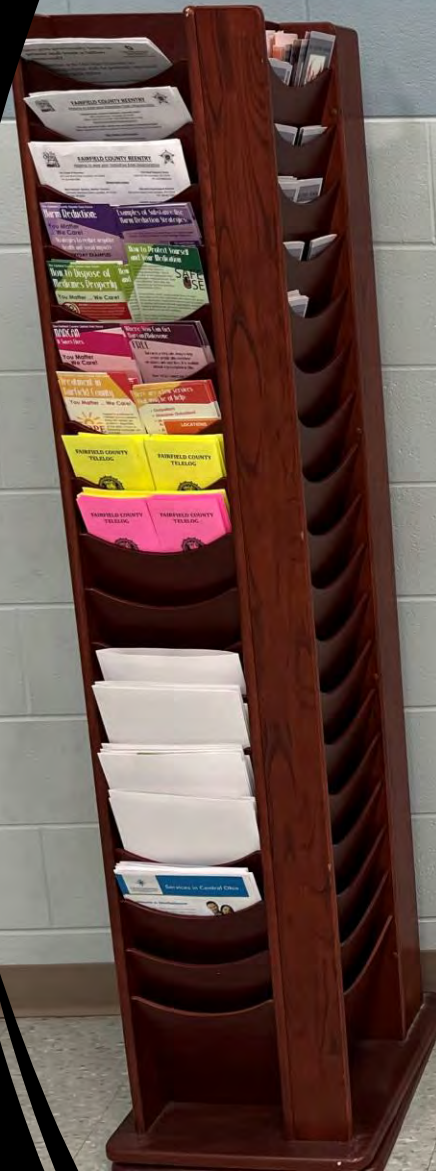


03/21/2023



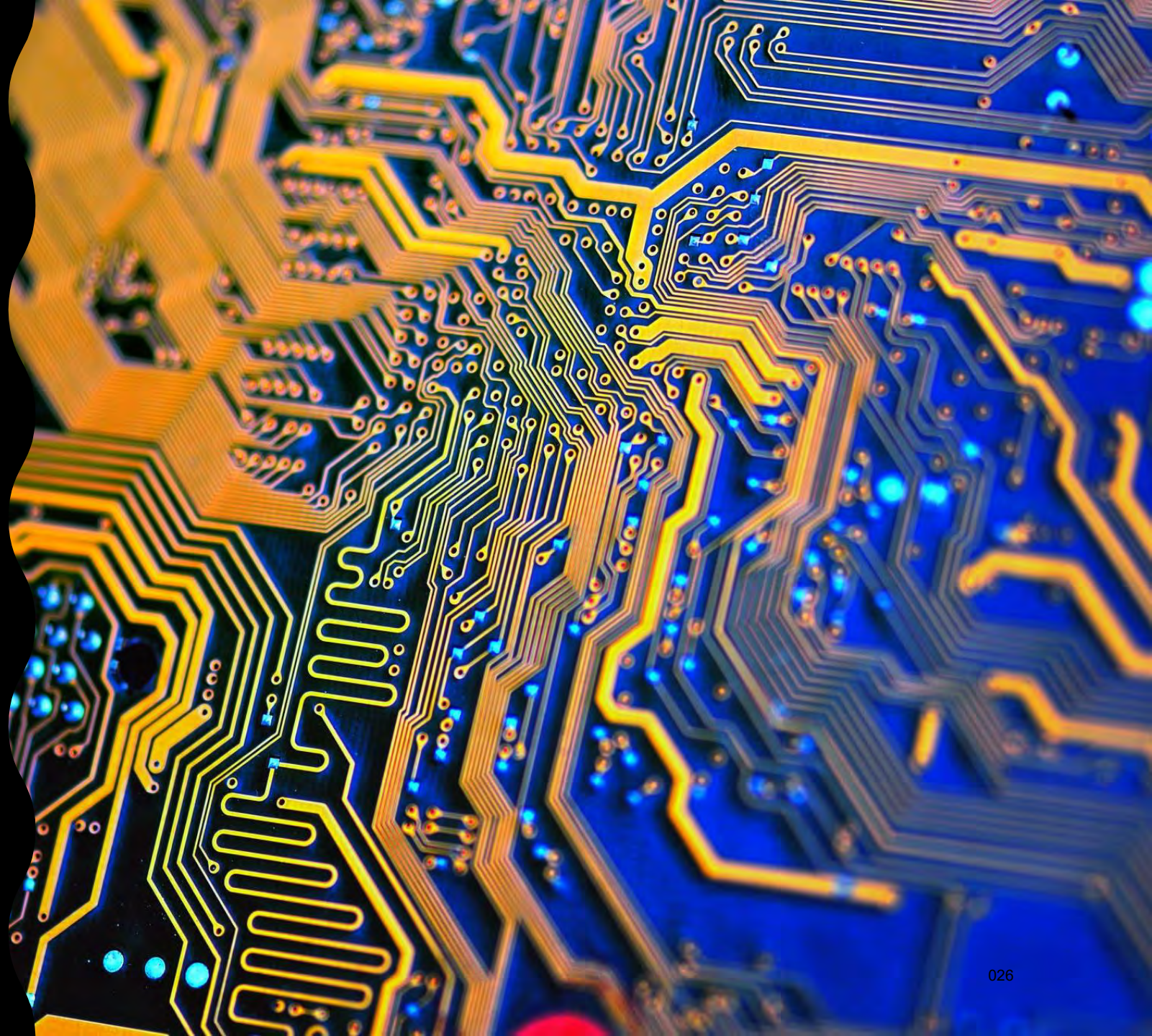
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Small things
equal big
impact



Technology

- *Kite*
- *Computer Programming System*
- *Portable Tv Cart*
- *Classroom*



Kite

- Inmate Communications
- Information Sharing
- Resources



Thursday, March 2, 2023 12:16:11 PM



Computer Programming System

This equipment uses the same access point as our cable system, allowing us to stream content throughout the entire facility at one time.



Portable Tv cart

This equipment includes a mixer, speakers, microphones and a smart tv.

It allows us to take programming to them, reach ALL inmates, maximize provider services and maintain jail security at the same time



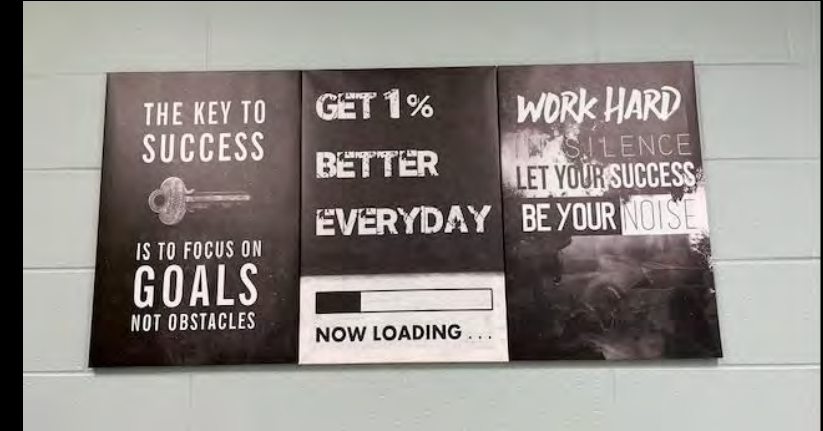
Classroom

The equipment for our classrooms include a smart tv and a polycom video system.

This allows us to enhance facilitator content, attend interactive webinars and conduct groups with a remote facilitator.



Learning Environment



Inmate Programming

Ministry Services

Star Classes - Cognitive Behavioral Treatment

AA/NA Support Groups

Veteran Support Groups

Parenting Classes

Art Classes

New Horizons – Substance Abuse and Mental Health Services

Meditation/Breathing Techniques/Exercise Videos



Financial Literacy

STATS

Data 3/11/23

- Pre-arraignment - 118
- Post-arraignment - 80
- Sentenced - 40
- Average length of stay - 60 days
- Average daily population - 281

Reentry contact begins within 1 week of incarceration





Reentry Basics

Figuring out a persons' specific needs and creating an individual reentry plan is an important part of the reentry process

- Simple Needs
- Complex Needs
- Frequently Requested Services

Example of Reentry Forms

 **Reentry Management**
Fairfield County Reentry Coalition 



Name: DOB: SS: Date:

Address: City: OH Zip: County:

Phone #: Email:

Release Date: Parole / Probation:

Area	Assistance Needed?	Plan / Referrals Made
Employment	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Food/Medical/Medication	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Clothing	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Transportation	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Housing	<input type="checkbox"/> Yes <input type="checkbox"/> No	

 **Reentry Management**
Fairfield County Reentry Coalition 

Education	<input type="checkbox"/> Yes <input type="checkbox"/> No	
D.L./I. D./S. S Card/B.C	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mental Health/Substance Abuse	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Legal	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Child Care/ Child Support, Safety - personal /child / family	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Jail Providers

New Horizons

Mental health, substance abuse, MAT Services.

STAR Community Justice Center

Cognitive behavioral treatment

Action for Children

Parenting classes

Veterans Outreach

provides veterans' support.

Fathom Arts Consortium

Provides a variety of art class.

House of Hope

Provides AA/NA groups.

Cornerstone Church

Ministry Services

Right Path Financial Coaching

Financial Literacy

Community Support

Maywood Mission

Clothing, hygiene items

Project Fort

Narcan

Connexion West

Reentry support

United Way

Book donations/Community
Support

Public Transit

Bus pass

St. Vincent De Paul

Clothing Vouchers

Fairfield County ADAMH

Programming Support/Funding

Every person booked into jail is an opportunity to
break the cycle

Individuals booked in to jail last year:

1,192 – Twice
549 – Three times
232- Four times
85 – Five times
219 – Six times or more

Last year the Fairfield County Sheriff's Office
booked in a total of 4,608 people.

Out of those individuals 2,973 were met by
Reentry. 906 were met by New Horizons and 249
were given Vivitrol Injections.

A photograph of a sunset over the ocean. The sky is filled with soft, colorful clouds in shades of orange, yellow, and blue. The sun is low on the horizon, creating a bright glow. The ocean is visible in the foreground, with gentle waves. Overlaid on this image is the text "IN THE END, WE ONLY REGRET THE CHANCES WE DIDN'T TAKE." in a white, sans-serif font. The text is arranged in six lines: "IN THE END," "WE ONLY", "REGRET", "THE CHANCES", "WE DIDN'T", and "TAKE." The word "REGRET" is in a larger, bolder font than the others.

IN THE END,
WE ONLY
REGRET
THE CHANCES
WE DIDN'T
TAKE.

What's Next

We are working on a direct connection to our Reentry Support provider in the community for follow up upon release as well as gathering statistics.

They are a “One Stop Shop” and offer an abundance of resources.

“ [I]mproving rehabilitation programs and reentry outcomes doesn't just help formerly incarcerated individuals; it's also good for our communities as a whole. ”

- Attorney General Loretta Lynch,
2/23/16

Samantha Green

Director of Reentry

345 Lincoln Avenue

Lancaster, OH 43130

(740) 652-7314 Office

(740) 438-9664 Work Cell

Samantha.green@fairfieldcountyohio.gov

To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: March 16, 2023
Subjects: Board of Revision Update; Discussions with Legislators; Mental Health First Aid and Resiliency Training; and Budget Update

Board of Revision Update

Filing a complaint with the Board of Revision is one way in which property owners have a voice in the property valuation process. Currently, **there are thirty-five property valuation complaints** that are open cases without pending action. There are approximately 70K parcels in Fairfield County. **The deadline for filing a complaint with the BOR is March 31, 2023**, for property values set as of January 1, 2022. (Taxes due relative to 2022 property values are collected in 2023). There are standard, good reasons to file a complaint, such as:

- The property has had documented damage in the last three years.
- The property has been sold on the open market (with an arms-length transaction) recently for an amount different than the value set by the county.
- An appraisal has been completed by a certified appraiser that shows a value different than the value set by the county.
- Similar properties in the same neighborhood have recently *sold* for prices which differ from the property valuation at issue.

Arguments that cannot be accepted to show fair market value include:

- While arguments based on *recent sales* of similar properties can be accepted, arguments based on *valuations* of other properties cannot be accepted.
- It is important to keep in mind that the *property valuation*, not the amount of taxes owed, is the subject of the complaint.

Discussions with Legislators

In addition to participating in the discussion about HB 1 and its effects, County Auditors throughout the state are participating in discussions about multiple topics. These topics include **credit card reform** (to effectively expand allowable business uses for credit cards for counties), **consistent processes** for dissolving village governments (as desired by the villages), and **requiring sales data** of LLC properties in conveyance documents (removing a loophole). Also, along with others, I have been supporting **restoration of the Local Government Fund** and state shared revenues and reimbursements for required services.

Mental Health First Aid, Resiliency, & Other Training

Mental health first aid and resiliency training sessions are scheduled for County Auditor employees. These training opportunities are in response to employee requests made during the annual County Auditor retreat and in follow-up meetings. **Thank you to ADAMH and Juvenile Court for their collaboration with these trainings.** Assigned and required trainings, such as training for Ethics, Sunshine Law (completed during Sunshine week), defensive driving, and avoiding unlawful harassment, have been completed by County Auditor employees as of the first quarter of 2023. Additional technical training sessions are scheduled for subjects surrounding real estate, mapping, financial reporting, and weights and measures.

Budget Update

General Fund revenue estimates have been updated as forecasted in person last week, with a positive aggregate effect of \$20K. An account-to-account transfer of appropriations to properly classify expenditures within the County Auditor's Office has been proposed.



Registration Open, Keynote Speakers Announced for 2023 Two Days in May Conference

Ohio Attorney General Dave Yost today announced registration is open for the 31st annual Two Days in May Conference on Victim Assistance, scheduled for Monday and Tuesday, **May 8-9, 2023**, at the Greater Columbus Convention Center.

The Attorney General's Office, conference partners and workshop presenters from across disciplines will offer an array of professional-development opportunities for victim advocates who serve their communities and the criminal justice system. This year's theme, **Empowering Survivors to Rebuild Lives**, reflects the work being done in the world of advocacy every single day.

REGISTRATION:

Registration is available [online](#), with a fee of \$125 per person. On-site registration will not be available, and no discounts are available for single-day or partial-day attendance.

The conference fee will include:

- An opening session on Monday in the Union Station Ballroom with remarks from Ohio Attorney General Dave Yost, followed by a keynote speaker.
- A Tuesday keynote speaker in the ballroom.
- The choice of 35 workshops covering five time blocks.
- Breakfast on Monday; coffee and tea service on Tuesday morning.
- An awards luncheon in the ballroom on Tuesday.
- Access to vendors and nonprofit organizations.
- Drop-in sessions on Monday and Tuesday with staff members from the Ohio Attorney General's Office available to answer questions on VOCA/SVAA grants and the Ohio Crime Victims Compensation Program.

The deadline to register is April 24, or when capacity is reached. Please note: individual workshops may close earlier because of seating limitations.

KEYNOTE SPEAKERS:

Attorney General Yost and his Crime Victim Services Section are excited to announce our two [keynote speakers](#) for this year's TDIM conference:

- **MAY 8 (Monday): Ruth Bowdish**, a published author, licensed chemical-dependency counselor, a life coach and managing director for On Demand Healthcare. Bowdish will speak on **“The Science of Happiness: A Look at Positive Psychology in the Service of Others.”**
- **MAY 9 (Tuesday): Tony Porter**, author, educator and CEO of A Call to Men, a national nonprofit that promotes healthy, respectful manhood in order to prevent gender-based violence and discrimination and to advance a culture of equity and inclusivity. Porter will talk about **“Promoting Healthy Manhood and Gender Equity.”**

HOTEL INFORMATION:

Rooms are available at reduced rates at three nearby hotels. These room blocks are now open, but PLEASE NOTE THE CUTOFF DATES listed below. Attendees are responsible for making their own hotel reservations and payment:

- [Hilton Columbus Downtown](#), 401 N. High St., Columbus, Ohio 43215
Conference rate: \$169
Reservation cutoff date: April 16, 2023
- [Hyatt Regency Columbus](#), 350 N. High St., Columbus, Ohio 43215
Conference rate: \$122
Reservation cutoff date: April 17, 2023
- [Drury Inn & Suites](#), 88 E. Nationwide Blvd., Columbus, Ohio 43215
Conference rate: \$122 (Group # 10034506)
Reservation cutoff date: April 5, 2023
1-800-325-0720 or by clicking above link

Visit the Two Days in May [webpage](#) for the conference agenda and workshop descriptions.

For questions about the event, please contact [Holly Zachariah](#), Deputy Director of Outreach and Support in the Crime Victim Services Section of the Attorney General's Office. We can't wait to see you in May.

Welcome to the March 2023 Imagine Newsletter



Imagine

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

March is Developmental Disabilities Awareness Month. DD Awareness Month is an opportunity for people and organizations to advocate, inform, and educate. At Fairfield DD, we are using it as a way to provide education and information to those in our community who may have questions about who we are and what we do.



David Uhl,
Superintendent

Our mission is to bring about a vibrant community where people lead fulfilling lives and make meaningful contributions.

Every day, we are working to support people on their journey toward greater independence. We do this through a person-centered approach that focuses on what people want and what people need to be more independent.

So, what do people want and need to be more independent? What does that mean? According to the **United Nations Convention on the Rights of People With a Disability**, the key elements for independence include individual autonomy, being involved in decision-making processes, and having opportunities to be involved in social and cultural events. It means supporting people as they find a fulfilling career, stay healthy, and discover their place in their community.

Right now, Fairfield DD is supporting more than 1,500 people of all ages and backgrounds on their journey toward greater independence. This is only possible because of our great team here at Fairfield DD and because of people like you who partner with us. Thank you for your continued support!

We know you may have more questions about who we are and what we do. This month, we invite you to **Ask Us Anything!** Head over to our website: www.fairfieldddd.com, and scroll down to the Ask Us Anything section. You can post your question, and we will respond with information. This is your chance

to ask something you have always wondered about, aren't sure about, or just want to know more about!

So go ahead. [Ask us anything!](#)

Living the Mission,
David

TICKETS NOW ON SALE

CELEBRATION OF POSSIBILITIES

Think
DIFFERENTLY

Wednesday, May 17 @ 6:00 pm
The Wigwam, Pickerington

Tickets: \$30.00
Call to Reserve
740.652.7220

Featuring Comedian
Derrick Tennant



[Learn about the Celebration](#)

Vibrant Community Connection

Summer Scholarship Program

The 2023 Summer Scholarship Program letters have been mailed. The purpose of the Summer Scholarship Program (SSP) is to increase inclusive, structured, community-based experiences for children and youth using a person-center approach, focusing on their interests, gifts, and talents.

An eligible child may be able to continue their therapy or tutoring services throughout the summer to help diminish the summer learning loss. Eligible youth may be able to attend a summer camp where they will learn skills that will assist them in reaching a new level of independence.

To receive allotment letters and request forms, families should complete the registration process. These funds are available on a first-come, first-served basis. **Scan the QR code below or visit the link to register.**

Information is now available for 2023. Funding is based on the age of the student and school enrollment status.

A letter was mailed to families this week.

Summer Scholarship

FAIRFIELD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Scan the QR code to register. Once registered, allotment letters and request forms will be mailed to your address.

<https://www.fairfielddd.com/family-support-1/#summer-scholarship>

Community Partnership Corner

Commitment to Support



Steve Davis, Jeff Fix, and Dave Levacy have set the standard for what collaboration between a DD Board and a Board of Commissioners should look like. Their commitment to supporting our agency is imperative when it comes to facility acquisition, levies, and board appointments. When challenges have arisen, the commissioners were helpful and supportive, taking proactive steps to impact and ensure the best outcomes possible for the agency.

The commissioners have also invested a great amount of resources in the development of the Fairfield DD team. They have paid for all of

Fairfield DD's leadership and many rising leaders to be part of the National Association of Counties High-Performance Leadership Academy, (NACo) where staff learned research-based practices to become stronger leaders. Participants collaborate with colleagues from all over the US, which has added tremendous value to Fairfield DD and its team members. Because of their support, Fairfield DD can focus on its mission and move forward every day. We are grateful to the Board of Commissioners for their continued support of Fairfield DD!

Fairfield Leadership

Lancaster/Fairfield County Chamber of Commerce hosts a nine-month program entitled "Fairfield Leadership." This program is designed to help the Lancaster and Fairfield community meet its need for the active participation of informed, dedicated community leaders.

During March, the participants heard from local leaders about a variety of topics. David Uhl presented the idea of



practicing personal accountability through the book, *Question Behind the Question*. The idea presented in the book is that no one can successfully achieve goals and new objectives, provide outstanding service, engage in exceptional teamwork, make a change in their community, or lead other people without personal accountability.

Fairfield DD Feature Department

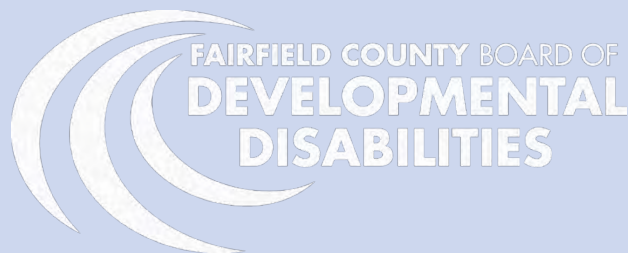
The Communications and Outreach team has been hard at work since its creation last year. Focusing on education and communication with our community and within the agency, these are the staff who create materials to help everyone understand the mission and work of Fairfield DD. The field of developmental disabilities can be confusing and the teams' goal is to create a broader understanding and empower all to participate.



Recently, they have created an internal staff directory to encourage connection across departments. This month, as part of Developmental Disabilities Awareness Month, they have planned multiple opportunities to connect and ask questions about our field and agency. These initiatives will continue throughout the year. The department is also preparing for the bi-annual all-staff professional development day. We have trainings focused on communication and understanding in a vibrant community for our staff to learn and grow.

Celebrating Success

Vibrant Community, Fulfilling Lives, and Meaningful Contributions are all part of the Fairfield DD Mission. When DiscoverU opened in 2013, we were in pursuit of embedding that mission in our



community. With the support of many fantastic partners, we have had great success with that goal. The services formerly offered at DiscoverU are now being provided in the community instead of in an isolated setting. Because of this success, we no longer need to occupy space at River Valley Mall.

We remain eternally grateful for the opportunities and partnerships that DiscoverU fostered, which continue to help us move our mission forward every day.

UPCOMING EVENTS



Fairfield County Provider Network Meeting

Once a month, providers of Fairfield County gather together to learn, grow, and share ideas! March's meeting gives you Superintendent, David Uhl from Fairfield DD, presenting Leadership Foundations, and Andrea Spires, Program Manager at Fairfield County Foundation, discussing locating alternative funding resources. This is a FREE event open to anyone interested.

10:00 am -
12:00 pm

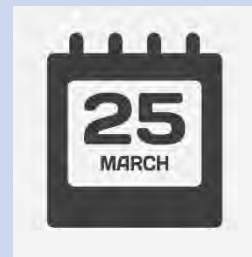
[Click to learn more](#)

Learn to Play Street Hockey

Come out and play some hockey with us!

All those, ages 8-18, interested in learning about street hockey are invited! This event is held at Lancaster Parks and Recreation Sherman Building at 701 Union Street Lancaster, Ohio 43130.

[Click to learn more](#)



11:00 am-
2:00 pm



10:30 am-
11:30 am

Expanding Resiliency Series

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

[Click to learn more](#)

Free Parenting Workshop

Supportive small group, to connect with other parents about raising young children. You can attend the session for free. Please register for the class at least one day prior to the date of the class. Multiple classes on various topics will be held throughout March. These classes will be held in person at Connexion West 625 Garfield Ave. Lancaster, Ohio 43130.

[Click to learn more](#)



9:00 am-
11:00 am

DID YOU KNOW

Fairfield DD is hosting a Guest Barista
Event at Square 7 Coffee House.
March 28, 10-11:30 am at 150 W. Main St.
in Lancaster.

Stop by to ask us a question and chat
while your beverage is being made by the
leadership team of Fairfield DD!



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

www.fairfielddd.com



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

[Unsubscribe rochelle.menningen@fairfieldcountyohio.gov](mailto:unsubscribe_rochelle.menningen@fairfieldcountyohio.gov)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by communications@fairfielddd.com powered by



Fairfield County Health Department

R. Joseph Ebel RS, MS, MBA
Health Commissioner

Mosquito Control Services

Date: March 14, 2023

To: Political Subdivisions

From: Joe Ebel, Fairfield County Health Commissioner

RE: Mosquito control

The Fairfield County Health Department is offering the opportunity to contract for mosquito control services for the upcoming mosquito season, which typically runs May through September. FCHD utilizes an integrated pest management approach to mosquito control, including surveillance trapping, identifying breeding sites, applying larvicide, and when necessary, spraying to control adult mosquitoes. The goal is to reduce nuisance mosquito populations and to control mosquito-borne diseases such as West Nile Virus and LaCrosse Encephalitis.

The cost of spraying to kill adult mosquitoes will be \$75.00 per mile of public roadway. Spraying will be focused on areas near known mosquito breeding sites and areas with high population densities. The political subdivision should assist in identifying areas to be sprayed. Spray schedules will be determined based on input from the designated local official, citizen complaints, and mosquito surveillance data. The political subdivision may wish to determine the frequency of application, or the maximum funding level for the season. Our department can deploy mosquito traps to determine mosquito population levels upon request.

If you would like to participate in this program, please complete the attached agreement and return it to the Fairfield County Health Department at 1550 Sheridan Dr., Suite 100, Lancaster OH 43130 or email rachel.moresea@fairfieldcountyohio.gov. If you have any questions, please contact me at (740) 652-2858.

Fairfield County Health Department

Mosquito (Vector-borne Disease) Control Program

Public Entity Contract for Services

_____ hereby requests mosquito control services from the Fairfield County Health Department. Mosquito control will include application of an EPA registered pesticide approved for mosquito control. The application will be performed following product labeling by health department staff in compliance with Ohio Dept. of Agriculture pesticide applicator regulations.

Term: May 1, 2023, through September 30, 2023.

Rate: Adulticide Spraying: \$75.00/mile of roadway.

Larvicide: No charge for 2023.

Trapping and testing of mosquitoes: No charge

Schedule:

☐ Upon request of _____ only. (Authorized official).

☐ On the following dates or weeks only _____

☐ As determined by the Health Dept. based on surveillance data.

☐ Not to exceed \$ _____ for the season.

Areas to be treated _____

Authorized Representative: _____

Billing Address: _____

E-mail: _____ Phone _____

Signature: _____ Date _____

March 13, 2023

Dear Commissioner Levacy,

"Cash for Clunkers"

These programs, which often have long-term ramifications and negative consequences but are hidden under the guise of saving the earth, are always what come to my mind when an issue is the hot button topic of the day but isn't well thought out.

The solar panel projects (using the term "farm" here is an insult to agriculture) are the latest "Cash for Clunkers" programs. There are no current systems for recycling panels or long-term ideas on national food security. There is no way to regain soil productivity, nor are there ways to make up for lost jobs in the agricultural sector due to lost farmland and the need for agricultural business in the county.

All farmland was not created equal, and we are blessed to have some of the most productive soil in the state of Ohio right here in Fairfield county. Solar energy may have a place as an alternative energy source, but this is not the time to experiment and prime cropland is not the place. The sacrifice will not justify the revenue.

Please consider the high cost of allowing these solar panel projects to become the next "Cash for Clunkers" program under your watch.

Sincerely,

A handwritten signature in black ink that reads "Becky Hoover". The script is cursive and fluid, with the first name "Becky" and last name "Hoover" clearly legible.

Becky Hoover
Lifelong Fairfield County Resident
Farmer for 35 years in Walnut, Liberty, and Pleasant Townships

Lancaster Police Department CITIZEN POLICE ACADEMY



WHEN/WHERE?

- Every **THURSDAY** Evening
- **April 6th through June 8** (one night p/week)
- **6:00 PM to 9:00PM**
- LPD Classroom
- 130 South Broad Street
- Lancaster, Ohio 43130



Call for More Information

740-687-6680 ext. 4518



Email Community Services Sergeant, Chuck Sims

csims@ci.lancaster.oh.us



< [LINK to Application](#)



What is the Citizen Police Academy?



Education

Hybrid classroom / experience based curriculum instructed by LPD officers, detectives, and supervisors - as well as adjacent professionals involved in the legal process.



Open Forum Setting

The perfect setting for questions, inquiries, and discussion on any number of topics.



Experience

A chance to experience in-person problem solving with law enforcement that can't be replicated in a classroom, blog, or article.

County is asking for the public's help in planning for future growth



Jeff Barron

Lancaster Eagle-Gazette

CARROLL – Fairfield County officials are planning for future development and are asking the public for help.

"Whether you're pro growth or against growth, growth is inevitable," county commissioner Jeff Fix said.

The county hosted a public meeting Monday night at the Fairfield County Workforce Center for about about 200 or so members of the public.

The meeting was interactive, as attendees were split up into groups with a large map of Fairfield County at their tables. The county wants to update its 2018 comprehensive development plan and will take the public input it received into consideration when making a new plan.

The county is working with a company called Planning NEXT on the new plan. County officials want to host another public meeting in June and complete the plan in July.

Attendees partook in a 30-minute exercise in which they put different colored dots on the maps signifying where they would like to see growth in housing, commercial businesses and employment. There was also a green dot representing greenspace to be protected. A representative from each of 13 tables then briefly described how they configured their map.

Scott Barr was sitting with several people from Amanda at his table.

"We put a lot of the green dots in Amanda Township," he said. "We admitted that we really don't know all the areas of the county that well. Basically, our

trend was that we decided to put more residential housing around Lancaster, especially the way the schools are now."

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Barr's group designated the northern part of the county for commercial development.

"We also kind of like the idea, though, of having commercial, residential and manufacturing around each of the little communities instead of concentrating everything in one place," Barr said.

Josh Berry was at another table and talked about what his group's ideas was for future growth.

"We put a lot of focus on green dots, as well," he said. "We've got a farming background here at the table. We kind of focused on Walnut Township, Amanda Township and seen a lot of development for residential and commercial through the (U.S.) 33 area. Through (Ohio) 256 in Baltimore, that's becoming commercialized already, so that's where we prioritized it. And some of the best farmland we feel is in Walnut and Amanda."

County economic development director Rick Szabrak said he wasn't surprised by the large crowd, based on past interest in economic development in the county.

"The fact of the matter is we're going to grow," he said. "Central Ohio is going to grow. We need homes. We need homes for teachers. We need homes for law enforcement. We need homes for people that are working in our community so they can have a place to live. We are short on housing in central Ohio and we do have a lot of land that can be developed here in Fairfield County."

Serving Fairfield County Since 1893



Fairfield County
Health
Department

Narcan Kits Now Available through Health Department

3/20/23 FAIRFIELD COUNTY, OHIO —

The Fairfield County Health Department (FCHD) was recently named an official Project DAWN distribution site by the Ohio Department of Health.

Project DAWN (*Deaths Avoided With Naloxone*) is a network of opioid overdose education and naloxone distribution programs across the state. FCHD joins the more than 145 registered sites, statewide, in an effort to reduce overdoses and educate the residents of Fairfield County on the impacts of opioid misuse, abuse, and addiction.

"Over the past three years, more than 160 Fairfield County residents have died due to unintentional drug overdoses, primarily due to fentanyl and its analogs appearing in illicit and counterfeit prescription drugs. By providing Project Dawn kits to the community, we can expand access to Naloxone, which has only one critical function: to prevent overdose death by reversing the effects of opioids, and has no potential for abuse." said Joe Ebel, Fairfield County Health Commissioner

As a registered Project DAWN site, FCHD will provide Narcan training and kits to individuals, schools, businesses, churches, and first responders. Individuals interested in becoming trained in how to administer Narcan can walk in to the health department anytime during regular business hours. Staff training, professional development or continuing education opportunities can be scheduled for organizations, agencies, and businesses.

For more information or if you have questions, please contact [Stephanie Fyffe, MPH, BSN, RN](#), Director of Nursing at (740) 652-2800.

###

For More Information



Fairfield County Health Department

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



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

Your Health Department



Columbia Gas Transmission LLC
700 Louisiana Street, Suite 1300
Houston, TX 77002-2761
e-mail: us_land@tcenergy.com

March 17, 2023

BOARD OF FAIRFIELD COUNTY COMMISSIONERS
210 E MAIN ST
LANCASTER, OH 43130

RE: Landowner Survey Notification
Project Name: WOF Phase II Geohazard Sites – SR6092
Parcel No(s): 1483300822 & 1483305377

Dear Landowner:

Please be advised that Columbia Gas Transmission LLC ("Columbia") plans to perform routine surveying along its pipeline, located on or near your property. Columbia is a wholly owned indirect subsidiary of TransCanada Pipeline USA Ltd. Its principal office is located at 700 Louisiana Street, Suite 1300, Houston, Texas 77002-2761.

This project will involve the following activities: surveying with the presence of workers and vehicles.

Columbia expects to begin surveying between **March 27, 2023, and May 31, 2023**. However, the expected start date is contingent upon external factors such as weather, and the scheduling of personnel and equipment.

Columbia is committed to providing landowners with clear and simple directions to address any concerns you may have prior to, or during our survey activities on your property. **Should you have any questions or concerns, please do not hesitate to contact our Land Representative, Mike McClung, at phone number (304) 373-2417, or our Landowner Information Line at 1-877-287-1782, or email: us_land@tcenergy.com.**

Columbia strives to be a good neighbor as it provides a safe, clean, and reliable source of energy to many of the nation's consumers and industries. If you have any questions, we encourage you to call us.

Sincerely,

Columbia Gas Transmission LLC

Jonathan Young
Manager, US Land Services East



Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
APPEAL START

March 17, 2023

The Honorable Steve Davis
President, Board of Commissioners
Fairfield County Commissioners' Office
210 East Main Street
Room 302
Lancaster, OH 43130

Case No: 14-05-4454S
Community: Fairfield County,
Ohio,
(Unincorporated Areas)
Community No.: 390158

Dear Commissioner Davis:

On September 30, 2022, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) provided your community with Preliminary copies of the revised Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Fairfield County, Ohio and Unincorporated Areas. FEMA has posted digital copies of these revised FIRM and FIS report materials to the following Website <https://hazards.fema.gov/femaportal/prelimdownload/>. The Preliminary FIRM and FIS report include proposed flood hazard information for certain locations in the Unincorporated Areas of Fairfield County, Ohio. The proposed flood hazard information may include addition or modification of Special Flood Hazard Areas, the areas that would be inundated by the base (1-percent-annual-chance) flood; base flood elevations or depths; zone designations; or regulatory floodways.

We have published a notice of the proposed flood hazard determinations in the *Federal Register* and will publish a public notification concerning the appeal process (explained below) in the *Lancaster Eagle-Gazette* on or about March 24, 2023, and March 31, 2023. We will also publish a separate notice of the flood hazard determinations on the "Flood Hazard Determinations on the Web" portion of the FEMA Website (www.fema.gov/plan/prevent/fhm/bfe). We have enclosed copies of the notice published in the *Federal Register* and the newspaper notice for your information.

These proposed flood hazard determinations, if finalized, will become the basis for the floodplain management measures that your community must adopt or show evidence of having in effect to qualify or remain qualified for participation in the National Flood Insurance Program (NFIP). However, before any new or modified flood hazard information is effective for floodplain management purposes, FEMA will provide community officials and citizens an opportunity to appeal the proposed flood hazard information presented on the Preliminary FIRM and FIS report posted to the above-referenced Website.

Section 110 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) is intended to ensure an equitable balancing of all interests involved in the setting of flood hazard determinations. The legislation provides for an explicit process of notification and appeals for your community and for private persons prior to this office making the flood hazard determinations final.

During the 90-day appeal period following the second publication of the public notification in the above-named newspaper, any owner or lessee of real property in your community who believes their property rights will be adversely affected by the proposed flood hazard determinations may appeal to you, or to an agency that you publicly designate. It is important to note, however, that the sole basis for such appeals is the possession of knowledge or information indicating that the proposed flood hazard determinations are scientifically or technically incorrect. The appeal data must be submitted to FEMA during the 90-day appeal period. Only appeals of the proposed flood hazard determinations supported by scientific or technical data can be considered before FEMA makes its final flood hazard determination at the end of the 90-day appeal period. Note that the 90-day appeal period is statutory and cannot be extended. However, FEMA also will consider comments and inquiries regarding data other than the proposed flood hazard determinations (e.g., incorrect street names, typographical errors, omissions) that are submitted during the appeal period, and will incorporate any appropriate changes to the revised FIRM and FIS report before they become effective.

If your community cannot submit scientific or technical data before the end of the 90-day appeal period, you may nevertheless submit data at any time. If warranted, FEMA will revise the FIRM and FIS report after the effective date. This means that the revised FIRM would be issued with the flood hazard information presently indicated, and flood insurance purchase requirements would be enforced accordingly, until such time as a revision could be made.

Any interested party who wishes to appeal should present the data that tend to negate or contradict our findings to you, or to an agency that you publicly delegate, in such form as you may specify. We ask that you review and consolidate any appeal data you may receive and issue a written opinion stating whether the evidence provided is sufficient to justify an official appeal by your community in its own name or on behalf of the interested parties. Whether or not your community decides to appeal, you must send copies of individual appeals and supporting data, if any, to:

Ken Hinterlong, FEMA Region 5
536 South Clark Street, 6th Floor
Chicago, Illinois 60605
By email at Ken.Hinterlong@fema.dhs.gov
Or by phone at (312) 485-0954

If we do not receive an appeal or other formal comment from your community in its own name within 90 days of the second date of public notification, we will consolidate and review on their own merits such appeal data and comments from individuals that you may forward to us, and we will make such modifications to the proposed flood hazard information presented on the revised FIRM and in the revised FIS report as may be appropriate. If your community decides to appeal in its own name, all individuals' appeal data must be consolidated into one appeal by you, because, in this event, we are required to deal only with the local government as representative of all local interests. We will send our final decision in writing to you, and we will send copies to the community floodplain administrator, each individual appellant, and the State NFIP Coordinator.

All appeal submittals will be resolved by consultation with officials of the local government involved, by an administrative hearing, or by submission of the conflicting data to an independent scientific body or

appropriate Federal agency for advice. Use of a Scientific Resolution Panel (SRP) is also available to your community in support of the appeal resolution process when conflicting scientific or technical data are submitted during the appeal period. SRPs are independent panels of experts in hydrology, hydraulics, and other pertinent sciences established to review conflicting scientific and technical data and provide recommendations for resolution. An SRP is an option after FEMA and community officials have been engaged in a collaborative consultation process for at least 60 days without a mutually acceptable resolution of an appeal. Please refer to the enclosed "Scientific Resolution Panels" fact sheet for additional information on this resource available to your community.

FEMA will make the reports and other information used in making the final determination available for public inspection. Until the conflict of data is resolved and the revised FIRM becomes effective, flood insurance available within your community will continue to be available under the effective NFIP map, and no person shall be denied the right to purchase the applicable level of insurance at chargeable rates.

The decision by your community to appeal, or a copy of its decision not to appeal, should be filed with this office no later than 90 days following the second publication of the flood hazard determination notice in the above-named newspaper. Your community may find it appropriate to call further attention to the proposed flood hazard determinations and to the appeal procedure by using a press release or other public notice.

If warranted by substantive changes, during the appeal period we will send you Revised Preliminary copies of the revised FIRM and FIS report. At the end of the 90-day appeal period and following the resolution of any appeals and comments, we will send you a Letter of Final Determination, which will finalize the flood hazard information presented on the revised FIRM and FIS report and will establish an effective date.

If you have any questions regarding the proposed flood hazard determinations, revised FIRM panels, or revised FIS report for your community, please call our FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA-MAP (1-877-336-2627) or e-mail the FMIX staff at FEMA-FMIX@fema.dhs.gov.

Sincerely,



Luis Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

List of Enclosures:

Newspaper Notice
Proposed Flood Hazard Determinations *Federal Register* Notice
"Scientific Resolution Panels" Fact Sheet

cc: Community Map Repository
Matt Weber, City Engineer, City of Pickerington
Pam Broviak, FEMA Regional Engineer, FEMA Region 5

bcc: Mary Beth Caruso, Mitigation Division Director R5-MT
Alicia Silverio, Ohio Department of Natural Resources, Ohio State NFIP Coordinator
FEDD File

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

Proposed Flood Hazard Determinations for Fairfield County, Ohio and Incorporated Areas

The Department of Homeland Security's Federal Emergency Management Agency has issued a preliminary Flood Insurance Rate Map (FIRM), and where applicable, Flood Insurance Study (FIS) report, reflecting proposed flood hazard determinations within Fairfield County, Ohio and Incorporated Areas. These flood hazard determinations may include the addition or modification of Base Flood Elevations, base flood depths, Special Flood Hazard Area boundaries or zone designations, or the regulatory floodway. Technical information or comments are solicited on the proposed flood hazard determinations shown on the preliminary FIRM and/or FIS report for Fairfield County, Ohio and Incorporated Areas. These flood hazard determinations are the basis for the floodplain management measures that your community is required to either adopt or show evidence of being already in effect in order to qualify or remain qualified for participation in the National Flood Insurance Program. However, before these determinations are effective for floodplain management purposes, you will be provided an opportunity to appeal the proposed information. For information on the statutory 90-day period provided for appeals, as well as a complete listing of the communities affected and the locations where copies of the FIRM are available for review, please visit FEMA's website at https://www.floodmaps.fema.gov/fhm/BFE_Status/bfe_main.asp, or call the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-FEMA MAP (1-877-336-2627).

Community	Community map repository address
Unincorporated Areas of Kewaunee County	Kewaunee County Emergency Management Department, 625 3rd Street, Luxemburg, WI 54217.
Village of Casco	Village Hall, 211 1st Street, Casco, WI 54205.
Village of Luxemburg	Village Office, 206 Maple Street, Luxemburg, WI 54217.

Milwaukee County, Wisconsin (All Jurisdictions)
Project: 13-05-3721S Preliminary Date: June 30, 2022

City of Cudahy	City Hall, 5050 South Lake Drive, Cudahy, WI 53110.
City of Franklin	City Hall, 9229 West Loomis Road, Franklin, WI 53132.
City of Glendale	City Hall, 5909 North Milwaukee River Parkway, Glendale, WI 53209.
City of Greenfield	City Hall, 7325 West Forest Home Avenue, Greenfield, WI 53220.
City of Milwaukee	City Hall, 200 East Wells Street, Milwaukee, WI 53202.
City of Oak Creek	City Hall, 8040 South 6th Street, Oak Creek, WI 53154.
City of South Milwaukee	City Hall, 2424 15th Avenue, South Milwaukee, WI 53172.
City of St. Francis	City Hall, 3400 East Howard Avenue, St. Francis, WI 53235.
City of Wauwatosa	City Hall, 7725 West North Avenue, Wauwatosa, WI 53213.
City of West Allis	City Hall, 7525 West Greenfield Avenue, West Allis, WI 53214.
Village of Bayside	Village Hall, 9075 North Regent Road, Bayside, WI 53217.
Village of Brown Deer	Village Hall, 4800 West Green Brook Drive, Brown Deer, WI 53223.
Village of Fox Point	Village Hall, 7200 North Santa Monica Boulevard, Fox Point, WI 53217.
Village of Greendale	Village Hall, 6500 Northway Street, Greendale, WI 53129.
Village of Hales Corners	Village Hall, 5635 South New Berlin Road, Hales Corners, WI 53130.
Village of River Hills	Village Hall, 7650 North Pheasant Lane, River Hills, WI 53217.
Village of Shorewood	Village Hall, 3930 North Murray Avenue, Shorewood, WI 53211.
Village of Whitefish Bay	Village Hall, 5300 North Marlborough Drive, Whitefish Bay, WI 53217.

[FR Doc. 2023-04526 Filed 3-3-23; 8:45 am]
 BILLING CODE 9110-12-P

DEPARTMENT OF HOMELAND SECURITY

Information Collection Request to Office of Management and Budget

AGENCY: Science and Technology Directorate (S&T), Department of Homeland Security (DHS).

ACTION: Sixty-day notice requesting comments.

SUMMARY: In compliance with the Paperwork Reduction Act of 1995, the Department of Homeland Security (DHS) Science and Technology Directorate (S&T) intends to submit an Information Collection Request (ICR) to the Office of Management and Budget (OMB), Office of Information and Regulatory Affairs (OIRA), requesting approval for the collection of information. Our ICR describes the information we seek to collect from the public. Before submitting this ICR to OIRA, S&T is inviting comments as described below.

DATES: Comments must reach S&T on or before May 5, 2023.

ADDRESSES: You may submit comments identified by DHS docket number DHS-2022-0014 to S&T using the Federal eRulemaking Portal at <https://www.regulations.gov>. See the "Public participation and request for comments" portion of the **SUPPLEMENTARY**

INFORMATION section for further instructions on submitting comments.

FOR FURTHER INFORMATION CONTACT:

DHS/S&T/OES/CIO/Business Management Office: Heather Erhuanga, Heather.Erhuanga@hq.dhs.gov or 202-941-8731 (Not a toll-free number.)

SUPPLEMENTARY INFORMATION: Public participation and request for comments: This notice relies on the authority of the Paperwork Reduction Act of 1995; 44 U.S.C. 3501 *et seq.*, chapter 35, as amended. An ICR is an application to OIRA seeking the approval, extension, or renewal of a S&T collection of information (Collection). The ICR contains information describing the Collection's purpose, the Collection's likely burden on the affected public, an explanation of the necessity of the Collection, and other important information describing the Collection. There is one ICR for each Collection.

S&T invites comments on whether this ICR should be granted based on the Collection being necessary for the proper performance of Departmental functions. In particular, S&T would appreciate comments addressing: (1) The practical utility of the Collection; (2) the accuracy of the estimated burden of the Collection; (3) ways to enhance the quality, utility, and clarity of information subject to the Collection; and (4) ways to minimize the burden of the Collection on respondents, including the use of automated collection techniques or other forms of information technology. Burden means

the total time, effort, or financial resources expended by persons to generate, maintain, retain, disclose or provide information to or for a Federal agency.

In response to your comments, we may revise this ICR. We will consider all comments and material received during the comment period.

We encourage you to respond to this request by submitting comments and related materials. Comments must contain the OMB Control Number of the ICR and the docket number of this request, DHS-2022-0014, and must be received by May 5, 2023.

Submitting Comments: We encourage you to submit comments through the Federal eRulemaking Portal at <https://www.regulations.gov>. If your material cannot be submitted using <https://www.regulations.gov>, contact the person in the **FOR FURTHER INFORMATION CONTACT** section of this document for alternate instructions. Documents mentioned in this notice, and all public comments, are in our online docket at <https://www.regulations.gov> and can be viewed by following that website's instructions. Additionally, if you go to the online docket and sign up for email alerts, you will be notified when comments are posted.

We accept anonymous comments. All comments received will be posted without change to <https://www.regulations.gov> and will include any personal information you have provided. For more about privacy and submissions in response to this

OVERVIEW

SCIENTIFIC RESOLUTION PANELS

The Federal Emergency Management Agency (FEMA), through its flood hazard mapping program, Risk MAP (Risk Mapping, Assessment, and Planning), identifies flood hazards, assesses flood risks, and partners with states, tribes and local communities to provide accurate flood hazard and risk data to guide them in taking effective mitigation actions. The resulting National Flood Insurance Program (NFIP) maps provide the basis for community floodplain management regulations and flood insurance requirements.

What is a Scientific Resolution Panel?

FEMA's Scientific Resolution Panel (SRP) process reinforces FEMA's commitment to work with communities to ensure the flood hazard data depicted on Flood Insurance Rate Maps (FIRMs) are developed collaboratively, using the best science available.

Flood hazards are constantly changing, and FEMA updates FIRMs through several methods to reflect those changes. When proposed changes to a FIRM are met with conflicting technical and/or scientific data during a regulatory appeal period, an independent third-party review of the information may be appropriate. An SRP serves as an independent third party.

The SRP process benefits both FEMA and the community:

- ▶ It offers a neutral review process by independent third parties.
- ▶ It confirms FEMA's commitment to using the best science for the purpose of accurately depicting flood hazards on flood maps.
- ▶ It provides an additional opportunity for resolving community appeals involving conflicting technical and/or scientific data.

While FEMA had previously established an SRP process, the Biggert-Waters Flood Insurance Reform Act of 2012 formally established a statutory SRP process. The *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping*, which incorporates the legislative requirements for the SRP, is available at www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping.

For Additional Information

For more information on appeals, see the FEMA document *Appeals, Revisions, and Amendments to National Flood Insurance Program Maps: A Guide for Community Officials* at www.fema.gov/media-library/assets/documents/17930

Part 67 of the NFIP regulations, which pertains to appeals, is available at <http://www.fema.gov/guidance-documents-other-published-resources>

FEMA's Guidelines and Standards for Flood Risk Analysis and Mapping webpage includes the *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping*: www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping

Templates and Other Resources: www.fema.gov/media-library/assets/documents/32786?id=7577

Other Important Links:

- NIBS Scientific Review Panel website: www.floodsrp.org/
- Risk MAP: www.fema.gov/risk-mapping-assessment-and-planning-risk-map
- Information on Recent and Upcoming Map Changes: www.fema.gov/status-map-change-requests
- Flood Insurance: www.floodsmart.gov

RISK MAPPING, ASSESSMENT, AND PLANNING PROGRAM (RISK MAP)

The Federal Emergency Management Agency's Risk MAP Program delivers quality data that increases public awareness and leads to action to reduce risk to life and property. Risk MAP is a nationwide program that works in collaboration with states, tribes, and local communities using best available science, rigorously vetted standards, and expert analysis to identify risk and promote mitigation action, resulting in safer, more resilient communities.

Who Can Request an SRP?

A community, tribe, or other political entity with the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction can request that FEMA use an SRP when conflicting technical and/or scientific data have been presented. For additional information, review the *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping* at www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping.

When Can Communities Request an SRP?

A community can request an SRP if the following requirements have been met:

- ▶ It has not yet received a Letter of Final Determination (LFD) from FEMA.
- ▶ Conflicting technical and/or scientific data, submitted during the 90-day appeal period, resulted in different flood hazards than those proposed by FEMA.
- ▶ At least 60 days of community consultation with FEMA (but no more than 120 days) have taken place.

Additionally, a community that receives a FEMA-issued resolution letter and has not previously exercised the SRP process will have 30 days from the issuance of the letter to request an SRP.

Independent Panel Sponsor

The SRP process is managed by the National Institute for Building Sciences (NIBS), a non-profit organization independent of FEMA. NIBS will administer the SRPs, ensuring that proper guidelines and procedures are employed and maintaining a cadre of experts from which panel members are selected.

Panel Member Selection

Five panelists are convened for each appeal brought to the SRP request. Panel members are technical experts in surface water hydrology, hydraulics, coastal engineering, and other engineering and scientific fields that relate to the creation of FIRMs and Flood Insurance Studies (FIS) throughout the United States.

Based on the technical challenges associated with each request, NIBS develops a list of potential members with relevant expertise, from its cadre of experts. NIBS also checks that those listed are available to serve, do not reside in the state from which the appeal or data were filed, and have no personal or professional interest in its findings for the flood risk project.

NIBS provides the list to the community and FEMA to select the panel members. The community selects at least the simple majority (three), and FEMA selects the remaining panel members from the short list of cadre members, based on the technical challenges of the appeal or data submittal.

The Process

To request a review by an SRP, the community's Chief Executive Officer or designee completes an SRP Request Form and submits it to FEMA during the time periods outlined above. Once FEMA confirms that the situation and the conflicting technical and/or scientific data are eligible for an SRP, it forwards the SRP Request Form to NIBS, which will initiate the panel selection process and develop a list of potential members.

Once the panel is convened, panel members are provided with a summary of the issue, FEMA's data, and the data the community submitted during the 90-day appeal period. Panel members review the data and, on a point-by-point basis, deliberate and make a decision based on the scientific and/or technical challenges.

If the community feels it is necessary to make an oral presentation in support of its request, it must include a justification on the SRP Request Form.

Resolution

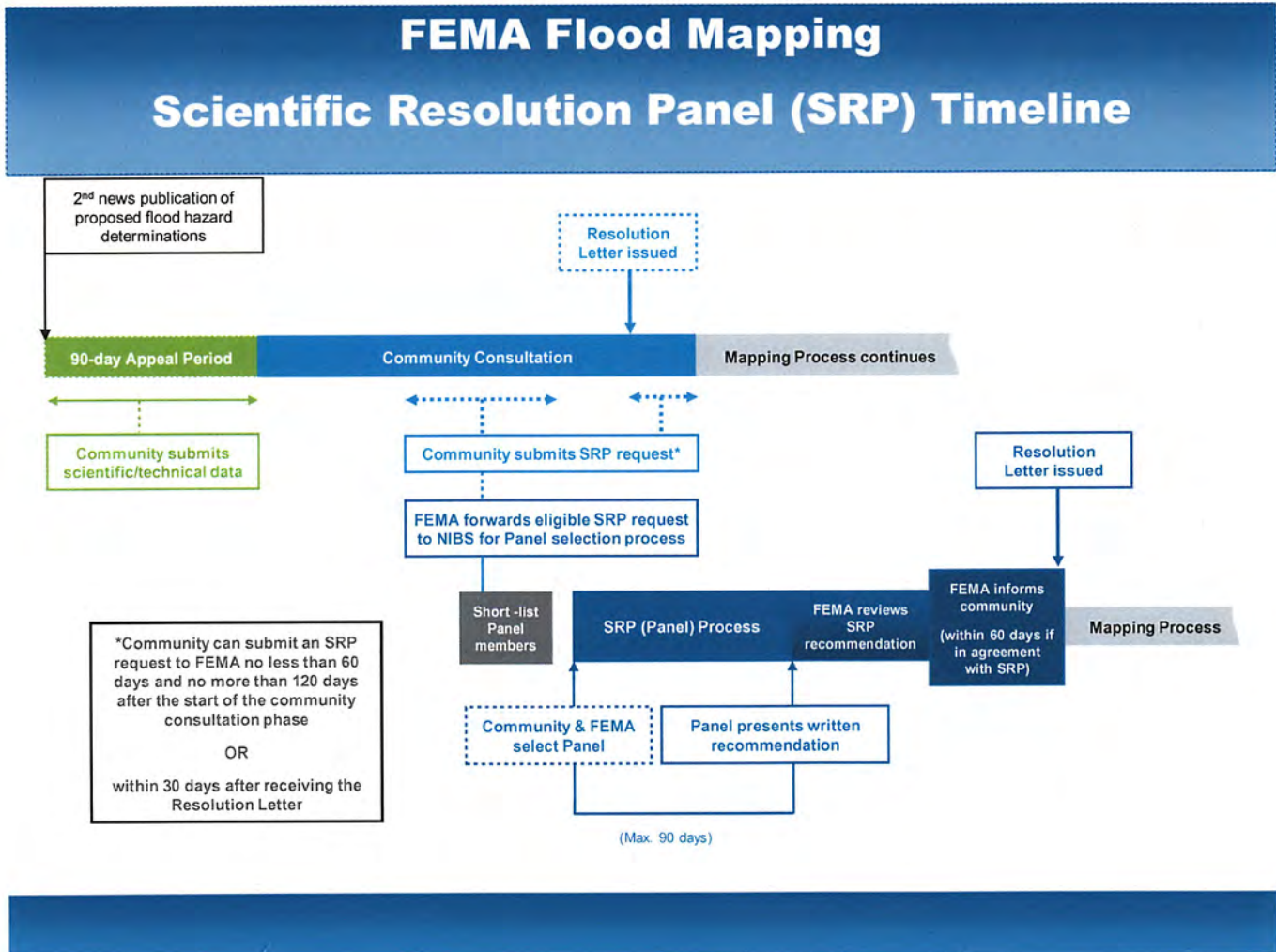
The panel must present its written report to the community and FEMA within 90 days of being convened, and that report will be used by the FEMA Administrator for making the final determination. A panel determination must be in favor of either FEMA or the community on each distinct element of the dispute, and the panel may not offer any alternative determination as a resolution. In the case of a dispute submitted by the community on behalf of an owner or lessee of real property in the community, the panel determination must be in favor of either FEMA, the community, or the owner/lessee on each distinct element of the dispute.

If changes to the maps are recommended in the panel's determination, and FEMA elects to implement the panel's determination, FEMA will incorporate the changes into a revised Preliminary FIRM and, if appropriate, FIS report. The revised products will be available to the community for review, with a resolution letter, before FEMA issues an LFD.

Once the SRP provides its determination and FEMA issues its resolution letter to implement the recommendations, the SRP recommendations are binding on all appellants and not subject to judicial review.

If the FEMA Administrator elects not to accept the panel's findings, the Administrator will issue a written justification within 60 days of receiving the report from the SRP. Under these circumstances, the appellants maintain their right to appeal FEMA's final determination to the appropriate Federal District Court.

Figure 1: SRP Timeline



REGULAR MEETING #11 - 2023
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
MARCH 21, 2023

AGENDA FOR TUESDAY, MARCH 21, 2023

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for March 14, 2023
- Commissioners
- 2023-03.21.a A resolution to approve a plan agreement with the County Commissioners Association of Ohio for inclusion the workers' compensation group retrospective rating plan program [Commissioners]
- 2023-03.21.b A resolution approving an account to account transfer in a major expenditure object category, ARPA Fund # 2876. [Commissioners]
- Fairfield County Auditor- Finance
- 2023-03.21.c A resolution approving an account-to-account transfer of appropriations - Fund 1001, County Auditor's Office [Auditor- Finance]
- Fairfield County Economic & Workforce Development
- 2023-03.21.d A resolution authorizing County Administrator to approve an agreement with Exel Inc., a Massachusetts corporation, d/b/a DHL Supply Chain (USA) [Economic & Workforce Development]
- Fairfield County Emergency Management Agency
- 2023-03.21.e A resolution to request for appropriations for receipts for EMA Emergency Performance Grant Fund 2091 (Subfund 8319) [EMA]
- Fairfield County Engineer
- 2023-03.21.f A Resolution to Approve Advertising for the 2023 Crack Seal Project. [Engineer]
- 2023-03.21.g A Resolution to Approve Advertising for the HOC-08, FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project. [Engineer]
- 2023-03.21.h A Resolution to Approve Advertising for the 2023 Microsurfacing Project. [Engineer]

2023-03.21.i	A Resolution to Approve Advertising for the 2023 Pavement Markings Project. [Engineer]
2023-03.21.j	A Resolution to Approve Advertising for the 2023 Resurfacing Project. [Engineer]
2023-03.21.k	A Resolution to Approve Advertising by the County Engineer to Sell Scrap Metal and Aluminum. [Engineer]
2023-03.21.l	A Resolution to Approve Advertising for the Purchase of Liquid Asphalt. [Engineer]
2023-03.21.m	A Resolution to Approve the Construction Drawings for the HOC-08, FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project. [Engineer]
2023-03.21.n	A resolution to approve the purchase of a Bomag Roller. [Engineer]
2023-03.21.o	A resolution to approve the purchase of a LeeBoy 8520C Paver. [Engineer]
2023-03.21.p	A resolution to change a bridge load rating (CLE-29). [Engineer]
2023-03.21.q	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance. [Engineer]
2023-03.21.r	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials and supplies [Engineer]
	Fairfield County Human Resources
2023-03.21.s	A resolution to approve recommendations and updates to the 2023 Personnel Policy Manual for Fairfield County employees [Fairfield County Human Resources]
	Fairfield County Job and Family Services
2023-03.21.t	A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between All Adolescent Oasis, Inc. and Child Protective Services Department. [JFS]
2023-03.21.u	A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between All For You 126, Inc. and Child Protective Services Department. [JFS]
2023-03.21.v	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and City of Refuge DBA One Way Farm. [JFS]
2023-03.21.w	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Fox Run Hospital. [JFS]

2023-03.21.x	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Healing Pathways Transitional Homes. [JFS]
2023-03.21.y	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Village Network. [JFS]
2023-03.21.z	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services [JFS]
2023-03.21.aa	A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Attorney Mary Ann Boone. [JFS]
2023-03.21.bb	A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office. [JFS]
2023-03.21.cc	A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office. [JFS]
2023-03.21.dd	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2018 reimbursing Fund 2072 [JFS]
	Fairfield County Juvenile/Probate Court
2023-03.21.ee	A resolution authorizing the Approval of amendment #1 to the FY23 Grant Agreement with the Ohio Department of Youth Services [Juvenile Court] [Juvenile/Probate Court]
2023-03.21.ff	A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2036 Department of Youth Services [Juvenile Court] [Juvenile/Probate Court]
2023-03.21.gg	A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2036 Department of Youth Services [Juvenile Court] [Juvenile/Probate Court]
	Fairfield County Regional Planning Commission
2023-03.21.hh	A resolution to approve Final Acceptance of the Meadowmoore Reserve, Section 2, Phase 1 Final Plat [Regional Planning Commission]
	Payment of Bills
2023-03.21.ii	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 March 28, 2023, at 9:00 a.m.
	Adjourn
11:00 AM	Jail Tour for Elected Officials, Fairfield County Sheriff's Office, 345 Lincoln Ave., Lancaster

Regular Meeting #10 - 2023
Fairfield County Commissioners' Office
March 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, Bennett Niceswanger, Staci Knisley, Bart Hampson, Jon Kochis, Corey Clark, Dr. Carri Brown, Tony Vogel, Jeremiah Upp, Dan Neeley, Steven Darnell, Lisa McKenzie, Jason Grubb, Elyssa Wanosik, Sarah Fortner, Marty Norris, Ray Stemen, Judy Stemen, Josh Crawford, Rick Szabrak, Francis Martin, Barb Martin, Cynthia Drumm, Mary Ann Berry, Melissa Connor, and Paul McCord.

Attending virtually: Park Russell, Tony Howard, Marcy Fields, Sara Madenwald, Jessica Murphy, Vince Carpico, Nikki Drake, Brian Wolfe, Lisa Thomas, Lori Hawk, Lynette Barnhart, Shelby Hunt, Britney Lee, Josh Horacek, Jim Bahnsen, Stacy Hicks, Ashley Arter, and Jeanie Wears.

Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance.

Projects and Updates, Engineer's Office

Fairfield County Engineer, Jeremiah Upp, provided an update on projects taking place within the Engineer's Office. He began by speaking about the resurfacing projects, which includes 7 roads around the county. He also spoke about the bridge replacement projects, which includes 5 different bridges.

Commissioner Davis noticed most of the road improvements were in one general area of the County, and asked if that was intentional.

Engineer Upp stated those roads were determined by necessity. He went on to speak about the Refugee Road Corridor. This includes intersection improvements, new traffic signals, crosswalks, improved traffic flow, and other improvements. The next phase is to make it a three-lane road, with the intention of expanding it further sometime in the future.

The Transportation Improvement District (TID) has been kept busy, Engineer Upp reported. He thanked the members of the TID for their preparation of upcoming projects. Jeremiah added that they will not be building a Route 33 connector road in the next five years as people have heard. Currently, it is just an idea.

Commissioner Fix commented that the Engineer and the TID are making significant improvements around the County.

Public Comments

Ray Stemen of Lancaster offered his opinions on the federal government.

Judy Stemen of Lancaster quoted the Bible.

Cynthia Drumm of Lancaster offered her concerns for solar energy.

Paul McCord of Millersport offered his concerns for solar energy.

Justin George of Pleasantville offered his concerns for solar energy.

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Melissa Connor of Pleasantville offered her concerns for solar energy.

Legal Update

None.

County Administration Update

Week in Review

American Rescue Plan Update

From the \$30,606,902 received as the first and second tranche of fiscal recovery funds. \$23.5M has been appropriated, \$11.7M expended, \$4.2M encumbered or obligated.

Family Adult and Children First Council Receives 200,000 Grant

The Fairfield County Family, Adult, and Children First Council was recently awarded \$50,000 for four years from the Ohio Children's Trust Fund Early Childhood Safety Initiative. This competitive grant is provided to service agencies within local governments with the goal of increasing parent education and safety initiatives in Ohio.

Child Abuse and Child Neglect Regional Prevention Council Appointments

Sarah Fortner, Deputy Director of JFS Protective Services, has been selected as the chair of the Child Abuse and Child Neglect Regional Prevention Council and therefore there is a vacant seat on that council for a Fairfield County representative. Elyssa Wanosik, Screening and Operations Manager of JFS Protective Services is willing to serve on the council and will represent Fairfield County exceptionally well. Elyssa has been with Fairfield County since 2010 and has worked in the field of child protection since 2007.

Elyssa Wanosik stated her appreciation for the opportunity to serve on the council.

Commissioner Davis thanked both Elyssa and Sarah Fortner for their willingness to serve on the council.

Indigent Defense Reimbursement Rate to Drop to 80%

In three communications to state and local leaders this week, the Office of the Ohio Public Defender (OPD) painted an uncertain picture regarding state reimbursement for county indigent defense costs, both in the current fiscal year and in the upcoming biennium for which the operating budget is still in development. State Public Defender, Tim Young, sent a letter to Governor Mike DeWine, Senate President Matt Huffman, and Speaker of the House Jason Stephens regarding indigent defense reimbursement. In the letter, he revealed that the final reimbursement rate for the current state fiscal year will likely be approximately 80% (and that requests the rest of the fiscal year will be reimbursement at 70%). CCAO encourages our members to reach out to their legislators, especially if those legislators are on the House Finance Committee or the House Finance Subcommittee on Public Safety, to stress that indigent defense is a state responsibility that counties have been forced to administer and pay for.

Commissioner Davis shared his frustrations with continually increasing payments for court appointed authorities.

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Pleasantville Mayor Updates on Railroad Crossing

Mayor Henderson provided information on a railroad crossing improvement that he has been working on over the past few years with Kanawha River Railroad (KRNA). In the village there are two railroad crossings and the one on North Main Street is in poor condition and has a high flow of traffic. The current timbers are in need of replacement as they have rotted and are splintering off causing gaps between the rail and the timber. In addition, the timbers underneath are assumed to be rotted as well. There have been very few attempts to repair the crossing since bringing this to the attention of the rail company. But recently, it appears that they have been successful at gaining some ground to improve this crossing in our village. The mayor is not familiar with this process for implementing repairs, but wanted to share this information in case the railroad company reached out to the County.

Economic Development Strategic Plan and Land Use Plan Update Public Meeting

As part of the Economic Development Strategic Plan and Land Use Plan Update process, a public meeting was conducted last night at the Workforce Center. Approximately 150 were in attendance to provide input on the future of development in the County.

Economic and Workforce Development Director, Rick Szabrak, stated his consultants informed him the event was the biggest turnout they had seen by any community, and added that it shows the great interest around the County regarding growth.

Commissioner Fix was pleased to see so much interest from the community for growth in the County.

Department Head and Elected Official Roundtable Meeting

April 4 is the first Department Head and Elected Official roundtable of the year and will be held at the Ag Center from 1-4. In response to the feedback that we have received, we are looking at offering a lunch option for folks that would like to come early for some networking and time to catch up with each other. The agenda and information on the lunch option will go out this week.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 22 resolutions for the voting meeting.

Resolutions of note:

- A resolution to approve an amended agreement to continue the energy aggregation and purchasing program with Palmer Energy, as part of the CCAO.
- 4 resolutions amending term expirations for ADAMH board members. ORC 340.02 (G) states that board member terms should expire on June 30th and should not exceed four years.
- Two resolutions for the Ohio Children's Trust Fund Child Abuse and Child Neglect Regional Council. One appointing Elyssa Wanosik, and one amending the term expiration for Stephanie Fyffe
- A resolution of support of property for the Clean Ohio Agriculture Easement Purchase Program with the Ohio Dept of Agriculture.

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Budget Review

- No update

Recognition

- County Auditor, Dr. Brown congratulated HR, IT, and Payroll for a successful training held on March 8th.
- County Auditor, Dr. Brown, congratulated Stacey Knight, Curt Truax, and Nick Dilley for participating in a Massive Open Online Course on cartography.
- County Auditor, Dr. Brown, thanked Greg Forquer, Makala Finley, and Rachel Elsea for the record high return rate of Current Agricultural Use Valuation program applications. More than 90% of the applications were returned prior to the first deadline of March 6.
- County Auditor, Dr. Brown, thanked Makala Finley, Jess Ferguson, Julie White, Randy Carter, and Stacy Knight for job shadowing efforts.
- County Auditor, Dr. Brown, thanked Curt Truax for updating Board of Election precinct maps so efficiently.
- Thank you to Ruchie Rice and Brian Plummer for their efforts on some cyber security initiatives.

Calendar Review/Invitations Received

- Transportation Improvement District Meeting, March 14, 2023, 1:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Transit Governance Study Steering Committee Meeting, March 14, 2023, 2:00 p.m., Commissioners' Hearing Room
- Meeting with Chancellor of Higher Education, March 15, 2023, 10:30 a.m., 77 S. High St., 13th Floor, Columbus
- ODOT District 5, Central Ohio 2023 Construction Kickoff, March 15, 2023, 2:00 p.m., 240 Baldwin Dr., Lancaster
- Family, Adult and Children First Council Meeting, March 16, 2023, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
- 2023 State of Pickerington, March 16, 2023, 11:00 a.m., Wigwam Event Center, 10190 Blacklick-Eastern Rd., Pickerington

Correspondence

Items Requiring Response

Informational Items

- Press Release, Board of Commissioners, March 10, 2023, Fairfield County to Celebrate Sunshine Week
- Press Release, Office of County Auditor, March 10, 2023, Fairfield County Auditor's Office to Participate in Sunshine Week
- Release of Easement, South Central Power Co. Released Twenty Foot Easement Granted by Fairfield County Board of Commissioners for Parcel Number 0531344500
- Municipal Court Receipt and Payment Report, February 2023
- Ohio Health Community Benefit Report, Fiscal Year 2022

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- Office of the County Auditor, Fact Sheet: The City of Lancaster's Ballot Issue for Road Improvements
- Columbus Business First, Author John Bush, March 8, 2023, "Proposed Redevelopment of Former Lancaster Shoe Factory Awarded \$3.3M Historic Preservation Tax Credit"
- Fairfield County Court of Common Pleas, General Division, Annual Report 2022
- Memo from Auditor, Dr. Carri Brown, March 8, 2023, Subjects: Procedures for Minor Subdivisions or Lot Splits; Pay Advice Information, Tax Incentive Review Council Meetings, and The Annual Comprehensive Financial Report
- Fairfield County Clerk of Courts, Annual Report, 2022
- Columbus Business First, Author Jeffrey Konczal, March 9, 2023, "The Columbus Opportunity: Workforce Chiefs Team Up to Fill Intel-Driven Demand"
- Press Release, Office of County Auditor, March 13, 2023, Dr. Carri L. Brown Sworn-in as Fairfield County Auditor
- Press Release, Fairfield County Family, Adult and Children First Council, March 14, 2023, Fairfield County Family, Adult and Children First Council Awarded \$200,000 for Early Childhood Safety Initiative
- Letter from a Fairfield County Resident Regarding Proposed Solar Energy Farm
- Press Release, Fairfield County ADAMH, March 13, 2023, Fairfield County ADAMH Welcomes New Board Members

Jail Population

- March 7 was 254 with 25 of those being contracted placements.
- March 14 is 266 with 31 of those being contracted placements.

Old Business

Commissioner Davis spoke about the meeting with RLS consultants for the transit study. They are looking for the consultants to determine if the County is doing enough for public transportation, and if Lancaster Public Transit should be a Fairfield County department. There will be representatives from the larger employers in Fairfield County in the meeting, as well as other stakeholders, to see what their needs are for transporting people and employees.

Commissioner Levacy spoke about the grant to the Essex Building and thinks it is significant for redeveloping a historic building and for enhancing downtown Lancaster.

New Business

County Auditor, Dr. Carri Brown, forecasted some budget activities. She also spoke on an intended account to account transfer to the general fund for her office.

Commissioner Davis thanked Dr. Brown for continuing to look into those issues.

Auditor Brown also thanked Amanda Everitt and Cathleen Young for their diligence with the planned redevelopment of the Essex Building.

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Fairfield County Commissioners' Office
March 14, 2023

Regular (Voting) Meeting

The Commissioners continued to their Regular Voting Meeting in the Commissioners' Hearing Room of the Historic Courthouse at 210 E Main St., Lancaster, OH. Commissioner Fix called the meeting to order with the following Commissioners present: Dave Levacy, Jeff Fix. Also present: Aundrea Cordle, Jeff Porter, Bennett Niceswanger, Staci Knisley, Bart Hampson, Jon Kochis, Corey Clark, Dr. Carri Brown, Tony Vogel, Jeremiah Upp, Dan Neeley, Steven Darnell, Lisa McKenzie, Jason Grubb, Elyssa Wanosik, Marty Norris, Ray Stemen, Judy Stemen, Josh Crawford, Rick Szabrak, Francis Martin, Barb Martin, Cynthia Drumm, Mary Ann Berry, Melissa Connor, and Paul McCord.

Attending virtually: Park Russell, Tony Howard, Marcy Fields, Sara Madenwald, Jessica Murphy, Vince Carpico, Nikki Drake, Brian Wolfe, Lisa Thomas, Lori Hawk, Lynette Barnhart, Shelby Hunt, Britney Lee, Josh Horacek, Stacy Hicks, Ashley Arter, and Jeanie Wears.

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 March 7, 2023

Commissioner Davis thanked Mayor Henderson for hosting the Commissioners last Tuesday evening.

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, March 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:

- | | |
|--------------|--|
| 2023-03.14.a | A Resolution to approve an amended partnership agreement to continue the energy aggregation and purchasing program with Palmer Energy, as part of the County Commissioners Association of Ohio program |
| 2023-03.14.b | A resolution to amend resolution 2022-02.15.c appointing Ms. Alysha Blagg to the Fairfield County ADAMH Board. |
| 2023-03.14.c | A resolution to amend resolution 2021-12.07.f appointing Ms. Alicia Bridges to the Fairfield County ADAMH Board. |
| 2023-03.14.d | A resolution to amend resolution 2020-10.22.f appointing Ms. Laura Coholich to the Fairfield County ADAMH Board. |
| 2023-03.14.e | A resolution to amend resolution 2023-03.07.z appointing Ms. Christina Marstiller to the Fairfield County ADAMH Board. |

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- 2023-03.14.f A resolution to approve the appointment of Ms. Elyssa Wanosik to the Child Abuse and Child Neglect Regional Prevention Council.
- 2023-03.14.g A resolution to amend resolution 2022-04.19.b reappointing Ms. Stephanie Fyffe to the Ohio Children's Trust Fund Child Abuse and Child Neglect Regional Prevention 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 Clerk of Courts - Legal

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

- 2023-03.14.h A resolution to appropriate from unappropriated in a major expenditure object category (Clerk of Courts Legal) (2318 Computer Fund)

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:

- 2023-03.14.i A resolution to appropriate from unappropriated funds in a major category expense

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:

- 2023-03.14.j A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services.
- 2023-03.14.k A Resolution to Approve the Contract Bid Award for the WAL-31, FAI-CR11-3.211 Canal Road Bridge Replacement Project.
- 2023-03.14.l A Resolution to Approve the Contract Bid Award for the GRE-13, FAI-CR31-5.457 Coonpath Road over a Tributary to Fethers Run Bridge Replacement Project.

Engineer Upp provided specifics for resolution 2023-03.14.l.

Commissioner Davis stated there are times where those roads are very busy, and asked how traffic will be redirected when that road must be shut down.

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Engineer Upp stated trucks will be directed to state roads and possibly Pleasantville Road.

Commissioner Davis asked about the timeline of the improvements.

Engineer Upp stated it is planned for 6 weeks.

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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|--------------|--|
| 2023-03.14.m | A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2758 reimbursing Fund 2018 |
| 2023-03.14.n | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2072 – Children Services Fund |
| 2023-03.14.o | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2015 – Child Support Enforcement Agency |
| 2023-03.14.p | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2018 – Public Assistance Fund |
| 2023-03.14.q | A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2015 reimbursing Fund 2018 |
| 2023-03.14.r | A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018 |
| 2023-03.14.s | A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2599 reimbursing Fund 2018 |

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 Sheriff

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 Sheriff:

- | | |
|--------------|---|
| 2023-03.14.t | A resolution to approve the purchasing of a gun by a retiring officer |
|--------------|---|

Roll call vote of the motion resulted as follows:

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

Regular Meeting #10 - 2023
Fairfield County Commissioners' Office
March 14, 2023

Approval of a Resolution from Fairfield County Soil and Water

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

2023-03.14.u A resolution of support of property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture.

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:

2023-03.14.v 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

With no further business, on the motion of Jeff Fix and a second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:05 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, March 21, 2023.

Transit Governance Study

The Commissioners met at 2:00 p.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.

Commissioner Davis asked those in attendance to introduce themselves and which organization they represent.

Commissioner Davis introduced Laura Brown and Julie Schafer from RLS, which has been selected to conduct the study.

Commissioner Levacy thanked all those in attendance for their interest in transit.

Commissioner Fix shared these sentiments.

Laura began by speaking about the purpose of the transit study, with the goal being to explore the options available.

Commissioner Davis stated there have already been steps taken to make improvements to transit, which includes increased financial contributions.

A resolution to approve a plan agreement with the County Commissioners Association of Ohio for inclusion the workers' compensation group retrospective rating plan program

WHEREAS, Fairfield County currently participates in a group retrospective rating program through the County Commissioners Association of Ohio ("CCAO") for the Bureau of Workers' Compensation ("BWC") costs; and

WHEREAS, Fairfield County would like to continue to be a participating county in the group retrospective rating program offered by CCAO to manage costs associated with BWC coverage; and

WHEREAS, the County Prosecutor has approved the attached agreement as to form.

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

Section 1. The Board of Commissioners enters into the Plan Agreement for the CCAO Worker's Compensation Group Retrospective Rating Plan Program for the rating period beginning January 1, 2024, to December 31, 2024.

Section 2: The Clerk of the Board of Commissioners will furnish a certified copy of this resolution and the signed documents to the Fairfield County Human Resources Director for further processing.

Prepared by: Jeffrey D. Porter, Deputy County Administrator

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO
WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING
PLAN AGREEMENT**

THIS AGREEMENT, dated as of _____, 2023, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and **FAIRFIELD COUNTY** ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO"), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the "CCAO Group Retrospective Rating Plan" or the "Plan". The principal office of the CCAO Group Retrospective Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers' compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

A. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:

- (1) CCAO was created more than two years prior to the date of application for Group coverage.
- (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
- (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.

B. The Participant represents and warrants as follows:

- (1) It is a member of the County Commissioners' Association of Ohio and is current in all financial obligations to CCAO.
- (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC has no outstanding premiums, penalties or assessments due from it.
- (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.

(4) It is current in all financial obligations to the Group.

Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan.

A. CCAOSC shall:

- (1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.
- (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Retrospective Rating Plan; and
- (3) perform such additional duties as are required of it by this Agreement.

B. The Participant shall:

- (1) join and participate in the CCAO Group Retrospective Rating Plan; and
- (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that the OBWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants' premiums paid to OBWC to the developed losses incurred by the participants during the policy year. It is also understood that the OBWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 36 months, and 48 months.

In the course of the OBWC's evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund for the difference. However, if the total developed losses exceed the total premiums paid to OBWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount ("Maximum Premium Percent") selected by the group Executive Committee. For each evaluation period, payment of refund or notice of assessment to each Participant will be made by the OBWC pursuant to OBWC rules and procedures.

Section VII: ADMINISTRATIVE SERVICES

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VII) relating to the Plan's activities. The cost of these TPA services, and the administrative costs of CCAOSC, shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant agrees to engage, at its sole expense, a TPA for claims-related matters, the same TPA as CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

Section VIII: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "*The CCAO 10 Step Safety Plan for County Government*". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee, including, but not limited to, completing the Claims Management and Safety Expectations Survey and working toward accomplishing all of the Claims Management and Safety Expectations. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

Section IX: GENERAL ADMINISTRATIVE FEES

The Participant agrees to pay the administrative fees of CCAOSC during the term of the Agreement, if any, in the manner specified in Section VII, above.

Section X: GROUP ADVISORY COMMITTEE

There is hereby established a Group Advisory Committee to advise CCAOSC regarding the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of seven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Five members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Advisory Committee, and each Advisory Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Advisory Committee shall be:

- (1) to advise CCAOSC on the selection of a TPA, as provided in Section VII hereof;
- (2) to advise CCAOSC on proposed TPA fees, fees for risk management services, general administrative fees, and the billing and collection thereof;
- (3) to confer with CCAOSC on the ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be necessary to the administration of the Group.

Section XI: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2024 and thereafter. CCAOSC may terminate this Agreement upon thirty (30) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently July 31, 2023. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

Section XII: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC. In order to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC.

Section XIII: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Retrospective Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

Section XIV: ANTI-DISCRIMINATION PROVISION

Per section 125.111(A) of the Ohio Revised Code, CCAOSC warrants and agrees to the following:

A. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither CCAOSC or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and

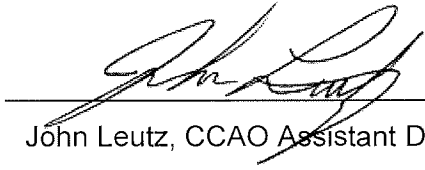
B. None of CCAOSC, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

CCAO SERVICE CORPORATION

Date: 3/9/2023

By: 

John Leutz, CCAO Assistant Director

FAIRFIELD COUNTY

Date: _____

By: _____

Signature of Authorized Official

County Name: FAIRFIELD COUNTY

Address: 210 E MAIN STREET

City, State, Zip: LANCASTER OH 43130

OBWC Number: 32300001

APPROVED AS TO FORM (if required)

Prosecuting Attorney



2024 Group Retrospective Rating Analysis

Employer: Fairfield County

Policy No.: 32300001

Projections based on: TM: -23% EMR: 0.77

Estimated Standard Premium:	\$254,303
BWC Admin & DWRF:	<u>\$58,120</u>
Estimated Individual Premium:	\$312,423

BWC will conduct three (3) annual evaluations to determine the refund/assessment. Evaluations will take place at 12, 24, and 36 months after the end of the policy year.

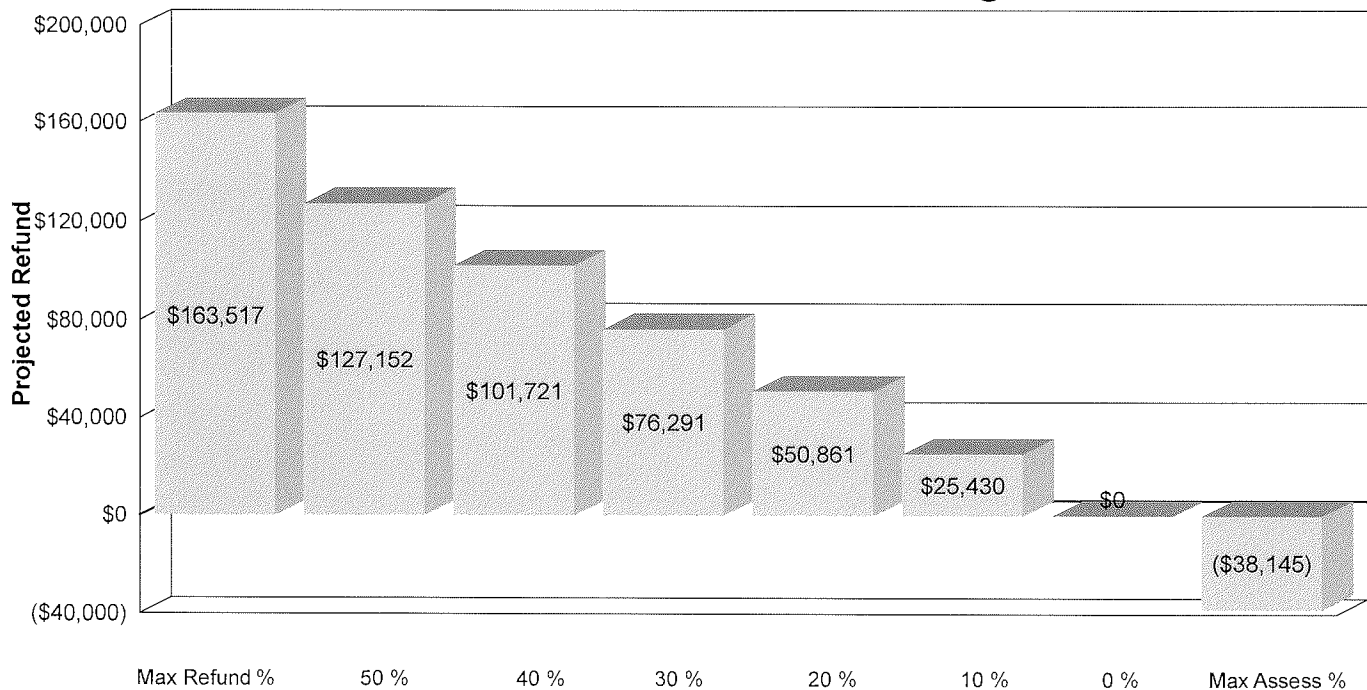
Max Refund: 64.30%

Max Assessment: 15%

Projected Maximum Refund: \$ 163,517

Projected Maximum Assessment: \$ 38,145

Estimated Refund Range



*The 2024 premium amounts are for the payroll period from 1/01/2024 to 12/31/2024.

Actual group refunds/assessments will be dependent on the performance of the entire group.

This projection is to be used as a guideline only for decision making purposes. The results should not be construed as actual.

Prosecutor's Approval Page

Resolution No.

A resolution to approve a plan agreement with the County Commissioners Association of Ohio for inclusion the workers' compensation group retrospective rating plan program

(Fairfield County Commissioners)

Approved as to form on 3/17/2023 3:14:12 PM by Steven Darnell,

Resolution No. 2023-03.21.a

A resolution to approve a plan agreement with the County Commissioners Association of Ohio for inclusion the workers' compensation group retrospective rating plan program

(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 approving an account to account transfer in a major expenditure object category, ARPA Fund # 2876.

WHEREAS, appropriations need adjusted for 2023 budget activity; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object category for contractual services.

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

Section 1. That the Board of Commissioners approve the following transfer of appropriations into a major expenditure object category:

\$4,050

From: Materials & Supplies 12287600 R61h
To: Contractual Services 12287600 R61h

For Auditor's Office Use Only:

Section 1.

*\$ 4,050 from: 12287600 560000 R61h
 To: 12287600 558000 R61h*

Resolution No. 2023-03.21.b

A resolution approving an account to account transfer in a major expenditure object category, ARPA Fund # 2876.

(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 approving an account-to-account transfer of appropriations - Fund 1001, County Auditor's Office

WHEREAS, appropriations are needed within a major category of salaries to cover expenditures of retirement severance of vacation and sick leave;

WHEREAS, an account-to-account transfer of appropriations will allow proper classification of expenditures;

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 \$20,000.00 is hereby authorized as follows:

From: 10100100 Contractual Services
To: 10100100 Personal Services

For Auditor's Office Use Only:

FROM:	10100100 554000	(\$20,000.00)
TO:	10100100 511010	\$20,000.00

Prepared by: Christopher Wagner
cc: Financial Systems Department

Signature Page

Resolution No. 2023-03.21.c

A resolution approving an account-to-account transfer of appropriations - Fund 1001, County Auditor's Office

(Fairfield County Auditor- Finance)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing County Administrator to approve an agreement with Exel Inc., a Massachusetts corporation, d/b/a DHL Supply Chain (USA)

WHEREAS, the Fairfield County Board of Commissioners approved Resolution 2022-09.27.k on September 27, 2022 to create a Community Reinvestment Area in Violet Township; and,

WHEREAS, parcels 0360029900 and 0360032000 are located in Violet Township, an unincorporated area of Fairfield County, and are part of the Fairfield 33 Community Reinvestment Area; and,

WHEREAS, Exel Inc. dba as DHL Supply Chain plans to build a distribution center which will provide a minimum of 200 jobs to the community; and

WHEREAS, improvements need to be made to the Basil Western Road Corridor in order to facilitate this construction; and,

WHEREAS, the Board, along with the City of Canal Winchester, Violet Township, Fairfield County Port Authority, and Pickerington Local School District, desires to enter into a Development and Compensation Agreement ("Agreement") as provided by Ohio Rev. Code Section 5709.82; and,

WHEREAS, as time is of the essence, the Board desires to confer upon County Administrator Aundrea Cordle the authority to enter into this Agreement upon the Board's behalf as provided by Ohio Rev. Code Section 305.30(K) upon the conditions provided below.

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 hereby authorize County Administrator Aundrea Cordle to execute the Development and Compensation Agreement with Exel Inc., DBA DHL (USA) upon approval of all other parties and upon the approval of the Fairfield County Prosecutor's Office.

Prepared by: Angel Conrad
cc: Economic & Workforce Development

Prosecutor's Approval Page

Resolution No.

A resolution authorizing County Administrator to approve an agreement with Exel Inc., a Massachusetts corporation, d/b/a DHL Supply Chain (USA)

(Fairfield County Economic & Workforce Development)

Approved as to form on 3/20/2023 1:11:06 PM by Rochelle Menningen,



Rochelle Menningen
Prosecutor's Office
Fairfield County, Ohio

Resolution No. 2023-03.21.d

A resolution authorizing County Administrator to approve an agreement with Exel Inc., a Massachusetts corporation, d/b/a DHL Supply Chain (USA)

(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 request for appropriations for receipts for EMA
Emergency Performance Grant Fund 2091 (Subfund 8319) [EMA]

WHEREAS, funds will be allocated to a subfund held for Firefighter training
2091 (subfund 8319) from the State Emergency Response Commission/LEPC
grant award; and

WHEREAS, funds represent unanticipated receipts more than what was
budgeted; and

WHEREAS, monies will be used for firefighter training.

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

Section 1. Request that the Fairfield County Commissioners Appropriate
from Unappropriated funds in the amount of:

\$ 2,500.00 12209126 Contract Services

For Auditor's Office Use Only:

Section 1.

12209126 530000 Contractual Services \$2,500.00

Section 2. Issue an Amended Certificate in the amount \$2500.00 to credit
of 2091/8319.

Section 3. Request that the Fairfield County Auditor, on behalf of the
Budget Commission, update receipt line 12209126 439100 Interfund in the
amount of \$2,500.00.

Prepared by: Christy Noland

cc: EMA

Resolution No. 2023-03.21.e

A resolution to request for appropriations for receipts for EMA Emergency
Performance Grant Fund 2091 (Subfund 8319)

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-03.21.f

A Resolution to Approve Advertising for the 2023 Crack Seal Project.

WHEREAS, the County Engineer is requesting approval to advertise for bids for the 2023 Crack Seal Project.

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

SECTION 1: that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise for the 2023 Crack Seal Project.

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

Prepared by: Cheryl Downour
cc: Engineering Office

Resolution No. 2023-03.21.f

A Resolution to Approve Advertising for the 2023 Crack Seal Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve Advertising for the HOC-08, FAI -CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project.

WHEREAS, the County Engineer is advising this Board that the construction drawings for the HOC-08, FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project have been completed, and

WHEREAS, the County Engineer is requesting approval to advertise for bids for the HOC-08, FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project.

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

SECTION 1: that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise for the HOC-08, FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project.

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

Prepared by: Beth Lane
cc: Engineering Office

Signature Page

Resolution No. 2023-03.21.g

A Resolution to Approve Advertising for the HOC-08, FAI -CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-03.21.h

A Resolution to Approve Advertising for the 2023 Microsurfacing Project.

WHEREAS, the County Engineer is requesting approval to advertise for bids for the 2023 Microsurfacing Project.

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

SECTION 1: that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise for the 2023 Microsurfacing Project.

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

Prepared by: Cheryl Downour
cc: Engineering Office

Resolution No. 2023-03.21.h

A Resolution to Approve Advertising for the 2023 Microsurfacing Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve Advertising for the 2023 Pavement Markings Project.

WHEREAS, the County Engineer is requesting approval to advertise for bids for the 2023 Pavement Markings Project.

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

SECTION 1: that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise for the 2023 Pavement Markings Project.

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

Prepared by: Cheryl Downour
cc: Engineering Office

Resolution No. 2023-03.21.i

A Resolution to Approve Advertising for the 2023 Pavement Markings Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve Advertising for the 2023 Resurfacing Project.

WHEREAS, the County Engineer is requesting approval to advertise for bids for the 2023 Resurfacing Project.

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

SECTION 1: that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise for the 2023 Resurfacing Project.

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

Prepared by: Cheryl Downour
cc: Engineering Office

Resolution No. 2023-03.21.j

A Resolution to Approve Advertising for the 2023 Resurfacing Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve Advertising by the County Engineer to Sell Scrap Metal and Aluminum.

WHEREAS, the County Engineer annually advertises to sell scrap metal by the pound that is removed from the county construction projects and also aluminum from obsolete traffic signs, and

WHEREAS, the County Engineer is requesting approval to advertise for bids for the sale of scrap metal and aluminum accumulated in the calendar year 2023.

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

SECTION 1: that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise to sell scrap metal and aluminum.

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

Prepared by: Cheryl Downour
cc: Engineering Office

Signature Page

Resolution No. 2023-03.21.k

A Resolution to Approve Advertising by the County Engineer to Sell Scrap Metal and Aluminum.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-03.21.I

A Resolution to Approve Advertising for the Purchase of Liquid Asphalt.

WHEREAS, the County Engineer is requesting approval to advertise for bids for the Purchase of Liquid Asphalt.

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

SECTION 1: that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise for the Purchase of Liquid Asphalt.

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

Prepared by: Cheryl Downour
cc: Engineering Office

Resolution No. 2023-03.21.I

A Resolution to Approve Advertising for the Purchase of Liquid Asphalt.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-03.21.m

A Resolution to Approve the Construction Drawings for the HOC-08, FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project.

WHEREAS, the County Engineer is advising this Board that the construction drawings for the HOC-08, FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project have been completed, and

WHEREAS, the County Engineer is requesting that this Board of Commissioners sign the Construction Drawing cover sheet.

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

SECTION 1: that the Clerk of this Board return the signed Construction Drawing cover sheet, together with the signed copy of this Resolution, to the County Engineer for further action.

Prepared by: Cheryl Downour
cc: Engineering Department

Resolution No. 2023-03.21.m

A Resolution to Approve the Construction Drawings for the HOC-08, FAI -CR61-1.392
Christmas Rock Road over Arney Run Bridge Replacement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the purchase of a Bomag Roller.

WHEREAS, the Fairfield County Engineer has selected a 2023 Bomag Roller BW138AD-5 for the Fairfield County Engineer's Road Department, covered by Sourcewell Contract (pre-bid) Program; and

WHEREAS, Southeastern Equipment Co.; 1505 Hebron Road; Heath, OH 43056 is selling a 2023 Bomag Roller BW138AD-5 for \$71,047.60 (Sourcewell Contract #032119-BAI).

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

SECTION 1: that this Board of County Commissioners resolves to and does hereby approve the purchase of a 2023 Bomag Roller BW138AD-5 for the cost of \$71,047.60.

SECTION 2: that the Clerk of this Board furnish the County Engineer with one signed copy of this Resolution for further processing.

Prepared by: Cheryl Downour
cc: Engineering Office

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 # **23003409 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2024

B
I
L
L
T
OCOUNTY ENGINEER
3026 W FAIR AVE
LANCASTER, OH 43130
Phone: 740-652-2300V
E
N
D
O
RSOUTHEASTERN EQUIPMENT CO
PO BOX 536
CAMBRIDGE, OH 43725S
H
I
P
T
OCOUNTY ENGINEER
3026 W FAIR AVE
LANCASTER, OH 43130
Phone: 740-652-2300

VENDOR PHONE NUMBER

VENDOR FAX NUMBER

REQUISITION NUMBER

DELIVERY REFERENCE

3663

DATE ORDERED

VENDOR NUMBER

DATE REQUIRED

FREIGHT METHOD/TERMS

DEPARTMENT/LOCATION

03/08/2023

6110

ENGINEER-ADMIN

NOTES

PO Requisitioner Name : Julie Huggins

E mail Address : julie.huggins@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	2023 BOMAG BW138AD-5 SOURCEWELL CONTRACT #032119-BAI GL Account: 16202403 - 574000	1.0	EACH	\$71,047.60	\$71,047.60

\$71,047.60

GL SUMMARY

16202403 - 574000

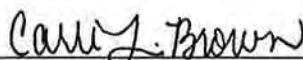
\$71,047.60

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$71,047.60 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: 03/08/2023



Auditor Fairfield County, OH

Purchase Order Total

\$71,047.60

03/21/2023

119

For Department Use ONLY

Resolution No. 2023-03.21.n

A resolution to approve the purchase of a Bomag Roller.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-03.21.o

A resolution to approve the purchase of a LeeBoy 8520C Paver.

WHEREAS, the Fairfield County Engineer has selected a LeeBoy 8520C Paver for the Fairfield County Engineer's Road Department, covered by Sourcewell Contract (pre-bid) Program; and

WHEREAS, McLean Company; 6681 Chittenden Road; Hudson, OH 44236 is selling a LeeBoy 8520C Paver for \$237,156.20 (Sourcewell Contract #060122-VTL).

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

SECTION 1: that this Board of County Commissioners resolves to and does hereby approve the purchase of a LeeBoy 8520C Paver for the cost of \$237,156.20.

SECTION 2: that the Clerk of this Board furnish the County Engineer with one signed copy of this Resolution for further processing.

Prepared by: Cheryl Downour
cc: Engineering Office

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 # **23003412 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2024

B
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COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER, OH 43130
Phone: 740-652-2300

V
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MCLEAN COMPANY
6681 CHITTENDEN RD
HUDSON, OH 44236

S
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P
T
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COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER, OH 43130
Phone: 740-652-2300

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				3664	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
03/08/2023	29870				ENGINEER-ADMIN
NOTES					

PO Requisitioner Name : Julie Huggins

E mail Address : julie.huggins@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	2023 LEEBOY 8520C SOURCEWELL CONTRACT #060122-VTL GL Account: 16202403 - 574000	1.0	EACH	\$237,156.20	\$237,156.20
				\$237,156.20	
GL SUMMARY					
	16202403 - 574000			\$237,156.20	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$237,156.20 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: 03/08/2023

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total **\$237,156.20**

03/21/2023

For Department Use ONLY

122

Resolution No. 2023-03.21.o

A resolution to approve the purchase of a LeeBoy 8520C Paver.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to change a bridge load rating (CLE-29).

WHEREAS, as a result of an engineering analysis based on Ohio Legal Load Limits, the Fairfield County Engineer is recommending the load limit on the CLE-29 Justus Road Bridge be restricted per the attached Exhibit A.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby approve and order the load rating restriction to the CLE-29 Justus Road Bridge per the attached Exhibit A.

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

Prepared by: Cheryl Downour
cc: Engineering Office



BRIDGE LOAD RATING SUMMARY REPORT

OFFICE OF STRUCTURAL ENGINEERING

OHIO DEPARTMENT OF TRANSPORTATION

CLC-29

SFN	Bridge Number	DISTRICT	GPS COORDINATES	
2336294	FAI-C0008-0029	5	LATITUDE: 39.61557222	LONGITUDE: -82.80198333
ORIGINAL YEAR BUILT	YEAR REBUILT	TOTAL BRIDGE LENGTH	FEATURE INTERSECTED (Below)	
1900	1983	21 ft	Salt Creek	
SPECIAL ASSUMPTIONS AND COMMENTS Rating from field measurements and std. dwgs. WSB-1-62. Simple span (20'-0" c/c brgs.) rolled steel beam superstructure on stone abutments. The deck is 20'-0" o/o constructed of 2"x4" timber decking with a 3.64" average asphalt wearing surface per Field Measurements (3/7/2023). Alignment is tangent with no skew. Assumptions made for this rating: W 8x48 section selected for beams based off field measurements. W 6x15 section selected for diaphragms based off field measurements. W 6x15 section selected for guardrail posts based off field measurements. 1/4" Category A fillet weld accomplished w/ E60XX electrode class. 6" long, 4 gauge, 60D nails selected based off std. dwg. WSB-1-62. Average asphalt wearing surface based off 3.0" thickness field measured at edges and a 0.016 ft/ft cross-slope. Deterioration added based on County findings and 5% global deterioration assumed based on photos and 4A inspection rating.				
Controlling Rating Details Minimum Legal Rating = 0.372, Live Load = EV2, Member = Beam 3 (Interior) Location: Span 1 - (0.0%) (0ft along the member) → Limit State = Design Shear - Steel HS 20-44 Minimum Inventory Rating = 0.212, Member = Beam 3 (Interior) Location: Span 1 - (0.0%) (0ft along the member) → Limit State = Design Shear - Steel HS 20-44 Minimum Operating Rating = 0.354, Member = Beam 3 (Interior) Location: Span 1 - (0.0%) (0ft along the member) → Limit State = Design Shear - Steel				
Please type or select below using drop down arrow			Place Engineers Seal Below	
LOAD RATING PURPOSE:	5 - Deterioration or GA Dropped Below 5			
GENERAL APPRAISAL (0-9):	4			
LOAD RATING SOFTWARE:	3 - AASHTO BrR			
SOFTWARE VERSION:	7.2.0.3001			
ROUTINE PERMIT LOAD (RPL):	C - All routine permit Loads are restricted from the bridge			
RATING SOURCE:	2 - Field measured information for load rating analysis			
LOAD RATING METHOD:	LFR - Load Factor Rating (RF) - Code 6			
DESIGN LOADING:	0 - Unknown			
STRUCTURE RATING SUMMARY				
OHIO & AASHTO LEGAL VEHICLES				
Legal Load	GVW (Tons)	No of Axles	Rating Factor RF	Safe Weight (Tons)
2F1	15	2	0.588	8.82
3F1	23	3	0.430	9.89
5C1	40	5	0.446	17.84
Type 3	25	3	0.468	11.70
Type 3-3	40	6	0.584	23.36
Type 3S2	36	5	0.484	17.42
SPECIALIZED HAULING VEHICLES (SHV)				
SU4/4F1	27	4	0.402	10.85
SU5	31	5	0.381	11.81
SU6	34.75	6	0.381	13.24
SU7	38.75	7	0.381	14.76
EMERGENCY VEHICLES (EV) Check box if rating for EV3 <input checked="" type="checkbox"/>				
EV2	28.75	2	0.372	10.70
EV3	43	3	0.305	13.12
Design Inventory and Operating Ratings				
Loading Type		Rating by RF		
HS20 Loading		Inventory	Operating	
		0.212	0.354	
Recommendation:		LOAD POSTING IS RECOMMENDED		
Sign Posting Recommendation:		WEIGHT LIMIT SINGLE UNIT		
		2 AXLE 8 T		
		3 AXLE 9 T		
		4 AXLE 10 T		
		5 AXLE 11 T		
		6+ AXLE 13 T		
		17 T		
Routine Permit Load (RPL) Analysis (optional)				
Loading Type	GVW (Tons)	No of	Rating Factor	Safe Load (Tons)
PL 60T	60	6	0.324	19.44
PL 65T	65	7	0.300	19.50
Controlling Legal Load RF		35%	0.35	
RPL Analysis Method		Load & Resistance Factor Rating (LRFR)		
AGENCY/FIRM/OFFICE				
Name		PE #	Phone Number	Email
Rated By		Joel B. Magalski	85232	740-687-5542
Reviewed By		Julia A. Hart	69738	740-687-5542

Date & Time: 03/16/2023 10:09 AM

BR-100 Version (01/2023)

Resolution No. 2023-03.21.p

A resolution to change a bridge load rating (CLE-29).

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance.

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

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

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

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

\$50,000.00 16202403- Contractual Services

For Auditor's Office Use Only:

16202403-543000 \$50,000.00

Prepared by: Julie Huggins
cc: Engineer

Resolution No. 2023-03.21.q

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

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

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

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

\$50,000.00 16202405-Material Supplies

For Auditor's Office Use Only:

16202405-560000 \$50,000.00

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2023-03.21.r

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

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve recommendations and updates to the 2023 Personnel Policy Manual for Fairfield County employees

WHEREAS, the Fairfield County Personnel Policy Manual serves the purpose of communicating to employees the rules and regulations associated with county employment and encourages employees to set high standards for customer service and ethics, allow for their personal and professional development and to perform all duties at their personal best; and

WHEREAS, it has become necessary to update the Personnel Policy Manual to reflect necessary changes in the policy; and

WHEREAS, the substantive recommended changes to the Personnel Policy Manual have been reviewed by the Fairfield County Prosecutor's Office with no objections; and

WHEREAS, while as of this date, the policies contained in the Personnel Policy Manual are consistent with the Ohio Revised Code, when there is any conflict between a statute and a county policy or regulation, the Ohio Revised Code shall prevail; and

WHEREAS, procedures and practices are subject to change and modification and therefore, The Fairfield County Board of Commissioners reserves the right to change, amend and supplement the policies set forth in the Personnel Policy Manual with or without notice, and that changes can be either oral or written.

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

Section 1. The Board of Commissioners approves the revised Fairfield County Personnel Policy Manual with an effective date of March 14, 2023.

Section 2. The Board of Commissioners instructs the County Human Resources Deputy Director to post the newly revised Fairfield County Personnel Policy Manual on the County intranet site and communicate the changes to Department Heads, Elected Officials and employees and requests that all county employees complete an acknowledgement stating they have received the revised policy manual and have read and understand it.

2023-03.21.s

A resolution to approve recommendations and updates to the 2023 Personnel Policy Manual for Fairfield County employees

Prepared by: Abby Watson, County Human Resources Deputy Director
CC: Aundrea N. Cordle, County Administrator



Fairfield County Personnel Policy Manual

March 2023

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To All Employees of Fairfield County:

As elected public officials, it is our responsibility to the citizens of Fairfield County to make our workforce as productive and effective as possible. A cooperative effort between and among county employees is a key to good government. You are an important and necessary part of our success.

As a public employee of Fairfield County, your working life is governed by many rules and regulations. This booklet serves two purposes. One is to acquaint you with the rules and regulations of county employment; the other is to urge you to set high standards, to allow for personal development, to work for recognition and to perform at your personal best.

In 2019, we adopted “We Live the Code” to espouse the goal of providing exceptional internal and external customer service as a core value of Fairfield County government. It is you, Fairfield County employees, who help us accomplish this goal of exceptional customer service each and every day. To you, we say thank you. As we continue to Live the Code, our shared values of teamwork, responsibility, and harmony make Fairfield County a better place for everyone.

Procedures and practices are subject to modification and new developments. New updates will be provided whenever necessary. While, as of this date, these personnel policies are consistent with the Ohio Revised Code, when there is any conflict between a statute and County policy or regulation, the Ohio Revised Code shall prevail. Any questions should be referred to your immediate supervisor.

Sincerely,

Fairfield County Commissioners
Steven Davis
David Levacy
Jeffrey Fix

We Live the Code

I am a member of a TEAM of dedicated professionals who strive to exceed customer expectations. I listen and respond effectively to customer questions and do not discriminate or pass judgement onto those that come before me. I respect and value the opportunity to use my knowledge, techniques and resources to assist, encourage and mentor customers.

I am personally responsible to complete work in a timely and consistent manner. I will be regularly present, punctual and prepared to do the best job possible. I take ownership of errors and take action to correct them in an efficient manner. I will continue to work to improve the performance of myself and others by pursuing opportunities for learning. I will receive feedback in a constructive manner to develop professionally.

I will work harmoniously with others to get the job done, despite pressing deadlines or emerging crises. I will share information with everyone involved to set a tone of cooperation. I will follow policies and procedures as set forth by the county.

ARTICLE 1: INTRODUCTION AND ADMINISTRATION

SECTION: 1:1

SUBJECT: INTRODUCTION, APPLICABILITY & POLICY MANUAL ADMINISTRATION

The provisions of this Policy Manual are applicable to all employees of Fairfield County except as specifically provided. Its purpose is to provide a systematic and organized approach to the establishment, implementation, and administration of the personnel policies and practices relevant to all such employees of Fairfield County. Policies are defined as the basic rules which guide administrative action for accomplishing an organization's objectives. Comprehensive and clearly defined policies, consistently and fairly administered, are essential to the success of any organization. This policy manual is adopted and interpreted exclusively by the Appointing Authority in each department, and elected officials, and is not subject to modification, change, or contrary interpretation except as may otherwise be required by the law and/or Constitutions of the State of Ohio and federal government. Any statements in conflict with these policies made by anyone else are unauthorized, expressly disallowed, and should not be relied on. Any questions relating to the purpose, goals, and/or interpretation of the policies contained herein should be directed to the Appointing Authority.

This Manual is not a contract of employment or a guarantee of any rights or benefits, but is merely intended to be used to assist and guide employees in the day-to-day directions and performance of their duties. The policies set forth and adopted within this Manual supersede all previous written and unwritten personnel policies of each Appointing Authority. Each Appointing Authority may supplement this manual in accordance with applicable law. It is further the intent of this Manual to comply with all applicable federal, state, and civil service laws and regulations which each Appointing Authority is required to follow. Where there may be an unintended conflict between the Ohio Revised Code or applicable federal law and this manual, the statute shall prevail. Employees are responsible, as a condition of their employment, to abide by these policies and procedures. It is also the responsibility of each manager or supervisor to properly and consistently administer these policies and procedures. In order to effectively implement this Policy Manual and oversee its administration, the following affirmative action will be taken.

First, the most current copy of this manual is available to all employees on the County intranet. Second, the policies in this manual may be revised, with or without notice, as changes in external law or other conditions require. Only the Appointing Authority has the authority to make revisions or interpretations of policies contained herein. Copies of said revisions will be available for all employees on the intranet prior to their effective date. Third, employees are encouraged to make suggestions for improvements in personnel policies and practices. Suggestions should be directed to the Appointing Authority in writing, together with an explanation as to how such a change could improve the services provided to the public.

SECTION: 1:2

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY

It is the continuing policy of Fairfield County to provide equal employment opportunity to qualified individuals regardless of their age, sex, race, color, religion, disability, military status, genetic testing, or national origin, and to conform to applicable Equal Employment Opportunity laws and regulations. Equal opportunity encompasses all aspects of employment practices to include, but not limited to, recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, layoffs, recall from layoffs, discipline, and other County sponsored activities and programs. Additionally, it is the policy of Fairfield County to provide a means for communicating and resolving grievances and complaints regarding unlawful

discriminatory employment practices. Any employee who fails to comply with this policy is subject to appropriate disciplinary action.

A copy of the County's Equal Employment Opportunity Plan is available upon request.

SECTION: 1:3

SUBJECT: SEVERABILITY/SAVINGS CLAUSE

The policies in this Manual supersede any and all previous policies, written or unwritten, on subject matters covered or referred to herein. In the event that any section of this Manual, or amendment or revision thereto, is held to be unenforceable, invalid, contrary to law, or otherwise restrained from its full force and effect by a court or other tribunal of competent jurisdiction, the remaining section(s) of the Manual, to the extent that they remain unaffected by such declaration or restraint, shall continue in full force and effect. Each Appointing Authority reserves the right to effectuate a lawful alternative to any section or part thereof declared unenforceable, invalid, or contrary to law. The County will attempt to give employees advance notice of manual changes. However, the County may revise these policies with or without advance notice. Notice of the revisions will be available to all employees on the County intranet.

SECTION: 1:4

SUBJECT: DISCLAIMER

The policies and procedures established and set forth in this Policy Manual provide guidelines for the supervisors and employees during the course of their employment with Fairfield County, Ohio to ensure, to the extent practicable, uniformity and nondiscriminatory application of conditions of employment.

Nothing herein is intended to, nor shall it be construed or interpreted, so as to create contractual or vested rights for employees with respect to continued employment, benefits, policies, procedures or any other provisions of this Manual other than those rights created by applicable state or federal law.

Where there is a conflict between an express provision of this Manual and a collective bargaining agreement, the collective bargaining agreement shall prevail with respect to that provision.

SECTION: 1:5

SUBJECT: COMPUTER, SMARTPHONE, AND INFORMATION SYSTEMS USAGE

General

1. Fairfield County computers, smartphones, and information systems are the property of Fairfield County. They may be used only for explicitly authorized purposes. Fairfield County reserves the right to examine all data stored in or transmitted by their computers, smartphones, and systems. Without notice, Fairfield County Information Technology (FCIT), and authorized Fairfield County supervisors may enter, search, monitor, track, copy, and retrieve any type of electronic file of any employee or contractor. These actions may be taken for business-purpose inquiries including but not limited to theft investigation, unauthorized disclosure of confidential business or proprietary information, excessive personal use of the system, or monitoring work flow and employee productivity.
2. Personnel have no rights to privacy with regard to the Internet and e-mail. Authorized designees (as referenced above) may access any files stored on, accessed via, or deleted from computers and

information systems. When necessary, Internet, e-mail, and Instant Messenger (IM) usage patterns may be examined for work-related purposes, including situations where there is a need to investigate possible misconduct and to assure that these resources are devoted to maintaining the highest levels of productivity. FCIT has the authority and ability to monitor Internet sites contacted, e-mail, and instant messaging usage at its own discretion or at the request of management.

3. All software installed on any Fairfield County computer or smartphone must be licensed to Fairfield County. No Fairfield County employee may install, uninstall, or reconfigure any software or hardware owned by the county without prior authorization by FCIT.

Allowable Uses of Computer, Smartphone, and Information Systems for Business Purposes

1. Facilitating job function performance;
2. Facilitating and communicating business information within the county network;
3. Coordinating meeting locations and resources for the county;
4. Communicating with outside organizations as required in the performance of employee job functions.

Prohibited Uses of Computers, Smartphones, and Information Systems, Including but Not Limited to E-mail, Instant Messaging, and the Internet

1. Violating local, state, and/or federal law;
2. Harassing or disparaging others based on age, race, color, national origin, sex, sexual orientation, disability, religion, military status or political beliefs. Harassment and disparagement include but are not limited to slurs, obscene messages, or sexually explicit images, cartoons, or messages;
3. Threatening others;
4. Soliciting or recruiting others for commercial ventures, religious or political causes, outside organizations, or other matters which are not job related;
5. Using computers, smartphones, or information systems in association with the operation of any for-profit business activities or for personal gain;
6. Sabotage, e.g. intentionally disrupting network traffic or crashing the network and connecting systems or intentionally introducing a computer virus;
7. Accessing an employee's files without authorization and with no substantial business purpose;
8. Vandalizing the data of another user;
9. Forging electronic mail and instant messenger messages;
10. Sending chain letters;
11. Sending rude or obscene messages (e-mail and instant messenger should not be used to send anything that would embarrass or discredit Fairfield County);
12. Disseminating unauthorized confidential or proprietary Fairfield County or client documents or information or data restricted by government laws or regulations;
13. Browsing or inquiring upon confidential records maintained by Fairfield County without substantial business purpose;
14. Disseminating (including printing) copyrighted materials, articles, or software in violation of copyright laws;
15. Accessing the Internet in any manner that may be disruptive, offensive to others, or harmful to morale;
16. Transmitting materials (visual, textual, or auditory) containing ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on age, race, color, national origin, gender, sexual orientation, disability, religious or political beliefs;

17. Sending or soliciting sexually-oriented messages or images;
18. Using the Internet or instant messenger for political activity;
19. Using the Internet to sell goods or services not job related or specifically authorized in writing by an approving authority;
20. Downloading and viewing non-work-related streaming audio or video (e.g. listening to radio stations, etc.) due to the limited bandwidth of the system;
21. Intentionally using Internet facilities to disable, impair, or overload performance of any computer system or network or to circumvent any system intended to protect the privacy or security of another user;
22. Speaking to the media or to the public within any news group or chat room on behalf of Fairfield County if not expressly authorized to represent Fairfield County;
23. Uploading or downloading games, viruses, copyrighted material, inappropriate graphics or picture files, illegal software, and unauthorized access attempts into any system.

NOTE: Whether on working time or not, these prohibitions apply at all times to county-owned computers, smartphones, and information systems. Personnel cannot expect that the information they convey, create, file, or store in Fairfield County computers and information systems will be confidential or private regardless of the employee's intent.

Use of E-mail and Instant Messaging Systems

1. Public Records

- a. Documents in electronic mail format are records as defined by the Ohio Revised Code when their content relates to the business of the office. Email is to be treated in the same fashion as records in other formats and should follow the same retention schedules.
- b. Public E-mail accounts - Records in public email accounts used to conduct public business are subject to disclosure, and all officials, employees, or other representatives of this office are instructed to retain such e-mails that relate to public business in accordance with this public office's record retention schedule. Records in public email accounts used while on county computers not used to conduct public business, while strongly prohibited by this office's policies and procedures are not subject to disclosure.¹
- c. Private E-mail accounts - Records in private email accounts used to conduct public business on public property (i.e. county computers) may be subject to disclosure, and all officials, employees, or other representatives of this office are instructed to retain such private emails should they relate to public business.² Such emails from private account should be treated as records of this office, retaining them per established schedules, and making them available for inspection and copying in accordance with the Public Records Act.

2. Official Use

¹ *State ex rel. Wilson- Simmons v. Lake County Sheriff's Dept.* (1998), 82 Ohio St. 3d 37. (Court holds that the requested e-mail consisting of racist slurs, although reprehensible, does not serve to document the organization, functions, policies, decisions, procedures, operations, or other activities of the sheriff's department).

² Case law is undecided as to private email use on county property. Therefore, county employees are cautioned against using private email accounts for public business, particularly when such email is created from county computer usage.

- a. When using e-mail or instant messaging (IM), as with all written official communications, personnel are expected to display a formal, businesslike demeanor in order to reflect professionalism and credibility upon Fairfield County and themselves.
- b. Everyone is responsible and liable for the content of his or her electronic mail or message. As stated earlier, all electronic data may be accessed at any time by FCIT or management for legal or business purposes.

3. Nonofficial Use

- a. Personnel may access e-mail and instant messaging (IM) systems for nonofficial business provided that such communication does not disrupt or interfere with official Fairfield County business, is kept to a minimum duration and frequency, and is not political in nature. Similar to telephone usage, minimal personal e-mail and instant messaging (IM) may be received or sent provided that no cost is incurred by Fairfield County.
- b. Please remember that there is no expectation of privacy for anything sent by e-mail or Instant Messenger (IM), and that others can view this information at any time.

4. Internet Access Guidelines

- a. Applicability - This policy provides only guidelines to Fairfield County personnel for Internet access. It does not supersede state or federal laws or any office policies regarding confidentiality, information dissemination, or standards of conduct.
- b. General Information - In the effort to enhance client service and facilitate communication among personnel, Fairfield County provides most personnel with Internet access, as determined by each employee's appointing authority. Personnel Internet access accommodates basic e-mail functions, file transfer, and interactive terminal access to accomplish county business goals. Fairfield County permits personnel to use and explore this technology so that everyone may become as proficient as possible in order to improve work quality and efficiency. All Fairfield County personnel must become familiar with and acknowledge Fairfield County policies relating to the Internet use in order to make the best use of the technology, maintain a professional environment, and protect valuable Fairfield County and client information.
- c. Guidelines for Incidental/Occasional Personal Internet Usage - Generally, the Internet is to be used for work-related purposes. Fairfield County will permit personal use of the Internet with reasonable restrictions as to the amount of time devoted to personal usage and sites visited provided such use does not adversely affect business or productivity. Incidental/occasional use is comparable to time authorized for meals and reasonable breaks during the workday and those times only should be used to attend to personal matters. Fairfield County has the right to insist that agency Internet resources are devoted to maintaining the highest degree of productivity. Personal Internet usage is a privilege, not a right. As such, the privilege may be revoked at any time and for any reason. Please remember incidental/occasional use is considered part of the meal and break time of personnel. Personnel are not permitted to utilize the Internet for personal use equal to meal and break times and also take their scheduled meal and breaks. Such actions will be considered excessive.
- d. Filtering by Screening Software - FCIT has the right and may filter and deny users Internet access to sites considered inappropriate. Although not all-inclusive, examples of inappropriate sites that may be filtered are those depicting violence/profanity, partial or full nudity, sexual activity, gross depictions, intolerance, satanic/cult images, militant/extremist

images, questionable/illegal, and gambling activities. Please remember that there is no expectation for privacy for an employee's use of the Internet and that others can view this activity at any time. EXCEPTION: Certain employees, such as Sheriff's detectives, require the ability to access the internet without being filtered. The employee's appointing authority may instruct FCIT to cease filtering the internet access of any specific user. Such request does not bypass activity monitoring and/or logging.

Securing Computer Equipment, Smartphones, and Electronic Data

1. General

- a. Fairfield County employees who are responsible for or are assigned portable computer equipment, smartphones, and electronic media (i.e., laptops, flash memory devices, external hard drives, DVD's, CD's, etc.) shall secure those items when not in the office. These items routinely contain confidential and/or HIPAA information, which could be compromised if lost or stolen.
- b. If a Fairfield County employee is responsible for a pool of portable equipment (e.g., equipment that is shared by many employees), the equipment shall be secured while in and out of the office. Sign-in and sign-out sheets shall be utilized to track the location of the equipment at all times. The sign in and out sheet at a minimum should include the employee's name that is using the equipment and date of checkout and return.
- c. When in possession of computer equipment, smartphones, or media overnight, the computer equipment, smartphone, and media is expected to be secured in the employee's hotel room, residence, etc., in the most secure manner possible. When absolutely necessary, computer equipment, smartphones can be placed in the trunk of a vehicle so long as items are not visible, but the trunk and the vehicle must be locked. Leaving computer equipment on the front or back seat of a vehicle, or in any way visible, is not permitted.
- d. If an employee loses a piece of equipment or it is stolen, they are required to immediately notify their supervisor and FCIT.
- e. Failure to properly secure portable computer equipment, smartphones, and electronic data is subject to disciplinary action.

2. Physical Security

- a. Agencies and users shall protect county-owned and county-authorized portable computing devices, removable storage components and removable computer media as well as privately owned or contractor-owned equipment which is connected to the Fairfield County Network from unauthorized access. Physical security measures shall incorporate at a minimum the practices listed below.
 - i. Portable computing devices, smartphones, computer media and removable components, such as disk drives and network cards, shall be stored in a secure environment. Devices shall not be left unattended without employing adequate safeguards, such as cable locks, restricted access environments or lockable cabinets.
 - ii. When possible, portable computing devices, smartphones, computer media and removable components shall remain under visual control while traveling. If visual control cannot be maintained, then necessary safeguards shall be employed to protect the physical device, computer media and removable components.
 - iii. Safeguards shall be taken in public or common areas to avoid unauthorized viewing of sensitive or confidential data.

3. Operation and Maintenance

- a. All county, privately-owned or contractor-owned devices that are authorized by FCIT for work use must meet, at minimum, the following guidelines:
 - i. Anti-Virus protection. All systems connected to any county-operated network must be protected by anti-virus software approved by FCIT.
 - ii. System configuration. FCIT may require mandatory system configurations or settings for software or operating systems on any devices connected to any county-operated network, in order to protect the network. Device operating systems shall be maintained with appropriate vendor security patches and updates.
 - iii. Encryption. County data, applications and other system resources stored on portable computing devices shall be secured in accordance with the agency's risk assessment as defined in Ohio IT Policy ITP-B.1, "Information Security Framework." Methods for securing information maintained on portable devices may include as applicable, but not be limited to; personal firewalls, BIOS passwords, Data/application encryption, hard drive encryption, screen locking, screen timeout, security tokens.
 - iv. Backup. FCIT does not routinely back-up the contents of any portable devices. Data requiring a backup routine must be saved only to FCIT authorized servers.
- b. Guidelines for management and maintenance of personal and county data on portable computing devices.
 - i. County-owned Devices. Personal data may, from time to time, be temporarily stored on county-owned portable computing devices and smartphones, provided said data and data access is in accordance with the county's Computer and Information Systems Usage Policy.
 - 1. Upon termination of employment, contract, or appointment, or when the employee or contractor assignment no longer requires the county-owned device, the device must be immediately returned to FCIT by the employee, contractor, or appointing authority. When a device is removed from service, the employee, contractor, or appointing authority must immediately return the device to FCIT for sanitization. Any non-county data found on the personal device will be permanently deleted. County data remaining on the device will be appropriately addressed by FCIT.
 - ii. Privately-owned Devices. When the device is no longer authorized for official county business because of termination of employment, termination of contract, change of assignment, or any other means, FCIT shall take appropriate action to remove or verify the removal of county software and data.
 - iii. Data Synchronization (Syncing). Fairfield County disclaims legal liability for the loss of non-county data, as well as the confidentiality of data synchronized or transmitted to county-owned or county-operated devices.

4. Lost and Stolen Devices

The loss or theft of any portable computing device or smartphone, regardless of ownership by the county, employee, contractor, or etc., must be immediately reported to FCIT.

5. Privately-Owned and Contractor-Owned Portable Computing Devices

The use of privately-owned or contractor-owned devices (i.e., PDAs, smart phones, and laptops) for official county business must be authorized in advance by FCIT. Any portable computing device that is authorized by FCIT for county business must meet the following requirements:

- a. The device owner is responsible for the installation and maintenance of anti-virus protection. The anti-virus protection used must be approved by FCIT.
- b. The device owner is responsible for enabling a personal firewall, when the device is capable, prior to connecting the device to any county-owned or operated network.
- c. Disclaim in writing any agency liability for the safeguarding or maintenance of non-state data or portable computing devices used in support of official state business or while acting as an agent of the state. The disclaimer shall include a component stating that users of privately-owned devices used for state work shall not have any expectation of personal privacy regarding the device and that such devices may be confiscated as evidence in civil or criminal proceedings.

6. Education and Awareness

Agencies shall ensure that portable computing device security is addressed in education and awareness programs. All employees, contractors, and other authorized users must agree to this security policy at the beginning of their respective appointments or assignments.

Password Protection

Passwords are an important aspect of computer security. They are the front line of protection for user accounts. A poorly chosen, misused, or misappropriated password may result in the compromise of Fairfield County's entire internal computer network. As such, and as a condition of being granted limited access to a portion of Fairfield County's computer equipment and network all Fairfield County employees, as well as contractors and vendors with access to Fairfield County systems, are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords. An employee's breach of the procedures outlined below may subject the employee to appropriate discipline up to, in an appropriate case, termination of employment.

This policy applies to all employees and other personnel (collectively "users" or singularly a "user") who have access to, use of, or are responsible for an account, or any form of computer or network the use of which supports or requires a password, on any computer, computer system, or network that resides at any Fairfield County facility, has access to the Fairfield County network, or stores any public or non-public Fairfield County information.

1. General Information

- a. All user-level computer passwords (e.g., desktop computer, etc.) must be changed at least once every 90 days and this change will be programmatically enforced by Fairfield County. Notwithstanding that policy, in its discretion Fairfield County and its respective departments may impose a policy upon their employees that require passwords to be changed more often than every 90 days. Employees are hereby advised that the timeframe for password expiration is revolving, with each 90-day period commencing at the last time the user changed the password. An employee or other user is always permitted to change passwords more often than the minimum requirement, if he or she so desires.
- b. The password is required to be twenty (20) characters.

- c. Users or user accounts that have system-level privileges granted through group memberships or programs such as "sudo" must have a unique password from all other accounts held by that user. By way of example, and not limitation, domain administration and local computer administration accounts belong to this category.
- d. Passwords must not be inserted into email messages or other forms of electronic communication, regardless of the recipient of the message.
- e. All user-level and system-level passwords must conform to the guidelines described below.

2. Guidelines

a. General Password/Passphrase Construction Guidelines

i. Please follow the below best practices when creating your password/passphrase:

1. Use an easy to remember but uncommon group of four to eight words.
2. Add spaces within and between words.
3. Use capital letters or capitalize certain words.
4. Add punctuation and special characters that make sense to the user but no one else.
5. Use unusual or abbreviated spellings of words.
6. Make some letters into numbers.

ii. Examples below: NOTE: Do not use either of these examples as passwords.

1. crazy\$ delightful notice Test
2. several&Western whether case

b. Password Protection Standards

- i. Do not use the same password for Fairfield County accounts as for other non-Fairfield County access (e.g., personal ISP account, option trading, benefits, etc.).
 - ii. Don't reveal a password over the phone or in an e-mail to anyone, for any reason.
 - iii. Do not share Fairfield County passwords with anyone, including family members, administrative assistants, secretaries, coworkers, or supervisors, even if you will be away from work for a period of time.
 - iv. Don't reveal a password on questionnaires or security forms.
 - v. Do not store passwords in a file on ANY computer system (including Palm Pilots or similar devices) without encryption that has been previously approved by FCIT.
 - vi. Do not write passwords down and store them anywhere in your office.
 - vii. If someone demands a password, refer them to this document or have them call someone at FCIT.
 - viii. If an account or password is suspected to have been compromised, report the incident to FCIT and change all passwords.
 - ix. Password cracking or guessing may be performed on a periodic or random basis by FCIT or its delegate(s). If a password is guessed or cracked during one of these scans, the user will be required to change it.
- c. Application Authentication Standards - FCIT must review and approve all applications prior to being deployed on any Fairfield County system. FCIT, in its sole discretion, may approve or deny installation of any given application based on its compliance or exception to this policy.
- d. Restricted-Use and Independent Software Authentication Management - For departmental or division (hereinafter, "office") -only software that has internal security not managed by a directory service under the authority of FCIT, the highest supervisor, manager, or director

of that office has the responsibility to maintain the users, passwords, and internal security of that application. In such case, that office shall enforce the password rules and policies set forth herein. That office shall perform a quarterly audit of such system(s). The responsible office shall notify FCIT of any existing applications that qualify for governance under this section of the Password Policy.

- e. Use of Passwords and Passphrases for Remote Access Users - Access to the Fairfield County Networks via remote access is to be controlled using either a one-time password authentication or a public/private key system with a strong passphrase.
- f. Exceptions - Exceptions to this policy include only accounts and passwords upon which a password policy has been mandated by an office of higher authority than FCIT (i.e. Secretary of State, State of Ohio Office of Information Technology, etc.). FCIT shall be notified of any such exceptions.

NOTE - Violations of this policy will be reviewed on a case-by-case basis and may result in disciplinary action up to and including termination.

Off-Duty Use of Social Media

Fairfield County supports the free exchange of information and camaraderie among employees on the internet off-duty. However, when internet blogging, chat room discussions, email, text messages or other forms of electronic communication extend to employees revealing confidential information about Fairfield County, or engaging in posting inappropriate material about Fairfield County or its officers or employees, the employee who posts such information or assists in posting such material may be subject to disciplinary action, up to and including termination.

While off-duty, employees are reminded to be careful of the information they disclose on the internet, including social media sites. The following uses of social media off-duty are strictly prohibited:

1. Comments or displays about coworkers or supervisors or Fairfield County that are vulgar, obscene, threatening, intimidating, harassing, or a violation of Fairfield County's workplace policies against discrimination, harassment or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, military status or other protected class, status, or characteristic. Fairfield County policies with respect to these prohibitions apply to off-duty conduct;
2. Statements or uses of Fairfield County's logo or trademark which are slanderous or detrimental to Fairfield County, including evidence of the misuse of Fairfield County's authority, insignia or equipment;
3. Engagement in unprofessional communication. "Unprofessional communication" includes that which, if left unaddressed, could potentially result in a civil or criminal cause of action against Fairfield County. "Unprofessional communication" also includes that which Fairfield County could demonstrate has a substantial risk of negatively affecting Fairfield County's reputation, mission or operations, such as slander, defamation or other legal cause of action.
4. Disclosure of confidential and/or proprietary information acquired in the course of employment. Confidential information includes not only information that would not be available pursuant to a public records request, but also includes any information which does not relate to an issue of public concern.
5. Comments or displays which impact employees' abilities to perform their job duties or Fairfield County's ability to maintain an efficient workplace.

Social media sites may be inspected by Fairfield County to determine potential violations of Fairfield County policy. If an employee believes that an online communication violates any Fairfield County policy, the employee should immediately report the communication to his or her supervisor. Fairfield County may investigate the matter, determine whether such communication violates Fairfield County policies, and take appropriate action. This action may include discipline, up to and including termination.

This policy does not apply to communications protected by the U.S. or Ohio Constitutions. Employees should see their supervisors with any questions or concerns about this policy.

SECTION: 1:6

SUBJECT: PUBLIC RECORDS REQUEST POLICY

Introduction

It is the policy of the Fairfield County Commissioners Office that openness leads to a better-informed citizenry, which leads to better government and better public policy.

Public Records

This office, in accordance with the Ohio Revised Code, defines records as including the following: any document – paper, electronic (including, but not limited to, e-mail), or other format – that is created or received by, or comes under the jurisdiction of a public office that documents the organization, functions, policies, decisions, procedures, operations, or other activities of the office. All records of the Fairfield County Commissioners are public unless they are exempt from disclosure under the Ohio Revised Code. It is the policy of the Fairfield County Commissioners Office, as required by Ohio law, that records will be organized and maintained so that they are readily available for inspection and copying.

Records Requests

Each request for public records should be evaluated for a response using the following guidelines:

Although no specific language is required to make a request, the requestor must at least identify the records requested with sufficient clarity to allow the public office to identify, retrieve, and review the records. If it is not clear what records are being sought, the records custodian must contact the requestor for clarification, and should assist the requestor in revising the request by informing the requestor of the manner in which the office keeps its records.

The requestor does not have to put a records request in writing and does not have to provide his or her identity or the intended use of the requested public record. It is this office's general policy that this information is not to be requested. However, the records custodian may ask for a written request and may ask for the requestor's identity and/or intended use of the information requested if 1) it would benefit the requestor by helping the public office identify, locate, or deliver the records being sought, and 2) the requestor is informed that a written request and the requestors identify and intended use of the information requested are not required.

Public records are to be available for inspection from 8:00 a.m. to 4:00 p.m., Monday through Friday, during regular business hours, with the exception of published holidays. Public records must be made available for the inspection promptly. Copies of public records must be made available within a reasonable period of time. "Prompt" and "reasonable" take into account the volume of records requested; the proximity of the location where the cords are stored; and the necessity for any legal review of the records requested.

Routine requests for records should be satisfied immediately if feasible to do so. Routine requests include, but are not limited to, meeting minutes (both in draft and final form), budgets, salary information, personnel rosters, etc.

All requests for public records must be acknowledged in writing by the public office within one business day following the office's receipt of the request. If a request is voluminous or will require research, the acknowledgement should include the following:

- An estimated number of business days it will take to satisfy the request.
- An estimated cost if copies are requested.
- Any items within the request that may be exempt from disclosure.

Any denial of public records requested must include an explanation, including legal authority, and the Prosecutor's Office should be consulted prior to denying any request. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the rest released. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority.

Costs for Public Records

Those seeking public records may be charged only the actual costs of making copies. The charge for paper copies is \$0.05 per page or the amount required by law. The charge for downloaded computer files to a compact disc is \$1.00 per disk or the amount required by law. There is no charge for documents e-mailed. Requestors may ask that documents be mailed to them. They will be charged the actual cost of postage and mailing supplies, in addition to the charges set under the costs for public records section. Charges may be waived for efficiency purposes.

E-mail

Documents in electronic mail format are records as defined by the Ohio Revised Code when their content relates to the business of the Office.

Failure to Respond to a Public Records Request

The Fairfield County Commissioners Office recognizes the legal and non-legal consequences of failure to properly respond to a public records request.

ARTICLE 2: MANAGEMENT PRACTICES AND RIGHTS

SECTION: 2:1

SUBJECT: MANAGEMENT RIGHTS

The Appointing Authorities of Fairfield County reserve the rights which are afforded them by virtue of their capacity and authority under the Ohio Revised Code, together with all such other rights of management which are inherent by custom to his position. Each Appointing Authority appoints, employs, promotes, fixes the compensation for, and otherwise regulates the employment of all employees under their jurisdiction and control.

Specifically, management rights include, but are not limited to the following:

1. The right to generally manage through the implementation, enforcement, amendment, deletion, or revision of policies, procedures, rules, regulations and directives.
2. The right to control the efficiency of operations through organization of work methods or procedures; layoff or recall of employees due to operational or financial needs; and improvement in work methods, equipment, machinery and facilities.
3. The right to direct the work force through the determination of its size and number; the number of shifts required; the work schedules and hours of employment; the necessity for overtime and the amount, if required; the selection, retention, and assignment of all employees based upon

qualifications and departmental functions and duties, and disciplining them as required, including suspension, termination, or reduction in pay or position; and promoting, and transferring employees as needed pursuant to established policy.

4. The right to effectively, efficiently, and economically manage their offices and/or departments determining acceptable standards of conduct and performances; the methods, means, equipment, materials, and processes for the accomplishment of work; the department's goals, objectives, programs, services, and work to be performed, and to utilize personnel in a manner to meet these purposes and improve productivity.
5. The right to determine when an emergency exists, and implement actions and assignments deemed advisable and necessary to effectively and efficiently respond to such emergency situations.
6. The right to exercise complete control and discretion over the budget.

SECTION: 2:2

SUBJECT: RECRUITMENT AND HIRING

Employment in Fairfield County is employment in a public agency and subject to the laws of Ohio, including, but not limited to Chapter 124 of the Ohio Revised Code. The types of employment available include the following:

1. Full-time (permanent). A full-time employee is an employee whose regular hours of service for the County is based on thirty-five (35) or more hours in a work week and whose appointment is not for a limited period of time. An employee must work at least thirty-five (35) hours in a work week to be considered full-time.
2. Part-time (permanent). A part-time employee is an employee whose regular hours of service for the County total less than thirty-five (35) in a work week, and whose hours of service total at least five hundred twenty (520) hours annually.
3. Intermittent. An intermittent employee is an employee who works an irregular schedule determined by the demands of the Appointing Authority and only as needed. An intermittent employee shall not work more than one thousand (1000) hours per year.
4. Temporary. A temporary employee is an employee who is hired to work a particular, limited period of time, and whose hours of work could be full or part-time during this period but not in excess of six months.
5. Seasonal. A seasonal employee is an employee who works a certain regular season or period of the year performing some work or activity limited to that season or period.

In the event the Appointing Authority determines that a vacancy exists in a classified position and the Appointing Authority intends to fill the vacancy, the following procedures shall be followed. For vacancies other than entry level positions, a notice of such position opening may be posted for a defined period of time, generally at least five (5) working days. The notice shall include the date of posting as well as the date the notice expires, the classification title, rate of pay, department, and the area of vacancy, and a brief description. The Appointing Authority may also elect to fill the position by promotion of an existing employee. The Appointing Authority reserves the right to select a candidate from the applications submitted internally, from the general public, or by promotion of an existing employee.

The Appointing Authority will make reasonable accommodations for any qualified applicant or employment with a known disability to ensure equal opportunity and consideration in the application process.

Any person interested in applying for a position vacancy must timely complete a written application as to skills, abilities, knowledge, experience, and other information relevant to the position being applied for, and which must be given to the Authority by the date specified.

Any employee may apply for a posted position vacancy provided he or she possesses the requisite minimum qualifications and is not serving a probation period. Criteria used in evaluating an applicant's qualifications may include such considerations as past performance, the results of pre-employment skills test, aptitude, attendance records, education, training, prior work history, physical and mental fitness for the position, and length of service with Fairfield County, Ohio and/or any other job-related criteria.

The Appointing Authority retains the sole right to determine the qualifications desired for a position vacancy, to determine the weight attributed to each employment criteria, and to evaluate the relative qualifications of applicants. Applicants shall be evaluated according to how well their qualifications meet the requirements of the position including prior work experience/performance. Not all applicants will be chosen for the interview. The Appointing Authority further reserves the right not to fill or report a vacancy if he determines that no applicant possesses the desired qualifications.

SECTION: 2:3

SUBJECT: PREREQUISITES FOR INITIAL AND CONTINUED EMPLOYMENT

An applicant for employment must timely, accurately, and correctly complete an employment application. Falsification or omission of requested information by the applicant shall be cause for denial of employment, or termination from employment, if discovered after the applicant has been hired. Evidence of immoral character, conviction of a felony, or other unsavory conduct unbecoming a public servant of Fairfield County, or posing a threat to the legitimate business concerns of the Appointing Authority shall also be cause for denial of or termination from the employment; however, prior criminal conviction shall only be a bar to employment if such convictions bear a direct and substantial relationship to the position. Applicants for employment may be required to submit to one or more job-related screening procedures including reference checks, interviews, background checks, job samples, or skill tests, etc.

Also, prior to actual employment, employees in certain classifications who have been extended a conditional offer of employment may be required to undergo a medical examination, including drug testing, at the Appointing Authority's expense in order to ensure that they are capable of performing the duties and responsibilities of the position to be assumed.

However, the Appointing Authority shall make reasonable accommodations to the known physical or mental limitations of a qualified applicant or employee with a disability unless such accommodations would impose an undue hardship on the operations of such Appointing Authority.

All employees and applicants must be able to perform the essential functions of the position, with or without reasonable accommodation. In addition, the Appointing Authority, at its own expense, may require a current employee at any time to take a medical examination conducted by a licensed physician to be selected by the Appointing Authority, if they have any reason to believe the employee is no longer capable of performing the essential duties and responsibilities of his or her position.

Prospective employees in certain classifications may further be required to demonstrate their knowledge or perform certain tests of skill in order to further ascertain such prospective employee's fitness for the position. In the event that a position requires educational degrees, licensure or other certification, the

applicant must furnish certified copies of such documents to the Appointing Authority which must be appropriately maintained in good standing if the applicant is subsequently hired.

Upon hire and annually thereafter, Fairfield County employees are to participate in various educational and training sessions as deemed necessary by their appointing authorities. All county employees are required to take an ethics training, cybersecurity training, and unlawful harassment training each year. Each appointing authority shall be responsible for providing these required trainings to new and existing employees in conjunction with Fairfield County Human Resources.

SECTION: 2:4
SUBJECT: SENIORITY

Seniority is defined for purpose of layoff as the uninterrupted length of continuous service with a state agency, board, commission, county office, or a state-supported college or university. Service time may be transferred from agency to agency without loss of seniority provided there is no break in service of more than thirty (30) days. If an employee is terminated from employment for any reason other than layoff, a break in service and seniority occurs. If the employee is “reinstated” within one (1) year of his termination however, continuous service is not deemed to be broken and seniority credit is given for prior service. An employee who is reinstated within one (1) year of the date of layoff retains previously accumulated seniority but receives no seniority credit for time spent while on layoff.

Seniority for the purposes of vacation is calculated according to the number of years of service with the County or any political subdivision of the State of Ohio. The service need not be continuous. The employee should report the prior service to the Appointing Authority within ninety (90) days of beginning employment with the County.

For all other purposes, seniority shall be defined as the uninterrupted length of continuous service with Fairfield County, Ohio. An authorized leave of absence does not constitute a break in service, and seniority continues to accumulate.

SECTION: 2:5
SUBJECT: HOURS OF WORK AND OVERTIME

The County will establish the hours of work for all employees. Staff may be required to work days, evenings, nights and/or weekends due to operational needs. Additionally, the County may alter schedules, days off and shifts based upon operational needs. Unless prohibited due to operational needs, the County will meet in advance with employees and give at least two weeks advance notice for significant shift and schedule changes.

Due to federal regulations, employees who are not exempt from the overtime provisions of the Fair Labor Standards Act (“FLSA”) are prohibited from signing in or beginning work before their scheduled starting time, or signing out/stopping work past their scheduled quitting time except with supervisory approval or in emergency situations. All employees scheduled for a minimum eight (8) hours per day shall be offered an unpaid lunch period, of which the length and time of day to be taken shall be dependent upon an employee’s responsibilities and day-to-day assignments. Additionally, non-exempt employees who receive an unpaid lunch period are prohibited from working during their lunch period except with supervisory approval or in emergency situations. Non-exempt employees who work outside their regularly scheduled hours in contravention of this rule shall be paid for all hours actually worked, but may be disciplined accordingly.

Failure to properly sign in or out as required, misrepresenting time worked, altering any time record, or allowing a time record to be altered by others will result in disciplinary action.

Generally, employees not exempt from the overtime provisions of the FLSA shall be compensated for overtime for all hours actually worked in excess of forty in any one work week, regardless of the employee's regularly scheduled work day. Sick leave, vacation leave, personal days, compensatory time, holidays and other paid and unpaid leaves shall not be considered hours worked for purposes of overtime compensation. Overtime shall be compensated at a rate of one and one-half times the employee's regular rate of pay for actual overtime worked. Appointing Authorities may establish policies for payment of on-call rates of pay for employees required to work during emergency situations.

The County may mandate overtime as a condition of continued employment. Supervisors shall attempt to distribute overtime as equally as practicable among qualified employees within those classifications in which overtime is required. An employee who refuses to work a mandatory overtime assignment may be considered insubordinate and disciplined accordingly. Additionally, the County may authorize or require employees to work a flexible schedule in a work week. For overtime eligible employees, a flexible schedule must occur within a single forty-hour work week.

A partial overtime exemption, or differing work schedule, may apply to certain employees, such as safety forces.

Overtime Exempt Employees

Employees who are exempt from the overtime provisions of the FLSA are not eligible for overtime payment. The appropriate appointing authority shall determine if an employee is exempt from overtime requirements for purposes of the FLSA. Such exemptions may include employees whose job duties are executive, administrative or professional in nature. At the discretion of the appointing authority, exempt employees may be required to keep track of, and report, their hours without destroying their exempt status.

Compensatory Time – Non-Exempt Employees Only

Non-exempt employees: At the discretion of the Appointing Authority, certain non-exempt employees may be permitted to take compensatory time-off in lieu of overtime payment. Compensatory time, like overtime, shall accrue at a rate of at one and one-half times the hours actually worked and, for non-safety forces, applies only to hours actually worked in excess of forty (40) in any one work week. For employees of a Job and Family Services, compensatory time must be used within one hundred eighty (180) days of its accrual. For all other County employees, compensatory time must be used within three hundred sixty-five (365) days of its accrual. Compensatory time will be used on a first-in, first-out basis. Compensatory time not used within the requisite time period will be paid out.

Non-safety force employees may not exceed the maximum accrual cap of two hundred forty (240) hours. Safety forces employees may not exceed the maximum accrual cap of four hundred eighty (480) hours.

The appointing authority may, at its sole discretion, require an employee to use his compensatory time prior to the employee reaching the one hundred eighty (180) or three hundred sixty-five (365) day accrual limit. Additionally, the Appointing Authority may choose to pay out an employee's compensatory time. If an employee's compensatory time is paid out, the employee shall receive payment at the employee's regular rate of pay at the time of payment.

FLSA Statement

The County intends to comply with all FLSA provisions. Improper deductions that are not in accordance with the FLSA are prohibited. Additionally, improperly classifying individuals as “exempt” from overtime is prohibited. Any deduction that is subsequently determined to be improper, or any exemption status later found to be improper, shall be reimbursed. Any employee who believes that he has had an improper deduction from his salary, or who believes he has been improperly classified under the FLSA, shall submit a complaint in writing to Human Resources (740-652-7895). The Human Resources Director will investigate and see that a written response is provided in a timely manner to ensure a good faith effort to comply with the FLSA.

SECTION: 2:6

SUBJECT: LACTATION BREAKS

All employees that have recently given birth shall be allowed reasonable break time in order to express breast milk for her feeding child each time the employee has a need to express milk, for up to one year after the child's birth. The employee will be provided appropriate space, other than a bathroom, that is shielded from view and free from intrusion from co-workers and members of the public, to be used by the employee for expressing milk. Lactation breaks under this policy should, to the extent possible, run concurrently with any other break time available to the employee. To the extent additional time is needed, such additional time shall be unpaid.

SECTION: 2:7

SUBJECT: WORK ASSIGNMENTS

Employees shall be expected to fully, dutifully, and conscientiously perform those tasks as assigned to them. Employees may be expected, from time to time, as required, to complete job assignments which are typically not performed by them or contained in their job description. No employee can refuse a job assignment unless it would place him in an imminently harmful or life-threatening situation. If an employee objects to an assignment, he should complete the assignment first, and then file a complaint. Each Appointing Authority reserves the right to hire and assign work to student, temporary, casual, intermittent, and/or seasonal employees.

SECTION: 2:8

SUBJECT: WORKPLACE SAFETY

Each Appointing Authority shall attempt to provide safe and healthy working conditions for its employees as is consistent with its resources and/or applicable law. In order to assist the County in this goal, it is necessary for all employees to follow appropriate and accepted safety work rules and to be observant as to potential work environment hazards or unsafe conditions.

In the event that an employee identifies a hazardous or unsafe condition within the work place, the condition shall be reported by the employee to the Appointing Authority as soon as possible after its discovery. The Appointing Authority will review and evaluate the condition and take appropriate corrective measures if necessary.

In the event that an employee is injured during the course of employment, the incident shall be reported to the Appointing Authority or appropriate supervisor immediately. The employee shall execute a written

statement as to the facts and circumstances surrounding the accident as soon as possible. When a work-related injury is reported to the Appointing Authority, Fairfield County will fully investigate the cause and identify appropriate corrective measures. Fairfield County will also ensure that any work-related injury receives prompt and appropriate medical treatment, including an employee recovery plan that will enable the employee to safely return to work as soon as possible. The supervisor is to notify Human Resources of the accident immediately.

If the employee requires medical attention, an “Incident Reporting Packet” should be sent with the employee to provide to the medical provider at the time treatment is initially sought. If due to the nature of the injury or other compelling circumstances it is not practical to send the Incident Reporting Packet to the medical provider with the injured employee at the time treatment is initially provided, then subsequent thereto it is the employee’s responsibility to deliver the Incident Reporting Packet to the medical provider as soon as possible after the initial treatment has been rendered. All applicable forms in the packet must be completed and submitted to Human Resources. If medical attention is not required, an “Employee Report of Incident or Injury” form must be completed and submitted to Human Resources.

If an employee is physically unable to complete the balance of the work day as a result of an accident, he or she shall be placed on sick leave for the remainder of the day. Further absence may require the employee to apply for additional sick leave, vacation, or Workers’ Compensation (whichever is applicable). Section 4:13 speaks specifically to Workers’ Compensation injuries.

Employees who are operating a commercial motor vehicle while involved in an accident shall be required to immediately submit to a drug and alcohol test if there is a fatality to any individual involved in the accident, or the employee receives a citation for a moving violation and someone involved in the accident receives medical treatment away from the scene, and/or one of the vehicles sustains disabling damage. Drug and/or alcohol testing may also be administered in accordance with the County’s policy on alcohol and drug abuse.

SECTION: 2:9
SUBJECT: CLASSIFICATION PLAN

A classification plan based upon the duties and responsibilities of positions shall be maintained by the Appointing Authority. The plan shall include classification specifications consisting of a classification title, nature of work, essential functions, minimum qualifications, and other job-related characteristics. The Appointing Authority shall, as needed, review the duties and responsibilities of positions and make necessary adjustments or revisions to the classification plan.

SECTION: 2:10
SUBJECT: LAYOFF AND RECALL

If it becomes necessary to reduce staffing levels, the Appointing Authority shall lay off employees in accordance with the rules promulgated by the Director of the Department of Administrative Services. Layoffs shall only occur when one of the following reasons can be determined:

1. Lack of work
2. Lack of funds
3. Abolishment of positions for reasons of:
 - a. Reorganization for the efficient operation of the appointing authority;

- b. For reasons of economy; or
- c. For lack of work.

When it is demonstrated that there is reason to reduce staffing levels, the Appointing Authority shall determine the number of positions and the classifications in which layoffs will occur. The Appointing Authority shall also prepare an order of layoff and the displacement and recall of laid-off employees. The order shall be based on length of service. For purposes of layoffs, length of service shall be the employee's continuous service. Continuous service includes service with other appointing authorities as long as there is no break in service. Such lists shall be posted in a conspicuous location, for employee inspection, at the time layoff notices are delivered. The Appointing Authority shall otherwise comply with the requirements of the O.R.C. and O.A.C.

The Appointing Authority may implement a paper layoff process by which all layoffs and displacements may be effectuated on paper prior to the actual effective date. This process shall provide all affected employees the opportunity to exercise their displacement rights prior to the actual implementation of the actual layoffs. Once employees have been notified of the layoffs and have exercised their displacement rights, if any, all layoffs may become effective on the same date in accordance with law.

SECTION: 2:11

SUBJECT: TRAVEL, AND EXPENSE REIMBURSEMENT

An employee may be reimbursed for mileage at the established applicable rate per mile for the use of privately-owned automobiles for County business, provided sufficient funds are available, and a written request is submitted in advance indicating the reasons for the travel. However, such reimbursement may be made only if the employee carries motor vehicle liability insurance as required by law.

An employee must file an itemized expense report within thirty (30) days of returning to work showing the purpose, benefit to the County, and the origin and destination of each trip in sufficient detail for the mileage claimed.

Mileage is payable to only one of two or more employees traveling on the same trip and in the same vehicle. The names of each such person must be listed on the travel voucher. Charges for parking are reimbursable on any day when an employee is entitled to claim reimbursement for mileage.

Only "ordinary and necessary" business expenses for travel (including, for example, reimbursement for meals and lodging) may be reimbursed to the employee who incurred them without that employee paying income tax on the amount of the reimbursement. The Appointing Authority may approve additional expenditures beyond the limits if there is a justified, estimate approved prior to travel to metropolitan areas. Grant term and conditions must still be met. Ordinary and necessary business expenses should be submitted on an itemized expense report as soon as possible and within 30 days.

In order for meal reimbursements to NOT be taxable income to the employee the expenses must have been incurred in connection with overnight travel away from home.

Reimbursement for ordinary and necessary expenses must be "substantiated" through detailed, itemized, and dated receipts.

Reimbursement is authorized in accordance with the current limits established by the County Commissioners. Such limits may be changed from time-to-time. Meal costs which exceed the current limits will be reimbursed if the meal is an integral part of a meeting or conference. Proof of attendance shall be attached to the employee's request for reimbursement.

If meal charges occur during an overnight stay, meal reimbursement for employees shall be the actual cost of the meal up to a maximum of \$15.00 for a meal occurring any time after midnight but no later than 11:00 a.m., \$25.00 for a meal occurring anytime from 11:00 a.m. to 4:00 p.m., and \$35.00 for a meal occurring anytime from 4:00 p.m. to midnight. Only one meal per stated time period will be reimbursed. If meals are included in the registration fee, employees will not be reimbursed for an "outside" meal unless exigent circumstances can be demonstrated. If meals are not incurred in connection with an overnight stay, the reimbursement will be counted as income and the employee is responsible for paying income tax on the amount of the reimbursement. Reimbursement of meal gratuities is authorized at the actual expense but not to exceed 20% of the actual meal expense and must be evidenced in the meal receipt. The amount of gratuity shall count against the applicable meal reimbursement rate.

Personal expenses incurred in traveling are not reimbursable, including but not limited to personal telephone calls, laundry, entertainment and alcoholic beverages.

CREDIT & VENDOR CARDS

Employees who are issued a County credit card may only use it for work related purposes. No employee may use a County credit card for personal use.

General Rules Applicable to all Cards

1. Two forms must be completed in order to be in compliance with County policy on Credit Cards/Vendor (company specific) cards: 1.) Credit Card Key Department Contact Agreement, and 2.) Credit Cardholder User Agreement. Both forms are on the Fairfield County Intranet under Auditor's Office forms, or by calling the Auditor's Office Finance Department at 681-5509.
2. An appointing authority must designate a key department contact that will review, reconcile, approve, insure sufficient funding is available, and match supporting documentation to the vendor's billing statement. The key department contact will also be the primary contact person with the vendor and receive the monthly billing statements addressed to them directly. The contact person will work directly with the vendor to resolve erroneous charges, disputed items, and in tracking credits. The purchaser(s) will provide the invoices to the key department contact in sufficient line item detail and notes to determine the business purpose of the transaction. The key department contact will forward the statement and supporting documentation for payment, in the prescribed time frame to pay the vendor without late fees or interest charged. Most typically, the key department contact will be the person with an established relationship with the Auditor's Office in paying bills.
3. The key department contact will notify the Auditor's Office of all credit cards taken out and in circulation, along with the authorized user(s) of the card. Any cards issued in the name of the department and available for multiple users must be stored in a secure area with limited access.
4. Misuse of the card will result in revocation and the County will seek restitution for any inappropriate charges. The department/employee must accept responsibility for protection and proper usage of the card for work-related purposes only. All transactions must be for a proper public purpose.

5. Every effort should be made when establishing vendor accounts to insure the County is treated as tax-exempt, as well by purchasers at the actual point of sale.
6. If an individual cardholder is terminating from the department, the card must be returned to the key department contact which will then cancel the account and destroy the card.

Credit Cards

Credit cards such as (Visa, MasterCard, and Discover, etc.) are governed by ORC 301.27, require Board of Commissioner approval, are for very specific and limited categories of work-related expenses listed below, and do not permit late fees or finance charges as allowable expenses, unless authorized by Board of Commissioners. Allowable expenses include:

1. Food expenses
2. Transportation expenses
3. Gasoline and oil expenses
4. Motor vehicle repair and maintenance expenses
5. Telephone expenses
6. Lodging expenses
7. Internet service provider expenses
8. In the case of a public children services agency, expenses for purchases for children for whom the agency is providing temporary emergency care pursuant to section 5153.16 of the Revised Code, children in the temporary or permanent custody of the agency, and children in a planned permanent living arrangement.
9. Webinar expenses
10. The expenses for purchases of automatic or electronic data processing or record-keeping equipment, software, or services, provided that, in a county that has established an automatic data processing board, the county office and the county officer or employee authorized to use the credit card comply with sections 307.84 to 307.847 of the Revised Code. The expenses paid by a credit card under division (B)(1)(j) of this section shall not exceed ten thousand dollars per quarter, unless the board of county commissioners adopts a resolution approving the payment by credit card of such expenses that exceed that amount during that time period.

NOTE: Use of a county credit card for any use other than permitted above is a violation of ORC 2913.21.

Under no circumstances shall the “cash back” or “cash withdrawal” option be used and alcohol, entertainment, personal services expenditures are strictly prohibited.

Vendor (company specific) Cards

An appointing authority may authorize employees to make small purchases with a Vendor card (used only with a specific company) for administrative convenience. An appointing authority will establish reasonable dollar limits by transaction or period of time with each vendor according to need, minimizing the County liability and exposure to misuse. Cards are not to be used to circumvent the bidding process. No card may ever be used for cash advances.

Cards may be issued in the name of the department allowing multiple employees to sign out, or in the name of a specific individual. In both cases, safekeeping of the card, and usage limited to an authorized individual(s) is paramount. Any items ordered must be shipped to a Fairfield County work location, as

shipments to home addresses are never allowed. All charges are to be paid in the current billing period avoiding any late fees or interest charges. Employees may not use frequent flyer miles earned for County travel for personal use.

SECTION: 2:12
SUBJECT: EDUCATION

In order to improve the quality of service to the residents of the County, it is occasionally beneficial to permit employees to participate in professional development activities including meetings, seminars, courses, workshops and/or conferences. As such, authorization with or without pay may be authorized for such purposes provided a request is submitted in writing at least one (1) week in advance. Continuing education (beyond college or university education) is valued at Fairfield County. Most departments offer some form of continuing education for employees. If a department required additional resources for continuing education, the department head or appointing authority should justify and evaluate the request and present it.

Section 4:12 details the tuition reimbursement policy of the county.

SECTION: 2:13
SUBJECT: PERSONNEL RECORDS

Personnel records shall be maintained on all employees by the Appointing Authority. Such records may include information such as application for employment, letters of reference, performance evaluations, disciplinary actions or letters of commendation, and miscellaneous personnel forms and records. Medical records shall not be maintained in the employee's personnel file. Such records shall be kept in a medical file on separate forms, in separate medical files in compliance with the Americans with Disabilities Act.

Any employee may examine his or her personnel file by giving at least twenty-four (24) hours advance notice to the Appointing Authority. Such examination shall be made on non-work time or at some other mutually agreeable time. Confidential information as defined in Section 149.43 of the Ohio Revised Code shall not be released from the employee's personnel file unless specifically authorized by such employee in writing. This includes an employee's social security number.

When a public records request is made for an employee's records, the County will attempt to inform the employee of the request in advance of the release of records. The County will make reasonable efforts to redact personal information, and other non- public information, from the files before release. Notifying the employee of the impending release of neither the requested information nor the employee's objection to such request shall constitute grounds for an unreasonable delay in responding to or releasing the records pursuant to an appropriate request. Employees are responsible for taking prompt and timely legal action at their own cost and expense in the event they wish to prohibit release of the requested documents to the requesting individual or entity.

Employees must notify the Appointing Authority as soon as practicable of any changes in name, address, home telephone number, marital status, citizenship, tax exemptions, affiliation with any branch of the armed forces, or loss of licensure or insurability, if applicable.

Personnel records may only be destroyed in accordance with the County's records retention schedule.

SECTION: 2:14

SUBJECT: CONFIDENTIALITY AND LIMITATIONS ON USE OF MEDICAL INFORMATION

State and federal law imposes strict limitations on the use of medical examinations, medical information and medical related inquiries of employees. All medical information obtained from medical examinations and inquiries shall be collected and maintained on separate forms, in separate medical files, and shall further be treated as a confidential medical record. Medical-related material shall not be placed in an employee's personnel file. The Appointing Authority of the County shall take steps to guarantee the security of the employee's medical information, including:

1. Keeping the information in a medical file in a separate, locked cabinet, apart from the location of personnel files.
2. Designating a specific person or persons to have access to the medical file.

All medical related information shall be kept confidential, with the following exceptions:

1. Supervisors and managers may be informed about necessary restrictions on the work or duties of an employee and necessary accommodations.
2. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment, or if any specific procedures are needed in the case of fire or other evacuations.
3. Government officials investigating compliance with the ADA and other federal and state laws prohibiting discrimination on the basis of disability or handicap shall be provided relevant information on request. (Other federal laws and regulations also may require disclosure of relevant medical information.)
4. Relevant information may be provided to state Workers' Compensation offices in accordance with state Workers' Compensation laws.
5. Relevant information may be provided to insurance companies where the company requires a medical examination to provide health or life insurance for employees.
6. Where authorized or required by law.

SECTION: 2:15

SUBJECT: WEATHER EMERGENCY/CLOSURE OF FACILITIES

The Board of Commissioners has the authority to declare early release of staff or full-day closure of buildings due to emergency conditions. Where practicable, remote operations will continue during a building closure and employees may work remotely. In the event an emergency is declared, the following policies and procedures are in effect and should remote work not be available, time should be charged as outlined.

Early Closing - If the Board of County Commissioners announces an early closing of County buildings, each elected official will be notified of the decision and the time it is to be implemented. In the event of an early closing time, employees sent home will be paid for the balance of their shift. Employees who call in sick, vacation, or compensatory time that morning, will be charged with a full day sick, vacation, or compensatory time, whichever was stated when they called in. Employees who called in to report their inability to get to work because of hazardous conditions will be permitted to use a full day of vacation or compensatory time.

Full Day Closing - In the event the Board of County Commissioners decides to close a building(s) for a complete day, an announcement will be made as soon as practical via the Employee Notification System. This system will call, text, and/or email employees based upon the information employees have entered in the employee information portal. That announcement will indicate agency and building status. Employees who are on a previously scheduled sick, vacation or compensatory leave day will be charged a full day of sick, vacation, or compensatory leave, whichever was previously scheduled.

Employees shall make every effort to report to work, unless instructed to do otherwise. Those employees who arrive late will not be penalized.

SECTION: 2:16
SUBJECT: PERFORMANCE EVALUATIONS

The job performance of County employees may be evaluated during an employee's initial or promotional probationary period. The first probationary evaluation will normally be conducted on or about the employee's completion of ninety (90) calendar days of employment, with the second evaluation being completed within two (2) weeks prior to the end of the employee's probationary period. Employees who are not serving a probationary period shall have their performance reviewed at least annually, but may be conducted more frequently if deemed necessary.

The primary purpose of a performance evaluation is to review each employee's performance in relation to established expectations and standards of conduct and performance during a specified period. Specifically, performance evaluations are intended to identify the strengths of an employee's performance and areas where improvement can or should be made. Performance evaluations should also encourage better communication between the employee and supervisor and improve employee's understanding of the Appointing Authority's expectations of him or her. Finally, evaluations may be used in considering potential candidates for promotion, determining the need for employee terminations, and in determining the sequence of employees to be laid off when such action is necessary.

SECTION: 2:17
SUBJECT: REMOTE WORK

Remote work allows employees, when appropriate, to work at home or another location for all or part of their workweek. This flexible work option is possible when both the employee and the job/work are suited to such an arrangement. Remote work may be suitable for some positions but not all. Remote work is neither an entitlement nor a benefit, and in no way changes the terms and conditions of employment with Fairfield County or its appointing authorities. All remote work assignments shall be made on a case-by-case basis, focusing first on operational need.

Remote work may be granted in the following forms:

- Full-time
- Part-time (a blend of in and out-of-office hours)
- Short-term projects
- On travel days
- As necessary for emergency situations such as a natural disaster, pandemic, fire, etc.

Appointing authorities must approve all remote work assignments prior to remote work being commenced. Remote work assignments may be discontinued at any time by an appointing authority. While effort may be made to provide the employee with notice, an appointing authority may terminate a remote work assignment without notice or cause.

ELIGIBILITY:

Remote work is an alternative method of meeting operational need and is subject to the discretionary approval of an appointing authority and may be revoked at any time. Some positions by their nature require an employee to be in the office full-time and are designated as such by the appointing authority. These positions will not be eligible for remote work. Other positions will be evaluated based on position, current need and

circumstances, and the productivity and work habits of the individual employee. There should be no expectation that remote work will be ongoing. The supervisor and employee will review the suitability of a remote work assignment and then submit the plan to the appointing authority.

Remote Work Agreement. An employee must complete and sign a Remote Work Agreement and have it signed by their department director prior to the commencement of a remote work assignment. Remote Work Agreement templates may be obtained from Human Resources.

ARTICLE 3: EMPLOYEE CONDUCT AND RIGHTS

SECTION: 3:1

SUBJECT: PROBATIONARY PERIOD

Newly hired or newly promoted employees shall be required to successfully complete a one hundred and eighty (180) calendar day probationary period. Each appointing authority may establish a probationary period in excess of one hundred eighty (180) days in accordance with law. No probationary period may exceed one (1) year. The probationary period allows the Appointing Authority to closely observe and evaluate the employee's fitness and suitability for the position. Only those employees who demonstrate to the Appointing Authority and acceptable standard of conduct and performance shall be retained in their positions. Such employees shall be formally or informally evaluated on or about their completion of ninety (90) days of the probationary period and upon completion of one hundred and eighty (180) days if not terminated prior thereto.

If, at any time during the initial probationary period, a newly hired employee's service is determined to be such that it does not merit further employment, he or she may be terminated. Time spent on inactive pay status or non-paid leave of absence shall not be counted toward the completion of the probationary period.

Employees working irregular schedules and intermittent employees shall have their one hundred and eighty (180) day probationary period based upon the completion of one thousand forty (1040) hours in active pay status.

The failure of an employee to complete a promotional probationary period due to unsatisfactory performance shall result in the returning of the employee to his or her same or similar position prior to the promotion at the former rate of pay.

A newly hired probationary employee is not entitled to a wage increase during his or her probationary period.

A newly hired or newly promoted employee who has completed their probationary period by November 30 shall be eligible for any annual merit increase.

A newly hired or newly promoted employee who begin their probationary period after July 1st may be eligible for a merit increase at the successful completion of their probationary period, and thereafter may be eligible on the regular yearly schedule.

SECTION: 3:2

SUBJECT: PUBLIC EMPLOYEES ETHICS/CONFLICT OF INTEREST

In order to maintain the integrity and confidence that the public has in Fairfield County government offices and departments, it is essential that employees of each Appointing Authority not use their positions for personal gain. In order to achieve this goal, all employees must act in an ethical manner and avoid conflicts of interest. Upon hire, employees are provided copies of Chapter 102 and Section 2921.42 of the Ohio Revised Code. Employees acknowledge receipt of these documents in writing.

Ohio law prohibits public officials, including employees, from using their authority, influence or position to benefit a member of his/her family or any business associate. This restriction includes all public contracts; including employment with the County, investment of public funds and other business relations with the County unless one of the exceptions set forth in the Ohio Revised Code apply to the specific circumstances. In addition, no employee may directly supervise a member of his/her family nor approve any time sheet or payroll related item for a family member.

No employee shall use his or her official position for personal gain, participate directly or indirectly in any activity which is in conflict with his or her official duties, or disclose confidential information regarding the business of the County to any private concern for his or her personal benefit.

No employee shall represent, have an interest in, or be employed by a private interest with which the County does business or act as an agent for or render services on behalf of any private interest where such activities would be incompatible with the duties and responsibilities of such employee.

No employee shall solicit or accept for their personal use anything of economic value from any individual or entity engaged in business with the county.

Any employee found to be in violation of this section shall be subject to possible disciplinary actions up to, and including, termination. Any employee who has a question as to whether or not his or her actions or activities are in violation of this section should direct such inquiry to the Appointing Authority.

SECTION: 3:3

SUBJECT: NEPOTISM

Hiring

The County will receive employment applications from relatives of current employees upon the submission of such application by such relative. However, the following four (4) situations shall prevent the County from hiring a relative of a current employee:

1. If one relative would have supervisory, budgetary, or disciplinary authority over another.
2. If one relative would audit the work of another.
3. If a conflict of interest exists between the relative and the employee or the relative and the County.
4. If the hiring of relatives could result in a conflict of interest.

Employment

Employees are not permitted to work in a position where their supervisor or anyone within his chain of command is a relative. If such a situation is created through promotion, transfer or marriage, one of the affected employees must be transferred or an accommodation acceptable to the County must be established. Termination of employment will be a last resort. If two employees marry, they will be subject to the same rules listed above as other relatives.

The provisions of O.R.C. §§ 102.03 and 2921.42 render it unlawful for public officials to use their influence to obtain a benefit, including a job for their relative. Any violation of these statutes may result in criminal prosecution and/or disciplinary action. For purposes of the section, the term “relative” shall include: spouse, fiancé, children, grandchildren, parents, grandparents, siblings, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, step-parents, step-children, step-siblings, a legal guardian or other person who stands in the place of a parent to the employee, and a person who shares the same residence as the employee.

SECTION: 3:4

SUBJECT: ABSENTEEISM AND TARDINESS

Employees who are unable to report for a regularly assigned work day shall be required to notify their Supervisor or other designated representative of such absence and the reason(s) thereof prior to the start of the scheduled shift, if possible but no later than fifteen (15) minutes after the start of the employee’s scheduled shift. Employees who do not properly give notice of or document their absence, are habitually tardy, are absent without leave, are using sick leave for improper reasons, use excessive amounts of sick leave or develop a pattern of use, shall be subject to disciplinary action and/or shall not be paid. If an employee is absent without leave or notification for three (3) or more days, he or she may be deemed by the Appointing Authority to have abandoned his or her position and shall be subject to termination from employment.

The Appointing Authority reserves the right to control employee attendance and absenteeism and promulgate any specific rules and regulations in furtherance of this objective. The Appointing Authority may investigate situations of suspected sick leave abuse. Each Appointing Authority may adopt rules and guidelines to implement and enforce this provision.

SECTION: 3:5

SUBJECT: OUTSIDE EMPLOYMENT

No employee shall have other outside employment which conflicts in any manner (including overtime requirements) with such employee’s ability to properly and efficiently perform his or her duties and responsibilities with the Appointing Authority. In addition, full-time employees are required to consider this employment with the County to be their “primary” occupation which shall take precedence over any other outside employment which such employees may have. This means that employees are expected to be at work and fit for duty when scheduled. Employees are prohibited from engaging in secondary employment while on sick leave, disability leave or family medical leave. Finally, employees are strictly prohibited from engaging in or conducting outside private business during scheduled working hours and are further prohibited from engaging in conduct which creates a potential or actual conflict of interest with their duties and responsibilities as a County employee.

SECTION: 3:6

SUBJECT: POLITICAL ACTIVITY

This policy lists examples of the specific political activities legally permitted and prohibited of all classified employees pursuant to O.R.C. §124.57, including classified employees on authorized leave of absence from their positions. Unclassified employees may participate in partisan political activities.

Activities Permitted of Classified Employees:

1. Registration and voting.
2. Expressing opinions, either orally or in writing.
3. Voluntary financial contributions to political candidates or organizations.
4. Circulating nonpartisan petitions or petitions stating views on legislation.
5. Attendance at political rallies.
6. Nominating petitions. Employees may sign nominating petitions in support of individuals.
7. Political materials. Employees may display political materials in the employee's home or on the employee's property.
8. Badges, buttons, and stickers. Employees may wear political badges or buttons (so long as doing so does not interfere with job safety) or display political stickers on private vehicles.
9. Serving as a precinct election official under O.R.C. §3501.22.

Activities Prohibited of Classified Employees:

1. Participating in a partisan election as a candidate for office
2. Participating in a nonpartisan election as a candidate for office if the nomination to candidacy was obtained in a partisan primary or through the circulation of nominating petitions identified with a political party.
3. Filing of petitions meeting statutory requirements for partisan candidacy to elective office.
4. Circulating official nominating petitions for any candidate participating in a partisan election.
5. Service in an elected or appointed office in any partisan political organization.
6. Accepting a party-sponsored appointment to any office normally filled by partisan election.
7. Campaigning by writing for publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success.
8. Soliciting, either directly or indirectly, any assessment, contribution, or subscription, either monetary or in-kind, for any political party or political candidate.
9. Soliciting the sale, or actual sale, of political party tickets.
10. Partisan activities at the election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues.
11. Service as a witness or challenger for any party or partisan committee.
12. Engaging in political caucuses of a partisan nature.
13. Participating in a political action committee which supports partisan activity.
14. Any employee having a question pertaining to whether specific conduct of a political nature is permissible should contact the Appointing Authority prior to engaging in such conduct.

SECTION: 3:7

SUBJECT: DISCIPLINARY PROCEDURE

Employees who have completed their probationary period and are in the classified civil services may only be disciplined for just cause. Disciplinary action normally will be imposed in a progressive manner with consideration given to the nature of the offense, prior disciplinary action, length of service, the position held by the employee, the employee's record of performance and conduct along with all other relevant considerations. Nothing in the policy shall be construed to limit the Appointing Authority's discretion to impose an appropriate level of discipline under the specific factual circumstances.

The County has the right to investigate all alleged disciplinary violations. Employees are required to

cooperate fully during investigations. Employees who are the subject of a formal investigation have the right to be accompanied, represented, and advised by an attorney. For all employees, the failure to respond, to respond truthfully, or to otherwise cooperate in an investigation, shall be considered insubordination and may result in termination. Employees involved in an investigation shall not discuss the facts of the investigation during the pendency of the investigation.

Employees may be disciplined for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, violation of a policy or a work rule, misfeasance, malfeasance, nonfeasance, conviction of a felony or any other reason set forth in O.R.C. §124.34. Examples of reasons for which disciplinary action may be taken include, but are not limited to, the following:

1. Failure to maintain appropriate work standards.
2. Failure to comply with the work rules, policies or instructions of a supervisor.
3. Abuse of sick leave or falsification of leave requests.
4. Failure to observe proper safety standards and rules.
5. Engaging in non-work-related activity while on duty.
6. Improper use of Employer's equipment or use of equipment for non-work-related purposes.
7. Failure to cooperate with other employees.
8. Sleeping while on duty.
9. Being in possession of, consuming, selling or being under the influence of alcohol or drugs while on duty.
10. Falsifying records and/or making false statements.
11. Performing private work while on duty.
12. Making or publishing of false, vicious or malicious statements concerning employees, supervisors, the Appointing Authority or their operations.
13. Use of abusive, profane or threatening language towards employees or the public.
14. Unauthorized political activity.
15. Conduct that impacts the employee's credibility and/or has a relationship to the employee's job and/or public perception.
16. Misuse or removal of County records or information without prior authorization.
17. Failure to cooperate in a disciplinary investigation.

Whenever the appointing authority believes that discipline of a classified employee in the form of a suspension, reduction or elimination of longevity pay, demotion or termination is possible, a pre-disciplinary conference shall be scheduled. At least forty-eight (48) hours prior to the pre-disciplinary conference, the appointing authority shall provide the employee with notice of the charges. At the pre-disciplinary conference, the employee may respond to the charges or have his chosen representative respond. A failure to attend the pre-disciplinary conference shall be deemed a waiver by the employee.

An appointing authority may place an employee on leave without pay for up to two months if the employee has been charged with a felony. If the employee does not plead to or is not found guilty of a felony, the appointing authority must reimburse the employee for back pay plus interest. A classified employee who is convicted of a felony immediately forfeits his status as a classified employee.

In lieu of termination, the appointing authority and the employee may enter into a last chance agreement. Such agreement shall be in writing and signed by the parties. A last chance agreement shall include all relevant terms. If the employee violates the agreement, the decision on the type of discipline to impose shall be at the sole discretion of the appointing authority. The only issue that the employee may appeal to the State Personnel Board of Review is whether the employee engaged in wrongful conduct within the meaning

of the agreement. Nothing in this section shall be construed to require the appointing authority to offer a last chance agreement.

SECTION: 3:8

SUBJECT: GRIEVANCE PROCEDURE

Misunderstandings and differences of policy, procedures and work rules may sometimes arise when employees are working together on a day-to-day basis. In order that employees have a formal process in which to have their problems and questions heard and appropriately resolved in a timely manner, the following grievance procedure is hereby established:

Step 1 - The grievant is encouraged to discuss the complaint giving rise to the grievance orally with his or her immediate supervisor in an attempt to resolve it. If the complaint is not resolved, a written grievance must be submitted to the grievant's immediate supervisor within five (5) working days from the date of the incident or occurrence giving rise to the grievance. The written grievance shall identify the name and position of the grievant, the date and time of the incident or occurrence, a statement of facts, and the remedy the grievant seeks. Within five (5) working days of receipt of the written grievance, the Supervisor shall provide an answer to the grievant and make further attempts to resolve the dispute.

Step 2 - If the grievance is not resolved in Step 1 to the grievant's satisfaction, the grievant may resubmit it within five (5) working days from the grievant's receipt of the Step 1 answer to the grievant's Department Head. The Department Head shall provide an answer to the grievant within ten (10) working days of receipt of the grievance.

Step 3 - If the grievance is not resolved in Step 2 to the grievant's satisfaction, the grieving may resubmit it within five (5) working days from the grievant's receipt of the Step 2 answer to the Appointing Authority or their designated representative. The Appointing Authority or designated representative shall investigate the grievance and/or meet with the grievant and provide an answer to the grievant within ten (10) working days of receipt of the grievance. Said answer shall be final and binding.

Grievances which arise as a result of actions of individuals at a certain level of the grievance procedure should be submitted directly to that step. For example, grievances relating to policies issued by the Appointing Authority should be submitted directly to Step 3.

The time limits in the grievance procedure may be extended only by mutual written agreement of the parties due to extenuating circumstances. A grievance shall be considered resolved if, at any point, the grievant withdraws his or her grievance in writing or fails to process the grievance within the specified time limits. Any grievance not answered by the Appointing Authority designee at any Step within designated time limits shall be considered to have been answered in the negative and may be taken to the next Step by the grievant in accordance with the procedures above.

SECTION: 3:9

SUBJECT: RESIGNATION AND REINSTATEMENT

In the event that an employee intends to resign, he or she should notify the Appointing Authority in writing at least two (2) weeks in advance of the effective date in order to assure continuity of operations and timely payment of any separation pay.

SECTION: 3:10**SUBJECT: CLASSIFIED AND UNCLASSIFIED STATUS**

All employees of the County are in the classified civil service unless they are directly responsible to the elected official and hold a fiduciary and/or administrative relationship to such elected official or are specifically exempted from the classified service in accordance with the appropriate procedures by the Authority or exempted by operation of law (refer to O.R.C Section 124.11). Those employees in the classified service are afforded certain rights and protections under civil service law, including the right to be disciplined only for just cause after completion of probation.

Employees of an Appointing Authority who are in the unclassified service serve at their pleasure and may be terminated for any non-discriminatory reason. Such unclassified employees do not have the right of appeal to the State Personnel Board of Review.

SECTION: 3:11**SUBJECT: MINIMUM QUALIFICATIONS**

It is the responsibility of employees to maintain the minimum qualifications of their classification as established by the Appointing Authority and/or mandated by State or Federal law. The Appointing Authority shall determine the qualifications and requirements for each classification. Employees failing to maintain the minimum qualifications of their classification or who do not comply with State or Federal requirements relevant to their position may be subject to either termination of employment or a reduction of position, if a vacancy exists in a classification for which the employee is qualified.

An employee who is reduced in position shall receive the rate of pay of the lower classification and may apply for his former position when a vacancy becomes available and the requirements of the position have been met. All employees are expected to make reasonable and diligent efforts to maintain the qualification of their current classification. The provisions of Section 2:10, Layoff and Recall, shall not be applicable to this section.

In the event that the minimum requirements and qualifications of a classification are changed by external law, it shall be the sole responsibility of the employee to meet such requirements and maintain such qualifications as prescribed by State and/or Federal law. The Appointing Authority has no obligation to create a vacancy for an employee failing to maintain the qualifications of his job.

SECTION: 3:12**SUBJECT: UNLAWFUL HARASSMENT AND DISCRIMINATION****Purpose**

It is the policy of Fairfield County to provide its employees an environment free of employee discrimination or harassment including sexual harassment. Discrimination and unlawful harassment are issues that can affect employees at all levels. Discrimination and unlawful harassment are inappropriate and illegal and will not be tolerated. Such behavior interferes with the well-being and productivity of the employee and the efficiency of our organization, negatively affecting morale, motivation and job performance. Fairfield County, in a commitment to eliminating this inappropriate behavior, has established the following policy. Employees shall not engage in any discriminatory or harassing behavior based on an individual's race, color, sex, religion, national origin, age, disability, ancestry, military status, or genetic information.

Legal Definition

Unlawful discrimination occurs when individuals are treated less favorably in their employment because of their race, color, religion, sex, national origin, age, ancestry, disability, genetic information, or military status. An employer may not discriminate against an individual with respect to the terms and conditions of employment, such as promotions, raises, and other job opportunities, based upon that individual's membership in one of the above-listed protected classifications.

Unlawful harassment is a form of employment discrimination. Harassment is unwelcome conduct that is based on race, color, religion, sex, national origin, age, ancestry, disability, genetic information, and/or military status. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Sexual harassment is one type of unlawful harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or, (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Harassment that is based on one of the other protected categories listed above is similarly unlawful and must be reported.

Any discrimination or harassment based on an individual's race, sex, national origin, age or disability, military status or genetic information will not be tolerated.

Behavior That Can Constitute Sexual or Unlawful Harassment

Sexual or unlawful harassment does not generally encompass conduct of a socially acceptable nature however, some conduct which is appropriate in a social setting may be inappropriate in the work place. Sexual harassment occurs when behavior of a sexual nature is directed toward an employee who finds that behavior unwelcome and offensive or the behavior fails to respect rights of others, is demeaning or lowers morale. Acquiescence in the behavior will not negate the existence of sexual or unlawful harassment.

"Unwelcome" does not mean involuntary. Prohibited conduct includes but is not limited to sexual comments, suggestions, jokes, leering, pats, squeezes or other similar contact, and posting of sexual pictures, cartoons, photos or other graphics.

Sexual or unlawful harassment may also extend beyond the confines of this organization. Conduct that occurs off duty and off premises against an employee of the County will also be subject to this policy.

For purposes of this policy some examples of sexual harassment or unlawful harassment include, but are not limited to:

1. Jokes and comments of a sexual or discriminatory nature whether directed at a particular individual or told within an apparently friendly group;
2. Any touching, leering, pursuing or other attention that is unwelcome whether by the person who is the focus of the attention or others within view;
3. Direct propositions of a sexual nature or pressure for sexual activity which is unwelcome;
4. Display of sexually oriented materials in a location where others can see it.

Acts such as these constitute sexual harassment or unlawful harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual;
3. Such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile or offensive working environment.

Complaints

Employees who feel they have been subject to discrimination, sexual harassment or unlawful harassment by an employee or other individual in any way affiliated with this organization, have witnessed discrimination or harassment or wish to raise questions or concerns shall immediately contact their supervisor, department head, the Appointing Authority or the County Prosecutor.

Although an employee is encouraged to confront an alleged harasser or discriminator, he or she also shall report any incidents to management. When a supervisor or department head is notified of alleged harassment or discrimination, he or she will immediately investigate the complaint. The investigation may include private interviews of the employee allegedly harassed or discriminated against, the employee allegedly committing the harassment or discrimination and any and all witnesses. Information will be kept as confidential as practicable, although confidentiality cannot be guaranteed. Determinations shall be made on a case-by-case basis. If the investigation reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment or discrimination and prevent its recurrence will be taken. All employees are required to cooperate in any investigation.

Retaliation

Anti-discrimination laws also prohibit retaliatory conduct against individuals who file a discrimination charge, testify, or participate in any way in an investigation, proceeding, or lawsuit under these laws; or who oppose employment practices that they reasonably believe discriminate against protected individuals, in violation of these laws. The law also prevents retaliatory conduct against individuals who are close personal friends or family members with an individual who engaged in protected conduct. The County and its supervisors and employees shall not in any way retaliate against an individual for filing a complaint, reporting harassment, participating in an investigation, or engaging in any other protected activity. Any employee who feels that he has been subjected to retaliatory conduct as a result of actions taken under this policy, or as a result of his relationship with an individual who took action under this policy, shall report such conduct to the supervisor, Department Head, Appointing Authority or County Prosecutor immediately. Any person found to have retaliated against an individual for engaging in activity protected by this policy will be subject to discipline. Disciplinary action for filing a false complaint is not a retaliatory act.

False Complaints

Although legitimate complaints made in good faith are strongly encouraged, false complaints or complaints made in bad faith will not be tolerated. Failure to prove sexual and/or unlawful harassment will not constitute a false complaint without further evidence of bad faith. False complaints are considered a violation of this policy and an employee who makes a false complaint may be subject to discipline.

Corrective Action

Sexual and unlawful harassment will not be tolerated. Sexual and unlawful harassment is considered to be failure of good behavior and conduct unbecoming. Disciplinary action will result and be reflective of the seriousness of the violation. If the investigation establishes that the accused employee engaged in sexual or unlawful harassment, discipline will be administered which may include removal.

Offenders will be disciplined without regard to their position or job performance. Any individual exhibiting discriminatory or harassing behavior towards an employee exercising a right under this policy will also be subject to discipline. Any employee who has knowledge of sexually harassing or unlawful harassing conduct that allows the conduct to go unaddressed will be subject to discipline.

Employees are responsible for:

1. adhering to this policy
2. discouraging sexual harassment or unlawful harassment
3. reporting any and all incidents to appropriate persons
4. cooperating in any investigation which might result
5. directing any questions to their supervisor or department head

NOTE: An employee who has questions or concerns regarding this policy should contact their supervisor.

SECTION: 3:13

SUBJECT: SMOKE AND TOBACCO FREE WORK ENVIRONMENT

There shall be no smoking or tobacco use in County facilities or vehicles. This includes the use of electronic cigarettes. The Appointing Authority recognizes that each employee has a right to smoke and may do so at designated outside locations. Employees will not, however, be allowed to lessen their total daily or weekly work time in order to smoke.

SECTION: 3:14

SUBJECT: ALCOHOLISM AND DRUG ABUSE

Drug-Free Workplace

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol, drug addiction or substance abuse problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to the time that the alcohol/drug addiction/substance abuse problem effects his/her performance or otherwise becomes known by the appointing authority will have his job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases in accordance with law. The County will reasonably accommodate a recovering employee's alcohol or drug addiction in accordance with federal and state law.

Treatment pursuant to this accommodation policy will not result in any special regulations, privileges, or exemptions from standard administrative procedures, practices, or policies including disciplinary action. The County may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their

misconduct or poor performance resulting from a drug or alcohol problem.

Fairfield County maintains a drug and alcohol-free workplace in order to eliminate the inherent risks and liability to the County, the affected employee, co-workers and the public. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substances are strictly prohibited during working hours at any location where employees are conducting County business. Also prohibited is the illegal use of legal substances.

The County maintains a drug and alcohol-free workplace in order to eliminate the inherent risks and liability to the County, the affected employee, co-workers and the public. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substance is strictly prohibited during working hours at any location where employees are conducting County business. Also prohibited is the illegal use of legal substances.

In order to further the County's objective of maintaining a safe, healthful, and drug-free workplace, the County **conducts preemployment drug and alcohol screening** and may require an employee to submit to a urine and/or blood test if there is reasonable suspicion to believe that an employee is under the influence of a controlled substance or alcohol. Refusal to submit to a drug or alcohol test and/or to release the results of the same shall be considered insubordination and will be construed as a positive test result.

Employees are put on notice that an employee who is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption that if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol did not cause the accident. A refusal to test for the use of drugs or alcohol will also establish the presumption. Employees who are involved with a workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy.

Drug Policy

Controlled Substance: Means any controlled substance contained in Schedules 1 through V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812; or as defined in § 3719.01 O.R.C.).

Conviction: Means any finding of guilt, including a plea of nolo contendere (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

Criminal Drug Statute: Means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance. For purposes of this policy all definitions will be consonant with O.R.C. § 3719.01 et seq.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employer's work place is strictly prohibited and will result in criminal prosecution and employee discipline.

Any employee arrested or convicted of any Federal or State criminal drug statute must notify the employer of that fact immediately, and prior to returning to work, but no longer than five (5) calendar days of the arrest or conviction.

Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances and/or alcohol will be subject to disciplinary action up to and including termination.

Any decision to take disciplinary action may be held in abeyance pending the completion by the employee of a drug rehabilitation program.

NOTE: Any employee arrested or convicted of a drug or alcohol offense, who fails to timely report the arrest or conviction, may be terminated from employment and/or held civilly liable for any damage caused, including a loss of state or federal funds, resulting from the misconduct.

Fairfield County has a zero-tolerance policy for employees who are under the influence of drugs or alcohol while at work. Employees who are using medical marijuana as authorized by Ohio law are not exempt from this policy in any way. The use of marijuana in any form for any purpose, authorized for medicinal purposes or unauthorized, will be treated the same as the use of all other Schedule 1 controlled substances, illegal drugs, or the abuse of legal drugs. Employees using Schedule 1 controlled substances or illegal drugs, including medical marijuana authorized by and in accordance with Ohio law, are still subject to all provisions of this policy and may be subject to discipline including termination for such use.

Drug/Alcohol Testing Policy

In order to maintain a safe and healthful work environment, the County reserves the right to set standards for employment and to require employees to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.

Where the County has a reasonable suspicion to believe that the employee is in violation of this policy, it may require the employee to go to a medical clinic, at the County's expense, to provide blood and/or urine specimens. Reasonable suspicion shall generally mean suspicion based on personal observation by a County representative, including descriptions of appearance, behavior, speech, breath, or inexplicable behavior.

If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and release the test results to the County. Refusal to sign a consent form or to provide a specimen will constitute insubordination and a presumption of impairment and may result in discharge. Any employee who tests positive may request retesting of the original specimen at their own expense.

Employees who test positive for illegal substance abuse or misuse of legal drugs and/or alcohol may be offered rehabilitation through the County Employee Assistance Program. Any costs related to the rehabilitation shall be paid by the employee. Employees must take any available, accumulated, paid or unpaid leave during their absence. Failure to fully participate in or successfully complete such a rehabilitation program may result in disciplinary action.

In addition to the testing allowed under section (b)(1), above Employees who return to work after the successful rehabilitation will be subject to random drug tests for a period of two years from the date of their return.

Employees subject to random drug tests who refuse to participate in the drug/alcohol testing and/or rehabilitation program or who continue to test positive for substance abuse will face additional disciplinary actions, up to and including removal.

Any employee involved in an accident may be subject to post accident alcohol and drug/alcohol testing.

Employees who are required to hold a commercial driver's license (CDL) will be required to participate in the County's drug and alcohol testing program as required by federal law which includes pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, and return-to-work testing. Policies and procedures for these programs will be consistent with federal law and will be made available to employees required to hold CDL's and their supervisors.

Discipline

Fairfield County may discipline an employee for any violation of this policy. Nothing herein shall be construed as a guarantee that the County will offer an opportunity for rehabilitation. Failure to successfully complete or participate in a prescribed rehabilitation program, if offered, including a refusal to test or a positive test result on a return to duty or follow-up test shall result in the employee's discharge. No employee shall be provided more than one opportunity at rehabilitation. The County's decision whether to discharge an employee shall be made on the basis of the circumstances surrounding the employee's positive drug or alcohol test and considerations such as any other misconduct resulting from the employee's substance abuse (e.g. injury, property damage, etc.) the employee's work record, and other factors traditionally considered when determining whether to retain an employee.

Refusal to Test

Employees who refuse to submit to the required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include:

Failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so;

Any conduct that attempts to obstruct the testing process such as unavailability, leaving the scene of an accident without proper authorization, delay in providing a sample, adulterating, substituting or attempting to adulterate or substitute a specimen during the testing process, regardless of whether such attempt results in a negative or positive diluted sample;

Failure to execute or release forms required as part of the testing process.

Prescription/OTC Medications

Employees must inform the County if they are taking any medication that may impair their ability to perform their job. Employees on such medications must provide a written release from their treating licensed medical practitioner indicating that they are capable of performing their essential job functions, with or without reasonable accommodation. Employees are prohibited from performing any County function or duty while taking legal drugs that adversely affect their ability to safely perform any such function or duty.

Employee use of prescription or over-the counter drugs must be utilized for medical reasons, taken at the dosage and frequency of use prescribed on the label, and, in the case of prescription drugs, prescribed to employees for medical reasons by a licensed medical practitioner. An employee's use of the prescription or over-the-counter drugs shall not affect the employee's job performance, threaten the safety, productivity, public image or property of the County or its employees, or result in criminal behavior.

Drivers with CDLs and the FMSCA Drug and Alcohol Clearinghouse

Fairfield County is committed to complying with the Federal Motor Carrier Safety Administration's

(FMCSA) Drug and Alcohol Clearinghouse. Fairfield County will report failed and refused drug and alcohol tests by CDL drivers.

Additionally, Fairfield County will conduct the required queries of the FMSCA Clearinghouse annually and during the pre-employment process in order to ensure driver eligibility to perform safety sensitive functions, including driving a commercial vehicle. In order for Fairfield County to conduct the necessary queries, employees and applicants are required to complete the required written consent.

Consistent with the FMCSA Clearinghouse requirements, Fairfield County shall conduct a full query of the Clearinghouse of each pre-employment driver during the background investigation process. Fairfield County will conduct limited queries, at least annually, for all employees required to possess and maintain a CDL.

Fairfield County will report all drug and alcohol program violations to the FMSCA Clearinghouse, including negative return-to-duty test results, as well as the date of the successful completion of a follow-up testing plan for any driver with unresolved drug and alcohol program violations.

Fairfield County will report the following to the FMSCA Clearinghouse:

1. Alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
2. A negative return to duty test result;
3. A refusal to submit to a drug or an alcohol test;
4. A refusal to test determination made in accordance with 49 CFR 40.191;
5. A report that the driver has successfully completed all follow-up tests;
6. Verified positive, adulterated, or substituted drug test result;
7. Pre-duty or on-duty alcohol use;
8. Drug use as defined in the regulations;
9. Fairfield County's report of completion of follow-up testing;
10. Other results required by law.

Fairfield County will not report drug and alcohol testing results outside of DOT required tests.

In the event a driver refuses consent during the pre-employment screening process, Fairfield County shall not hire the driver. In the event a current employee refuses to give consent, the employee may be disciplined, up to and including termination. Further, a current employee refusing consent may be found to be incapable of performing their essential job duties as they will not be permitted to drive. A driver cannot drive until the query is conducted. If a query of a current employee returns notice that a drug or alcohol violation exists, a full query will be conducted upon the receipt of specific consent by the employee.

CDL drivers may petition to correct FMCSA Clearinghouse records.

SECTION: 3:15

SUBJECT: SOLICITATION, DISTRIBUTION AND SALE OF MERCHANDISE

Solicitation Distribution

The following policy on solicitation and distribution is hereby adopted by the Appointing Authority as to any and all employer premises of the County, including but not limited to administrative offices, work sites, and locations.

Non-employees

Non-employees of the County who intend a solicitation and distribution visit to the interior premises of the employer's facility shall give the employer not less than seven (7) calendar days' notice of each visit. Such notice shall be accompanied by a list of persons intending access and a designated time. All solicitation and distribution activity by non-employees shall be confined to non-work time and in non-work areas designated by the Appointing Authority and must not jeopardize health and safety.

Employees

Employees of Fairfield County are not permitted to engage in solicitation of other employees and distribution during any employees, work time whether in work or non-work areas. Employees may conduct solicitation and distribution activity in work and non-work areas, but only if both employees are on non-work time.

Each Appointing Authority may regulate any solicitation and distribution activity by any employee or non-employee which disrupts or interferes with the normal work on the County premises.

Definitions

The term "Solicitation" as used in this policy includes, but is not limited to, any act which requests, urges or seeks to induce in any way any employee to give or pay or obligate to pay money for any cause for any reason or to sign any document indicating membership in any organization, association, or group, or indicating support for or a pledge to any such organization, association, or group.

The term "Distribution" as used in this policy includes the passing out of any type of literature, advertising, handbills, circulars, forms, or any other memorabilia.

The term "work area" as used in this policy includes, but is not limited to, all offices, work sites, locations, conference rooms, and corridors leading directly thereto, and such other areas which are essential to the performance of an employee's duties.

The term "non-work area," as used in this Policy Manual includes, but is not limited to, cafeterias, break rooms, or other areas where work is not customarily performed.

The term "work time", as used in this Policy Manual includes, but is not limited to, such time when an employee is engaged or should be engaged in work duties and assignments.

The term "non-work time" as used in this policy includes, but is not limited to, such time when an employee is not required to perform work duties and assignments, such as meal periods, authorized breaks, and before and after scheduled shifts or working hours.

Sale of Merchandise

Generally, employees shall not be permitted to sell merchandise on County premises. In limited circumstances, however, the selling of merchandise by employees may be permitted with prior written approval.

SECTION: 3:16

SUBJECT: COUNTY PROPERTY

Employees are prohibited from using County materials, tools, facilities, equipment and labor for personal or private use regardless of whether the use is during working or non-working time. Employees may not perform private work for themselves, co-workers, friends or family members during working time or while using County materials, tools, facilities, or equipment. All County tools and equipment must be used and operated within the laws of the State of Ohio and/or rules and regulations of the County. Employees who separate from service with the County are responsible for return of reusable County property in their possession.

Employees have no reasonable expectation of privacy in the use of County property and facilities. In order to safeguard employees and the workplace, and in order to maximize efficiency, safety and productivity, the County reserves the right, in its sole discretion and without notice to employees, to inspect, monitor or otherwise search County property and facilities or any other enclosed or open area within County property or facilities and to monitor or inspect any items found within such facilities. Employees are required to cooperate in any work place inspection. The County also reserves the right to inspect any packages, mail, parcels, handbags, briefcases, or any other possessions or articles carried to and from County facilities and job sites where permitted by law.

Employees required to answer the telephone as part of their assigned duties shall do so in a polite and courteous manner. No employee shall use foul or abusive language over the telephone or in any dealings with the public. The County reserves the right to monitor any phone at any time. Personal phone calls must be kept to an "on emergency basis" only. Toll calls and/or long distance for personal reasons shall not be charged to the County.

The County may issue cellular phones to its employees. Cellular phones are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment. Regardless of the capability of a particular cellular phone, County-issued cellular phones are considered County property and are for business use only. Features other than phone use must not be used or activated without direct authorization from a supervisor. Use of County cellular phones while operating a motor vehicle (County-owned or personal) is prohibited.

SECTION: 3:17

SUBJECT: CONDUCT AND APPEARANCE

The primary purpose of the various Fairfield County departments and offices is to serve the public in meeting its needs. In this regard, employees of the County will be expected to be prompt, efficient, professional and courteous in dealings with the public, whether directly or indirectly, and treat their fellow employees with mutual respect.

In addition, each Appointing Authority reserves the right to prescribe standards for dress and grooming and require that an employee's overall appearance be appropriate to the workplace, be in good taste, neat, and put forth a favorable image on behalf of the County.

If uniforms are provided to any employees, such uniforms must be worn during scheduled working hours. The wearing of any item of clothing that bears objectionable, obscene, and/or profane pictures, caricatures, writings, or other forms of inappropriate communication is strictly prohibited.

SECTION: 3:18

SUBJECT: CONCEAL CARRY

This policy addresses various issues concerning the provisions of Ohio's "Concealed Carry" statute. The County makes reasonable efforts to provide safe and secure working conditions. Employees share in this responsibility. Employees should report any perceived unsafe working conditions to their supervisor.

The Concealed Carry statute authorizes individuals, who meet certain licensing requirements, to carry a concealed firearm as defined in the statute. The Concealed Carry statute exempts certain areas, including public buildings from the scope of this law. In addition to the specific restrictions in the Concealed Carry statute, the Fairfield County Commissioners have adopted this policy to address issues pertaining to employment and the application of this statute. In addition to the specific provisions of the conceal carry statute, employees are expected to comply with this policy.

Consistent with the Ohio Revised Code, no employee, contractor, client or other individual may carry, possess, convey or attempt to convey a deadly weapon or ordnance onto Fairfield County property. A valid concealed carry license does not authorize an individual to carry such a weapon onto these premises. Law enforcement officers specifically authorized to carry a firearm are exempted from this provision and may be permitted to carry a concealed weapon.

Fairfield County employees are prohibited from carrying firearms any time they are working for the County or acting within the course and scope of employment. These situations include, but are not limited to attending training sessions or seminars, wearing a County identification badge, uniform, or other County issued paraphernalia that an employee is required to wear relative to their employment and working in resident's homes or other sites off County premises. Except for law enforcement officers, no employee or member of the public may carry, transport, or store a concealed weapon, firearm, or ammunition in a County owned vehicle.

This policy does not prohibit employees possessing a valid license to carry a concealed handgun from transporting and/or storing a firearm or ammunition in their personal vehicle at work locations where their personal vehicle is otherwise permitted to be (e.g. County Parking Lot). However, the employee must leave the firearm and ammunition in their personal vehicle. Employees are neither permitted to remove their firearm or ammunition from their personal vehicles while at work locations nor are they permitted to bring a concealed firearm or ammunition into a County owned building. The employee's firearm and ammunition must be stored in their personal vehicle in accordance with the storage provisions of the Concealed Carry statute. The firearm and ammunition must be in a locked vehicle either in the glove compartment, a lock box or the trunk.

Employees shall immediately contact a supervisor if they suspect an employee or member of the public is carrying a concealed weapon on the premises of the County. Employees are required to immediately contact a supervisor if they suspect an employee to be carrying a concealed weapon at any time while they are working for the County, acting within in the course and scope of employment, or acting as a representative of the County.

Fairfield County reserves the right to inspect County owned property at any time. In addition, if the County has reasonable suspicion that an employee or visitor is carrying a concealed weapon in violation of this policy, it reserves the right to require the individual to voluntarily demonstrate compliance with this policy. If the individual refuses to comply, he/she may be denied access to the County facility or vehicle.

Any violation of this policy may result in disciplinary action, up to and including termination.

SECTION: 3:19**SUBJECT: VIOLENCE-FREE WORKPLACE**

Fairfield County will not tolerate threats or acts of workplace violence and we are committed to providing a safe and professional work environment. All employees are expected to treat co-workers, managers, elected officials and the public in a mature and professional manner. Consistent with this policy, threats or acts of physical violence, including intimidation, harassment, and/or coercion which involve or affect County employees or which occur on county property will not be tolerated.

Prohibited workplace violence consists of:

1. All threats or acts of violence occurring on county property, regardless of the relationship between the county and the individual involved in the incident.
2. All threats or acts of violence not occurring on county property, but involving someone who is acting in the capacity as a representative the county.
3. All threats or acts of violence not occurring on county property, but involving an employee of the county if the threats or acts of violence affect the legitimate interests of the county.
4. Any threats or acts of violence resulting in the conviction of an employee or agent of the county, or of an individual performing service on the department's behalf on a contract or temporary basis, under any criminal code provision relating to threats or acts of violence that adversely affect the legitimate interests of the county.
5. With exception to law enforcement officers, pursuant to Ohio law, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance in county owned or leased buildings, secured areas, and vehicles. A valid license does not authorize the licensee to carry a weapon onto these premises. Violators of this policy will be subject to discipline, up to and including immediate termination and possibly prosecuted for violation of Ohio law.

Employees should also be alert to any threats or acts of violent behavior from co-workers, the public, clients, or others. Employees and management should utilize necessary precautions to protect all parties when a threat is made. It is the responsibility of each employee to report incidents of threats or acts of physical violence of which he or she is aware to his/her immediate supervisor or to the appointing authority. If a county employee is the individual reporting the incident, the report should be addressed to the reporting individual's immediate supervisor or a member of the management staff for assessment and possible referral to the appropriate law enforcement agency. Any employee involved in violating this policy will be subjected to disciplinary action, which may include termination, in accordance with the applicable law.

SECTION: 3:20**SUBJECT: WORKPLACE SEARCHES**

Fairfield County is concerned with the safety and security of its workplace. To provide a safe, secure, and healthy workplace, from time-to-time, workplace searches may be necessary and will be conducted when probable cause and/or reasonable suspicion is present as part of an investigation of specific allegations, including but not limited to drug/alcohol use or possession at the workplace, illegal possession of weapons at the workplace, evidence of theft from the workplace, and abusing the use of County property for personal purposes or outside ventures.

All Fairfield County facilities, buildings, offices, furnishings, equipment and computers are property of the County, and are provided to employees for their use in the conduct of County business. The County retains the right to search all buildings, offices, furnishings, equipment, computers, cell telephones and other items

brought onto County premises at any time, with or without notice or employee consent, including personal property employees may bring to work such as purses, briefcases, lunch boxes, backpacks, bags, etc. Employees who bring personal property onto County premises, or use County equipment or materials for personal purposes, do so at their own peril and should not expect privacy.

In addition, any supervisor has the authority to inspect packages or other articles leaving the County's premises in the possession of any employee if that employee is reasonably suspected of removing County owned property without permission. The County maintains the right to cut and remove personal locks from County-owned property at any time. The County also reserves the right to review records of County-owned telephone usage, including cellular telephones.

If during an investigation or search, information indicating the possible commission of a crime or other illegal violations is discovered, the County personnel may disclose that information to law enforcement authorities or to other appropriate persons.

Employees refusing to cooperate in a work-related search or security investigation will be disciplined, with penalties up to and including termination of employment.

SECTION: 3:21

SUBJECT: CELLULAR PHONE USE

The use of cellular telephones is, in some instances the most effective manner in which to conduct Fairfield county business, particularly for those designated employees who, by the nature of their job responsibilities, need to be accessible beyond the traditional workday or for those who work must work from multiple locations or in the field. Fairfield County recognizes these designated employees may occasionally be required to make business telephone calls and send and receive business e-mail and text messages. As such, designated Fairfield County employees may be assigned one of the following:

1. Designated employees may be issued a county owned cellular telephone phone for use in direct consequence of the discharge of their job duties; or
2. Designated employees may receive up to a \$60.00 per month stipend, with appointing authority approval, to reimburse the employee who chooses to use their personal cellular telephone to perform their job duties.

All employees should refrain from using cell phones for personal calls, text messages or games during work time (except during meal and rest periods). Regardless of whether an employee uses a county owned cellular telephone or their personal cell telephone to conduct Fairfield County business, all county policies concerning harassment, discrimination, retaliation, public records, confidential information, and ethics shall apply to the phone's use. Cell phones used for County matters may be subject to disclosure or inspection upon a legal demand being made. Employees are expected to protect personal devices used for work-related purposes from loss, damage, or theft as they would a county owned cellular telephone.

Employees shall comply with any applicable local, state, and federal laws and regulations at all times, including the use of hands-free devices while driving. Employees who are charged with traffic violations resulting from the use of their personal cell phones while driving shall be solely responsible for all liabilities that result from such actions.

SECTION: 3:22

SUBJECT: COUNTY EMPLOYEE MOTOR VEHICLE ELIGIBILITY

This policy is applicable to all elected officials, full or part-time employees, summer workers, volunteers, and contract employees of Fairfield County, Ohio who are required to drive a motor vehicle in the course of their employment or activities on behalf of Fairfield County, Ohio. For purposes of this policy, the above-listed categories of persons are referred to as “Employees.” This policy applies to vehicles titled to, purchased or leased by, or insured by or through the Board of Fairfield County Commissioners and also applies to privately-owned vehicles operated by Fairfield County employees in the course of their employment or activities on behalf of Fairfield County, Ohio and vehicles rented by employees for travel in and out of Fairfield County for authorized reasons.

Employees are responsible to ensure safe vehicle operation. It is the responsibility of every Fairfield County employee who drives a vehicle to comply with the following:

- a. All drivers must be at least eighteen (18) years of age.
- b. All drivers must maintain a valid Driver’s License that applies to the type of vehicle to be operated. (e.g. Commercial Driver’s License)
- c. All drivers must operate the vehicle in a safe, courteous and economical manner.
- d. All drivers and all passengers in vehicles so equipped shall wear safety belts. Infant/child car seats are required to be used in accordance with the laws of the State of Ohio and manufacturers’ product manuals.
- e. All drivers and passengers shall comply with the motor vehicle laws of the State of Ohio or the state in which they are driving for or on behalf of the County.
- f. If an employee is operating a motorcycle in the course of their employment, they must wear a safety helmet.

Driver Eligibility

Pre-employment/employment qualifications - Hiring or promoting persons who will be required to drive as a function of his/her job duties will be at the sole discretion of Fairfield County or the applicable appointing authority. An applicant or employee, who will be required to drive as a function of his/her job duties, may be denied employment on the basis of a driving record deemed unsatisfactory by Fairfield County or the applicable appointing authority. At the discretion of the appointing authority, denial of employment may be made without regard to the number of points or violations, whether they occurred within the past thirty-six (36) months or whether they occurred within the State of Ohio.

1. Employees or applicants for employment may be considered qualified to drive when the following are met to the satisfaction of Fairfield County or the applicable appointing authority:
 - a. A review of the applicant’s or employee’s motor vehicle driving record (“MVR”)
 - b. A favorable recommendation by Fairfield County’s insurance carrier (“Insurer”)
 - c. The provision by the applicant or employee of proof of insurance or compliance with the State of Ohio’s Financial Responsibility Laws.
 - d. Employees whose position requires a commercial driver’s license (CDL) will follow the driving policy specific to their department and position. In the event of a conflict, the department-specific policy controls, but only if the department- specific policy meets or exceeds the provisions of this policy.
2. Employees or applicants for employment who, at the sole discretion of Fairfield County or the applicable appointing authority, have an MVR that demonstrates poor driving habits shall not drive any vehicle on behalf of Fairfield County without receiving, and providing evidence satisfactory to Fairfield County or the applicable appointing authority that they have received additional training and/or intervention and/or discipline and/or until otherwise exhibiting to the appointing authority’s

satisfaction that there has been substantial improvement in their driving abilities, performance and skills. Fairfield County's Insurer may exclude coverage for any driver or drivers on a temporary or permanent basis.

Active employment qualifications - Fairfield County's Human Resources Department shall maintain an Eligible Drivers List containing the names of all employees eligible under this policy and authorized to drive a vehicle for or on behalf of Fairfield County or the applicable appointing authority. Motor vehicle records of drivers will be submitted by Human Resources annually for review and approval by Fairfield County's Insurer. Upon completion of such review, the Insurer will forward to the employer recommendations regarding continuation of eligibility restrictions, etc.

1. Upon evaluation by Fairfield County of an employee's MVR and a recommendation by Fairfield County's Insurer, drivers may have their driving eligibility temporarily or permanently suspended/revoked and/or be required to participate in driving or alcohol/controlled substance intervention programs. Any conviction of one or more of the ten violations below appearing on an employee's MVR during the prior 36 months may result in the above action being taken.
 - a. Driving under the influence of alcohol or drugs
 - b. Leaving the scene of an accident
 - c. Vehicular homicides or manslaughter
 - d. Driving during a period of suspension or revocation
 - e. Reckless operation or other intentional and dangerous use of a motor vehicle
 - f. Attempting to elude or flee a law enforcement officer after a traffic violation
 - g. Road rage statute violations
 - h. Falling asleep while driving
 - i. Use of a motor vehicle in the commission of a crime
 - j. Non-Compliance with Ohio's Financial Responsibility Law

NOTE: An arrest or conviction for one or more of the above violations on or off county time by an employee whose job requires that he/she drive a motor vehicle for or on behalf of Fairfield county or the applicable appointing authority must be reported within 24 hours of arrest/conviction and prior to operating a vehicle on behalf of the County to the employee's immediate supervisor and failure to do so may, at the discretion of Fairfield County or the applicable appointing authority, result in disciplinary action up to and including employee's termination from employment.

2. Upon evaluation by Fairfield County of an employee's MVR and a recommendation by Fairfield County's Insurer, drivers may have their driving eligibility temporarily or permanently suspended/revoked due to the appearance of any of these items on an employee's MVR within the prior 36-month period.
 - a. Two or more "At Fault" accidents
 - b. Two or more moving violations
 - c. One "At Fault" accident and one moving violation.
3. In any case where the appointing authority or the County's Insurance carrier has temporarily or permanently suspended/revoked the employee's driving eligibility and driving is an essential, necessary or substantial function of the employee's job, the appointing authority may take appropriate disciplinary action, up to and including termination, as permitted by department policy, laws and regulations of the State of Ohio, and any applicable collective bargaining agreement.

Continued Eligibility

Each employee's eligibility to operate a vehicle is within the discretion of the appointing authority and extends only so long as the employee is in compliance with this Policy.

Violation Reporting

Any employee eligible to operate a vehicle must notify his/her immediate supervisor in any case where his/her license has expired or is suspended or revoked. Employees must further report any and all accidents, arrests, violations, and citations issued to him or her while driving for or on behalf of the County. Failure to do so may result in disciplinary action.

Alcoholic Beverages or Controlled Substances

No alcoholic beverages, illegal drugs or controlled substances are permitted in or on a vehicle except as a function of law enforcement or medical emergency vehicles.

No alcoholic beverages, illegal drugs, or controlled substances are permitted to be transported in or on a vehicle except as a function of law enforcement.

No employee shall operate a vehicle under the influence of alcohol or illegal drugs or illegal use of prescription drugs or after having consumed or used any alcohol or illegal drugs or substances and while such alcohol or illegal drugs or substances remain in the employee's body in any detectable quantity.

Firearms

Employees, other than law enforcement officers or other persons specifically authorized to carry a firearm, are prohibited from carrying firearms in any vehicle driven for or on behalf of the County or applicable appointing authority. Such prohibition shall apply to all non-law enforcement employees regardless of whether such employee has been issued a concealed carry permit under ORC 2923.124, et seq.

Accidents and Traffic Citations

In the event of a traffic accident or traffic stop for a violation while in the course of employment, employees shall:

1. Stop, no matter how minor the accident. Report all collisions involving vehicles to the law enforcement agency having jurisdiction.
2. Take precautions to avoid further damage or injury to persons or property.
3. Make no statements admitting responsibility.
4. Do not advise other parties involved on any matter, especially that the County will pay for the damage resulting from said accident.
5. If collision is with an unattended vehicle or other object, try to locate the owner and call the law enforcement agency. If this cannot be done, leave a written notice with your name, department name, address, and telephone number.
6. The driver of a vehicle is responsible for the vehicle until it has been returned to the department or collected by the towing service. Unsafe vehicles should not be driven from the scene of an accident. Contact your Supervisor regarding damage and towing if necessary.
7. Report all accidents and known damage to vehicles as follows:
 - a. Report accidents and/or damage to vehicles to your Supervisor, who shall notify Human Resources immediately
 - b. Employee's Supervisor shall record and secure all appropriate information on initial accident

report and forward to Human Resources within twenty-four (24) hours.

- i. In the event of a collision, the Supervisor shall forward the following information to Human Resources:
 1. A copy of all law enforcement reports, citations including all statements made at the scene or afterward to law enforcement, attached.
 2. Repair estimates, when appropriate, in due course. In all investigations of the accident by Fairfield County or the applicable appointing authority, the emphasis will be on fact-finding, however, discipline may result.
- c. The Employee's appointing authority may take such disciplinary action as permitted by department policy, laws and regulations of the State of Ohio, or any applicable collective bargaining agreement.

Use of Personal Vehicles on Official County Business

This policy applies to employees who use personal vehicles while on County business.

Use of personal vehicles by employees on county business is discouraged unless a county vehicle is not available, the use of a county vehicle would cause serious inconvenience, extreme hardship, or the use of a personal vehicle is otherwise authorized by the department supervisor or his/her designee.

This policy applies in all respects to Employees who use personal vehicles while on County business.

Employees who use personal vehicles while on County business shall abide by all County rules, including department rules.

All employees who use their own vehicle on County business shall first show proof of liability insurance coverage for their personal vehicle to their Department manager in the amounts of at least \$25,000 per person for bodily injury; \$50,000 per occurrence for bodily injury; and \$10,000 property damage per occurrence.

Employees who are authorized and required to use their personal vehicles on County business will be reimbursed per mile at the authorized county rate.

Tax Implications for County Owned Vehicles

Where an employer-provided vehicle is used 100% for business purposes (except for de Minimis personal use) the use of that vehicle has no tax consequences to the employee and is not reported by the employee as income.

Where an employer-provided vehicle is used for both, business and personal purposes, the substantiated business portion use of the vehicle is not taxable to the employee as income but the personal use of the vehicle is taxable to the employee as wages. This substantiation rule requires the maintenance of records sufficient to satisfy the IRC 274(d).

Once proper substantiation is established, in order to determine how much of the use of the vehicle should be treated as income to the employee, the employee is to use one of four valuation rules: the General Valuation Rule, the Automobile Lease Valuation Rule, the Vehicle Cents-Per-Mile Rule, or the Commuting Rule.

Personal Use of County Owned Vehicles

No County vehicle is to be used for personal reasons, other than de minimis personal use such as a stop for a personal errand on the way between a business destination and the employee's home or to stop for lunch between two business destinations. Additionally, an Appointing Authority may for bona fide non-compensatory business reasons, require an employee to commute to and/or from work in a County owned vehicle. This would not constitute personal use of a County vehicle.

Miscellaneous

Parking tickets, moving violations, and other fines received while operating a vehicle are the responsibility of the driver.

Employees must report theft of or from a County vehicle to local law enforcement.

Cell phone usage is discouraged and should be limited to hands free devices if available while the vehicle is moving. If an employee utilizes a cell phone or other electronic communication device that is not hands free while driving a vehicle for or on behalf of Fairfield County or the applicable appointing authority and they have not been authorized to do so, they may be subject to discipline up to, and including, suspension or termination.

Texting is prohibited at all times while driving a vehicle for or on behalf of Fairfield County or the applicable appointing authority.

For personal safety and county liability, employees and passengers shall comply with the state statute on seatbelt usage.

The use of tobacco products is prohibited in all county-owned or leased vehicles.

SECTION: 3:23

SUBJECT: AMERICANS WITH DISABILITY ACT REQUIREMENTS AND COMPLIANCE

Each Appointing Authority has designated an individual to coordinate its efforts to comply with and carry out its responsibilities under the Americans with Disabilities Act (ADA), including the investigation of ADA complaints. The ADA prohibits discrimination, in terms of hire, promotion, transfer, or any other benefits and privileges of employment, of any qualified individual with a disability, who satisfies the requisite skill, experience, education and other job-related requirements of the position such individual holds or desires, and with or without reasonable accommodation, can perform the essential functions of the position.

Any individual who believes he/she is subject to unlawful discrimination based upon disability may submit a complaint to the designated ADA coordinator. A record of the complaint and action taken will be maintained. An investigation will be conducted and a decision will be rendered by the ADA Coordinator or designated individual within fifteen (15) working days, or as soon as possible thereafter.

If the individual is not satisfied with the decision of the ADA coordinator or designee, he/she may appeal such decision to the Appointing Authority who shall consider the appeal of the employee, or designate an individual to conduct a further review and investigation of the initial decision. The decision of the Appointing Authority is final. However, nothing herein shall preclude an individual from filing a complaint with the U.S. Department of Justice or any other federal or state agency with jurisdiction.

The physical or mental limitations of an otherwise qualified applicant or employee with a disability shall be reasonably accommodated unless the accommodation would pose an undue hardship.

Undue hardship, for the purposes of this policy, means an action that requires significant difficulty or expense when considered in light of relevant factors, or would be extensive, substantial, disruptive, or would fundamentally alter the nature or operation of the Appointing Authority.

Among the factors to be considered in determining whether an accommodation would create an undue hardship include the nature and the cost of the accommodation, size of the department and its overall financial resources, the effect of the accommodation on expenses and resources, the nature and structure of the operation, conflict with state and federal laws, the impact of the accommodation on other employees, etc. Decisions as to whether an accommodation is reasonable shall be made on a case-by-case basis. Examples of possible accommodations may include job restructuring, acquisition or modification of equipment or facilities, reassignment to a vacant position, or other adjustment to a job, employment practice, or work environment.

SECTION: 3:24

SUBJECT: FRAUD REPORTING DUE TO VIOLATION OR MISUSE OF PUBLIC RESOURCES AND WHISTLEBLOWER PROTECTION

If an employee in the classified or unclassified civil service becomes aware in the course of employment of a violation of state or federal statutes, rules, or regulations or the misuse of public resources, and the employee's supervisor or appointing authority has authority to correct the violation or misuse, the employee may file a written report identifying the violation or misuse with the supervisor or appointing authority. In addition to or instead of filing a written report with the supervisor or appointing authority, the employee may file a written report with the office of internal auditing, in the State Office of Management and Budget, created under section 126.45 of the Revised Code or file a complaint with the Auditor of State's fraud-reporting system under section 117.103 of the Revised Code.

The Ohio Auditor of State's office maintains a system for the reporting of fraud, including misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll-free number, the Auditor of State's website, or through the United States mail.

Auditor of State's fraud contact information:

Telephone: 1-866-FRAUD OH (1-866-372-8364)

Web: www.ohioauditor.gov

US Mail: Ohio Auditor of State's Office, Special Investigations Unit
88 East Broad Street
P.O. Box 1140
Columbus, Ohio 43215

If the employee reasonably believes that a violation or misuse of public resources is a criminal offense, the employee, in addition to or instead of filing a written report or complaint with the supervisor, appointing authority, the office of internal auditing, in the State Office of Management and Budget, or the Auditor of State's fraud-reporting system, may report it to a prosecuting attorney (740-652-7560) or peace officer. In addition to that report, if the employee reasonably believes the violation or misuse is also a violation of Chapter 102 (Public Officers-Ethics), section 2921.42 (having an unlawful interest in a public contract), or

section 2921.43 (soliciting or accepting improper compensation) of the Revised Code, the employee may report it to the appropriate ethics commission. To reach the Ohio Ethics Commission, call 614-466-7090 or via their website at www.ethics.ohio.gov

An employee in the classified or unclassified civil service shall make a reasonable effort to determine the accuracy of any information reported. The employee is subject to disciplinary action, including suspension or removal, as determined by the employee's appointing authority, for purposely, knowingly, or recklessly reporting false information.

Except for situations involving the reporting of false information, as described in the immediately preceding paragraph, no officer or employee in the classified or unclassified civil service shall take any disciplinary action against an employee in the classified or unclassified civil service for making any report or filing a complaint including, without limitation, doing any of the following:

1. Removing or suspending the employee from employment;
2. Withholding from the employee salary increases or employee benefits to which the employee is otherwise entitled;
3. Transferring or reassigning the employee;
4. Denying the employee promotion that otherwise would have been received;
5. Reducing the employee in pay or position.

If an appointing authority takes any disciplinary or retaliatory action against a classified or unclassified employee as a result of the employee's having filed a report or complaint the employee's sole and exclusive remedy, notwithstanding any other provision of law, is to file an appeal with the state personnel board of review within thirty days after receiving actual notice of the appointing authority's action. If the employee files such an appeal, the board shall immediately notify the employee's appointing authority and shall hear the appeal. The board may affirm or disaffirm the action of the appointing authority or may issue any other order as is appropriate. The order of the board is appealable in accordance with Chapter 119 of the Revised Code.

ARTICLE 4: EMPLOYEE BENEFITS

SECTION: 4:1

SUBJECT: SICK LEAVE

All employees shall be entitled to sick leave in accordance with Sections 124.38 and 124.39 of the Ohio Revised Code as follows:

Accumulation

Each employee shall be entitled for each eighty hour pay period on active status to sick leave of four and six-tenths hours of pay, and unused sick leave may be accumulated without limit. Part-time employees and employees with less than an eighty hour pay period are credited proportionately. Hours over eighty per pay period are not computed for sick leave purposes. Sick leave is used in ¼ hour increments, and cannot be used to put you into an overtime situation. Previous accumulated sick leave of an employee who has separated from public service shall be re-credited if reemployment in public service takes place within ten (10) years of the last termination from public service and the employee provides proof of the prior leave balance. An employee is expected to provide proof of a prior sick leave balance within 90 days of commencing employment with Fairfield County. An employee who transfers from one public agency to another shall be credited with up to the maximum of sick leave accumulation permitted in the public agency to which the employee transfers.

Use

Sick leave may be used by employees and upon approval of the Appointing Authority for absences due to the following:

1. Illness, injury, or pregnancy-related medical condition of the employee.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner.
4. Death of a member of the employee's immediate family. Such usage shall be limited to reasonably necessary time, not to exceed three (3) days. The Appointing Authority may grant additional time off on a case by case basis.
5. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
6. Medical, dental or optical examinations or treatments of an employee or of a member of an employee's immediate family where the employee's care and attendance is reasonably required.
7. Elective cosmetic surgeries that are not medically necessary do not constitute an appropriate usage of sick leave. Other appropriate leaves of absence, such as vacation, may be requested for such purposes.

For purposes of sick leave, immediate family is defined as: grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law;

spouse; child; step-child; step-parent; grandchild; legal guardian; or another person who stands in place of a parent.

Grandparent-in-law, aunts and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably necessary time, not to exceed one (1) day. The appointing authority may grant additional time off on a case by case basis not to exceed three (3) days.

Employee Notification

When an employee is unable to report to work due to illness or other acceptable sick leave reason, he or she shall notify his or her supervisor of such reason as reasonably in advance of the absence as possible but in no event later than fifteen (15) minutes after the scheduled start of the employee's shift. An employee must continue such notification each succeeding day of absence except in cases of prolonged illness or absence where the employee has been granted a set period of leave. Failure of an employee to make proper notification may result in denial of sick leave and/or appropriate disciplinary action.

Written Statement

In order to justify the use of sick leave, an employee must submit a satisfactory written signed statement. Anytime medical attention is required an employee must submit a certificate from a licensed physician stating the nature of the illness and the specific date(s) the employee was under physician care. In addition, if an employee is off sick for more than three (3) consecutive workdays, the employee must obtain a physician's statement in order to be paid for sick leave. Finally, if an employee uses sick leave on more than eight (8) occasions during any calendar year, subject to compliance with the requirements of the Attendance Policy, he/she must provide a certificate from a licensed physician in order to be paid. For purposes of this section, the written statement must provide sufficient detail to explain the reason for the employee to be off on sick leave. The Appointing Authority reserves the right to request additional justification for sick leave use. Failure to provide the necessary written statement could result in denial of leave and/or disciplinary action.

Sick Leave Abuse

Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including dismissal. Patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off and/or weekends or excessive sick leave usage may result in sick leave denial and appropriate disciplinary action. The appointing authority reserves the right to investigate allegations of sick leave abuse. The Appointing Authority reserves the right to question employees concerning their sick leave use. Whenever an employee is on sick leave he/she must be at home during his/her scheduled work hours or obtaining treatment or medication. Payout of sick leave shall be in accordance with Section 4:18 of this manual.

Wellness Incentive Program

The Employer shall maintain a Wellness Incentive Program as an incentive to minimize sick leave and increase attendance. The wellness period runs from the first payroll beginning date in November through the last payroll ending date in October. In order to be eligible, an employee must be a full-time employee for the entire wellness period. All new full-time employees hired after the first payroll beginning date in November, of each year, are eligible for the program beginning with the next twelve (12) month wellness period following their date of hire where they are employed for the entire wellness period. Based upon the

following schedule, eligible full-time employees will be permitted to convert a determined amount of unused sick leave to an equal number of personal leave hours. Sick leave used for bereavement purposes during the wellness period, in accordance with sections 4:1 and 4:2 will not be considered in the calculation of sick time used.

1. If a full-time employee uses 16 hours or less of sick or unpaid leave during a wellness period, the employee may convert up to 48 hours of sick leave to personal leave hours.
2. If a full-time employee uses between 16.25 and 24 hours of sick or unpaid leave during a wellness period, the employee may convert up to 40 hours of sick leave to personal leave hours.
3. If a full-time employee uses between 24.25 and 32 hours of sick or unpaid leave during a wellness period, the employee may convert up to 32 hours of sick leave to personal leave hours.
4. If a full-time employee uses between 32.25 and 40 hours of sick or unpaid leave during a wellness period, the employee may convert up to 24 hours of sick leave to personal leave hours.
5. If a full-time employee uses between 40.25 and 48 hours of sick or unpaid leave during a wellness period, the employee may convert up to 16 hours of sick leave to personal leave hours.
6. If a full-time employee uses between 48.25 and 56 hours of sick or unpaid leave during a wellness period, the employee may convert up to 8 hours of sick leave to personal leave hours.

If an employee elects to convert the hours to personal leave days, the employee must utilize the personal days within the wellness period that immediately follows the wellness period in which the personal days were earned.

After the last payroll ending date in October, the agency's payroll department will notify all employees who are eligible for the sick leave conversion program and provide them with a "Request to Convert Sick Leave to Personal Leave" form.

SECTION: 4:2

SUBJECT: BEREAVEMENT LEAVE FOR DEATH OF SPOUSE

To provide employees with additional bereavement leave due to the death of a spouse beyond the current bereavement leave provided in this Personnel Policy Manual, four (4) paid bereavement leave days are available. The leave shall not count against an employee's sick, vacation, personal or compensatory leave balance and is in addition to the three (3) days of sick leave that can be utilized for bereavement leave.

SECTION: 4:3

SUBJECT: VACATION

All full-time employees of the County shall be entitled to vacation after completion of a 6-month probationary period with Fairfield County.

At 6 months of service, an employee has one week of vacation to use. For the first 12 months of service and until the 60th month work anniversary, an employee accrues 2 weeks of vacation.

At the 60th month anniversary, an employee receives a lump sum of one week added to the vacation balance and the accrual rate changes to 3 weeks of vacation.

At the 120th month anniversary, an employee receives a lump sum of one week added to the vacation balance and the accrual rate changes to 4 weeks of vacation.

At the 180th month anniversary, an employee receives a lump sum of one week added to the vacation balance and the accrual rate changes to 5 week of vacation.

Service Time	Vacation Time Earned Each Year
Less than 6 months of public service	0 weeks
At 6 months of public service	1 week
At 12 months of public service	2 weeks
At 60 months of public service	3 weeks
At 120 months of public service	4 weeks
At 180 months of public service	5 weeks

The number of weeks are prorated based on the number of regular hours an employee is scheduled to work.

The lump sum is added at milestone anniversary dates because there is no way to accrue but not have access to the additional week in the year prior to the attainment of the milestone year.

Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of the employee's employment, provided that the appointing authority may, in special and meritorious cases, permit such employee to accumulate and carry over the employee's vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years. In accordance with O.R.C. section 9.44, employees are entitled to prior service credit for time spent with the State of Ohio or any political subdivision of the State. For purposes of vacation leave accrual only, the county shall prospectively recognize military service credit and service credit with the federal government, its subdivisions or agencies. It is the employee's responsibility to provide necessary documentation of prior service. Documentation must be provided within ninety (90) days of employment with the County or within 90 days of any modifications to service credit provisions contained within this section.

Vacation leave does not accrue during time spent on a leave of absence without pay; however, time spent on authorized leave of absence counts toward the number of years of service in determining vacation accumulation. Vacation requests should be received by the employee's immediate supervisor at least ten (10) work days in advance, the approval of which is subject to operational needs. If an Appointing Authority cannot honor all employees' requests for vacation for a particular period, vacation shall be granted based on the date of the request and seniority. In emergency situations, vacation requests with less than two (2) weeks advance notice may be approved. Such situations will be scrutinized carefully and may require appropriate supporting documentation. Each Appointing Authority shall determine the number of employees within each work unit that may be on vacation leave at any given time. Vacation time may be taken in one quarter (1/4) hour increments. The Appointing Authority may revoke vacation leave that has been approved if required by operational reasons.

Vacation Leave Conversion

On the first pay date in November of each year, every employee not in a probationary status shall elect one of the following:

1. To be paid, at his/her regular straight-time hourly rate in effect on the first pay date in November of the current calendar year, up to a maximum of eighty (80) hours of vacation leave, on a one-for-one basis; or
2. To carry over, subject to departmental approval, unused vacation leave hours to the next year as part of the employee's vacation leave bank subject to the maximum accrual level of 3 years in accordance with Section 4:3 and O.R.C. section 9.44.

Election for payment must be made in full on-hour increments.

After the first pay date in November of each year, all eligible employee will be provided a conversion form provided by Human Resources to make their vacation leave conversion payment election. If elected, the payout will appear on the first paycheck in December.

SECTION: 4:4
SUBJECT: HOLIDAYS

All full-time employees are entitled to the holidays as determined annually by the Board of County Commissioners through resolution. Generally, these will consist of the following:

1. New Year's Day (January 1st)
2. Martin Luther King Day (3rd Monday of January)
3. President's Day (3rd Monday of February)
4. Good Friday at Noon (Recognized Friday)
5. Memorial Day (Last Monday in May)
6. Juneteenth Day (June 19th)
7. Independence Day (July 4th)
8. Labor Day (1st Monday of September)
9. Fairfield County Fair Day (Friday of the Fair)
10. Veterans Day (November 11th)
11. Thanksgiving Day (4th Thursday of November)
12. Day after Thanksgiving (4th Friday of November)
13. Christmas (December 25th)

If the holiday falls on a Saturday, it shall be observed on the preceding Friday; if the holiday falls on a Sunday, it shall be observed on the following Monday. If the holiday occurs while an employee is on vacation leave, the vacation day will not be charged against such leave. Holiday pay will not be given to any employee who is on a leave of absence without pay. An employee must be in active pay status, approved paid leave or on a flexible work schedule status before and after the holiday in order to be eligible for holiday pay.

Each part-time or seasonal employee shall be entitled to holiday pay if the holiday falls on a day that the employee is scheduled to work. Such part-time or seasonal employees shall receive holiday pay for the number of hours that he/she would have been scheduled to work, not to exceed eight hours.

An employee in a non-exempt position who is required to work on a day designated as a holiday shall be entitled to pay for such time worked at overtime rates in addition to his/her regular holiday pay.

An employee in an exempt position, who is required to work on a holiday, shall be granted compensatory time off at time and one-half within thirty (30) days thereafter. An employee shall receive holiday pay rather than paid sick leave for any holiday which occurs when he is absent on sick leave.

SECTION: 4:5

SUBJECT: LEAVES OF ABSENCE WITHOUT PAY

Personal Leave of Absence

An employee may be granted a personal leave of absence without pay for personal reasons upon written request to the Appointing Authority for a period of up to six (6) months. The granting of a personal leave of absence shall be at the sole discretion of the Appointing Authority and will depend upon the nature of the request and operational needs of such Appointing Authority.

Employees returning from authorized leaves of absences shall be placed in their same or similar positions. Failure to return to duty from a leave of absence within three (3) working days of its completion shall be cause for termination. Leave time not being used for its stated and requested purpose(s) shall be immediately canceled with the employee being subject to disciplinary action. The Appointing Authority has no obligation to continue to provide health insurance benefits during an unpaid leave of absence except to the extent required by applicable law. An employee shall be informed, upon request, as to what rights he/she may have in accordance with applicable law to have his/her insurance continued during such leave.

Education Leave

The Appointing Authority may grant a leave of absence for a period of up to two (2) years for purposes of education, training, or specialized experience which would be of benefit to the service of the County by improved performance at any level or for voluntary service in any governmental sponsored program of public betterment.

Disability Leave and Separation

When an employee becomes physically or mentally incapacitated such that he/she is unable to perform the essential functions of his/her position, with or without reasonable accommodation, he/she may request or be placed on a disability leave of absence. An employee may be placed on an unpaid disability leave when he/she is unable to perform the essential functions of the job with or without reasonable accommodation. An employee may request a voluntary disability separation upon presentation of appropriate medical documentation. If an employee fails to request a voluntary disability separation, the Appointing Authority may place the employee on an involuntary disability separation. However, a medical or psychological examination conducted by a licensed practitioner shall be required prior to placing an employee on disability separation unless the employee is hospitalized at the time of the disability separation, or substantial credible medical evidence already exists that documents the employee's inability to perform the essential job duties.

For an involuntary disability separation, the Appointing Authority shall schedule a pre-separation hearing when it has substantial credible medical evidence of the employee's disability and the Appointing Authority has determined that an employee is incapable of performing the essential job duties of his or her assigned position due to the disabling illness, injury or condition. At this hearing (if the employee does not waive it), the employee shall have the right to examine the Appointing Authority's evidence of disability, to rebut that evidence, and to present testimony and evidence on his/her behalf.

If the Appointing Authority, after weighing the testimony presented and evidenced adduced at the pre-separation hearing, determines that the employee is incapable of performing his essential job functions with or without reasonable accommodation, an O.R.C. 124.34 order of involuntary disability separation shall be issued, along with a notice to the employee of the required procedures to apply for reinstatement. An employee given a disability separation shall have the right to reinstatement within two years of the disability separation or unpaid leave of absence, as appropriate upon submission of appropriate medical documentation.

Upon completion of a disability leave of absence and submission of any required documentation, the employee shall be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may be returned to work before the scheduled expiration of a disability leave if requested by the employee and upon advance submission of substantial, credible medical documentation, if required, that the employee is once again capable of performing the essential functions of his/her position, with or without reasonable accommodation.

In the event an employee requests reinstatement from a disability leave of absence or involuntary disability separation and the Appointing Authority, upon review of the medical evidence presented initially determines that the employee remains incapable of performing the essential job duties of his/her position with or without reasonable accommodation, a pre-reinstatement hearing shall be scheduled. If the employee does not waive the right to that hearing, then he/she shall have the right to examine the evidence of continuing disability, to rebut that evidence, and to present evidence and testimony on his/her own behalf.

Application for Leave

Any leave of absence without pay, and any other extensions thereof, must be applied for in writing at least thirty (30) calendar days in advance of the date on which the leave is requested to begin except in emergency leaves which shall be handled on an individual basis. A leave of absence shall be requested and authorized on the appropriate form.

Sick Leave Credit and Vacation Credit

An employee on leave of absence without pay does not earn sick leave or vacation credit.

Failure to Return from Leave of Absence

An employee who fails to return to duty after a leave of absence shall be considered absent without pay and subject to disciplinary action. An employee who fails to return to duty within three (3) days of the completion of a leave of absence, without notification, will be considered absent without leave and may be discharged for neglect of duty. An employee who fails to apply for reinstatement within three years of a disability leave and/or separation as required by applicable law or regulation shall be deemed permanently separated.

Absence Without Leave

An employee who at any time absents himself from duty without leave may be subject to disciplinary action. An employee who absents himself habitually without leave, or for three (3) or more successive duty days, without leave and without notice of the reason for such absence, shall be subject to termination from employment.

Abuse of Leave

If a leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the Appointing Authority may cancel the leave and direct the employee to report for work by giving written notice to the employee. The employee may also be subject to disciplinary action for falsification of his request for the leave of absence.

SECTION: 4:6
SUBJECT: COURT LEAVE

Jury Duty

Employees will be excused from regularly scheduled work for jury duty. If an employee's jury duty is concluded prior to the completion of the employee's regularly scheduled workday, he must return to work for the remainder of the workday. The County will compensate an employee who is called to, and reports for, panel and/or jury duty, at the employee's straight-time hourly rate for the hours he was scheduled on that day. The employee must give the County prior notice of jury duty, and pay his jury duty fee to the County, in order to receive his regular pay.

Work Related Proceedings

Employees who are required by the County to appear in court or other proceeding on behalf of the County, will be paid at their appropriate rate of pay for hours actually worked. Employees must obtain prior approval from their supervisor before appearing in court or administrative proceedings on behalf of the County. Employees who receive a subpoena for work-related matters and have a concern regarding that subpoena should seek assistance from their supervisor, who may then contact the Prosecuting Attorney's Office.

Personal Matters

Employees who are required to appear in court on personal matters, or on matters unrelated to their employment with the County, must seek an approved vacation leave or unpaid leave of absence

SECTION: 4:7
SUBJECT: MILITARY LEAVE

Military leave is governed by Ohio Revised Code Chapters 5903, 5906 and 5923 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Paid Military Leave

All permanent employees of the County who are members of the Ohio organized militia or members of other reserve components of the armed forces, including the Ohio National Guard, are entitled to military leave. Employees requesting military leave must submit a written request to their appointing authority or department head as soon as they become aware of such orders. Employees must provide the published order or a written statement from the appropriate military authority with the request for leave.

Pursuant to O.R.C. section 5923.05, employees are authorized to such military leave of absence up to twenty-two (22) eight (8)-hour working days or 176 hours within a calendar year. During this period, employees are entitled to receive their regular pay in addition to compensation from military pay. Any employee required to be serving military duty in excess of twenty-two (22) days or 176 hours in a calendar year due to an executive order issued by the President of the United States or an act of Congress or by the Governor in accordance with law shall be entitled to a leave of absence. During this leave of absence, employees are entitled to be paid a monthly amount equal to the lesser of (1) the difference between the employee's gross monthly wage and his/her gross monthly uniformed pay and allowances received for the month, or (2) five hundred dollars (\$500). No employee is entitled to receive this benefit if the amount of gross military pay and benefits exceed the employee's gross wages from the County for that period.

Employees who are on military leave in excess of twenty-two (22) days or 176 hours in a calendar year may use their accrued vacation leave, personal leave or compensatory time while on military leave. Employees who elect this option shall accrue vacation leave and sick leave while on such paid leave.

For military leave up to twenty-two (22) days or 176 hours in a calendar year, employees shall continue to be entitled to health insurance benefits as if they are working. These benefits shall continue beyond this period if the employee is on military leave and elects to utilize paid leave in accordance with section C. Employees who exceed the twenty-two (22) days or 176 hours and do not elect the option in section D are not entitled to the health insurance benefits on the same basis as if they are working. In these circumstances, employees will be provided notice of their rights to continue this coverage at their cost in accordance with applicable law.

Unpaid Military Family Leave

1. Pursuant to Ohio Revised Code Section 5906.02, once per calendar year, employees may take unpaid military family leave up to ten days or eighty hours, whichever is less, if all of the following conditions are satisfied:
 - a. Employee has been employed for at least twelve consecutive months and for at least one thousand two hundred fifty hours in the twelve months immediately preceding commencement of the leave.
 - b. Employee is the parent, spouse, or a person who has or had legal custody of a person who is a member of the uniformed services and who is called into active duty in the uniformed services for a period longer than thirty days or is injured, wounded, or hospitalized while serving on active duty in the uniformed services.
 - c. Employee gives proper notice to the County that the Employee intends to take leave pursuant to this policy. Notice of at least fourteen (14) days prior to taking the leave is required if the leave is because of a call to active duty. Notice of at least two days prior to taking the leave is required if the leave is because of an injury, wound, or hospitalization. However, if the Employee receives notice from a representative of the uniformed services that the injury, wound, or hospitalization is of a critical or life-threatening nature, the Employee may take the leave without providing the two-day notice to the County as long as the Employee advises the County as soon as possible.
 - d. The dates on which Employee takes leave occur no more than two weeks prior to, or one week after, the deployment date of the employee's spouse, child, or ward or former ward.
 - e. The employee does not have any other leave available for the employee's use except sick leave.
2. Notice - The County will continue to provide employment benefits to Employee during the period of time they are on leave. Employee shall be responsible for the same proportion of the cost of the benefits as the Employee regularly pays during periods of time when the Employee is not on leave.

3. Certification - The County may require an employee requesting to use unpaid military family leave to provide certification from the appropriate military authority to verify that the employee satisfies the conditions described in section 1 (b), (c), and (d) of this policy.
4. Definitions
 - a. The term “active duty” under this policy means full-time duty in the active military service of the United States or active duty pursuant to an executive order of the president of the United States, an act of the congress of the United States, or a proclamation of the governor. “Active duty” does not include active duty for training, initial active duty for training, or the period of time for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any duty unless such period is contemporaneous with an active duty period.
 - b. The term “uniformed services” means the armed forces, the Ohio organized militia when engaged in full-time National Guard duty, the commissioned corps of the public health service, and any other category of persons designated by the president of the United States in time of war or emergency.

Employees on military leave have the right to reinstatement upon conclusion of such leave in accordance with law.

SECTION: 4:8

SUBJECT: PRECINCT ELECTION OFFICIAL LEAVE

An employee who is a resident of Fairfield County and is not an elected official or a public school teacher may request paid administrative leave to serve as an approved precinct election official on the day of an election. However, nothing in this policy supersedes or negates any provision of a collective bargaining unit.

The employee must obtain written authorization for paid administrative leave from his or her appointing authority, department head, or designee, prior to contacting the Board of Elections to register as an official of an election, if paid administrative leave on Election Day is desired.

The appointing authority, department head, or designee reserves the right to reject a request based on operational need. Should several employees apply who perform similar functions and operational need dictates that not all may participate; priority shall be defined and given by the appointing authority, department head, or designee, with a procedure that is applied uniformly to all similarly situated employees.

The Board of Elections reserves the right to refuse to place an employee as a poll worker on the day of the election. In such an instance, the employee must report to work during the employee’s regular work hours. The Board of Elections may give priority to employees who have served as officials in prior elections.

The employee may be required to attend training courses as mandated by Ohio Law and conducted by the Fairfield County Board of Elections. The employee must attend said training courses as required by the Board of Elections, of which there are options that are outside the traditional working hours. Paid administrative leave is not applicable for the required training.

The normal Election Day workday is 6:00 AM until 8:00 PM, or until all election responsibilities are completed. The employee’s prompt return to work on the employee’s next regular working day is expected.

An employee using paid administrative leave to serve as a Precinct Election Official is entitled to paid administrative leave plus compensation designated by the Board of Elections based on the assigned election official duties. The paid administrative leave in this case is not considered “hours worked,” for the purposes of computing overtime. An employee would be eligible for paid administrative leave for their regularly scheduled hours of work on the day of the election.

SECTION: 4:9
SUBJECT: INSURANCES

The County Commissioners will make available hospitalization and major medical insurance to eligible County employees. Such insurance plans, coverage, eligibility requirements, continuation of benefits, employee contribution rates, and costs shall be determined by the Board of County Commissioners.

The County Commissioners shall also provide insurance and coverage as required or deemed necessary for liability, Workers’ Compensation and unemployment. The County pays the full premium cost for these insurances.

Employees on an unpaid leave of absence (or who meet other conditions) may continue health insurance coverage at their own cost under Public Law 99-272, Title X (COBRA) provided they meet COBRA requirements. Employees who continue COBRA coverage may be assessed two percent (2%) of the monthly premium to cover administrative fees. Continuation of coverage will generally be for a period of up to eighteen (18) months. However, in certain circumstances, COBRA coverage may be extended to thirty-six (36) months. An employee has sixty (60) days in which to exercise the continuation coverage option.

Employees are solely responsible for notifying the Appointing Authority of any status changes affecting insurance coverage (i.e. marriage, divorce, dependents, etc.)

Insurance continuation at the employee’s normal cost may be granted for up to six (6) months by the Appointing Authority for employees who become disabled and are off work. After the six-month period, the Appointing Authority would review the case and, if circumstances warrant the need, could continue coverage for an additional three (3) months. At the expiration of nine (9) months, the Appointing Authority would again review the case and, if circumstances warrant the need, could continue coverage for another three (3) months for a total of twelve (12) months before offering COBRA coverage for up to 36 months.

SECTION: 4:10
SUBJECT: RETIREMENT

Employees of Fairfield County are required by law to participate in the Ohio Public Employees Retirement System (OPERS) (certain employees participate in the State Teachers Retirement System) which is a program that is independent of the Federal Social Security system. Eligible employees must participate in accordance with applicable law. Ohio law establishes the percentages of contribution for the employer and the employee which may be changed from time to time.

Any employee giving consideration to retirement is encouraged to notify the Appointing Authority at least ninety (90) days in advance of the anticipated effective date so that appropriate application may be made and a replacement can be found.

If an employee leaves County employment before he/she is eligible for retirement, he/she may request that the funds which he/she has paid into the system be refunded to him/her. It is not, however, required that the employee withdraw these funds since he/she also may have the option of leaving the funds in the system and drawing a monthly benefit upon reaching retirement.

The PERS also provides other benefits to public employees including survivor and disability benefits as well as health and medical insurance to eligible retirees.

Further information may be requested by writing to: Public Employees Retirement System, 277 East Town Street, Columbus, Ohio 43215 or by going to www.opers.org

Also, eligible employees may participate, through voluntary payroll deduction, in a deferred compensation program approved by the Commissioners, to assist them in accumulating additional funds for retirement. Only legally authorized representatives of each plan are permitted to explain the program. The Commissioners' office will make arrangements for employees to meet with such plan representatives or to obtain more information.

SECTION: 4:11

SUBJECT: COMPENSATION AND PAYROLL

Compensation

Wages and salaries of employees shall be established in a manner compatible with the philosophy, goals, objectives and financial resources of Fairfield County. To that end, The Fairfield County Commissioners have adopted a Compensation Plan for county employees. All employees of Fairfield County shall be paid a salary or wage consistent with the Compensation Plan adopted by the Board of County Commissioners. The Compensation Plan was developed in accordance with market rates as identified in independent studies and identified in multiple association wage surveys. In accordance with the Compensation Plan, employees may advance to successively higher rates of compensation based upon promotion, reclassification, and/or merit. The Compensation Plan Policies and Procedures are attached as Addendum "A" to the Personnel Policy Manual. The Compensation Schedule is on file with the Fairfield County Human Resources and Risk Management office.

Payroll

All employees of Fairfield County are paid by warrant of the County Auditor on a bi-weekly basis. Paychecks are generally issued every other Friday. There is a two (2) week time lag in the County's payroll system, such that the check you receive on a Friday is for the period ending two (2) weeks previously. For example, a new employee scheduled to begin work on the first day of a full two (2) week pay period will not receive his/her first paycheck until four (4) weeks after commencing employment. When an employee leaves County employment, the last paycheck is released two (2) weeks after the last day of the pay period in which the employee terminates. For purposes of payroll, the work week is Saturday through Friday.

Deductions from an employee's pay for federal, state and city income taxes (where applicable) as well as employee contributions for retirement (i.e. PERS), Medicare (for those employees hired after April 1986), and health insurance premiums shall be made as authorized by the employee as required by law.

SECTION: 4:12

SUBJECT: TUITION REIMBURSEMENT

Purpose

It is the desire of Fairfield County to create an environment that stimulates, challenges, and encourages employees to broaden their knowledge and skill by continuing their education. Reimbursement of primary expenses associated with a degree program or individual course work is available to those employees who meet the criteria and successfully complete the program or course.

The tuition policy applies to the following departments; Commissioners, Emergency Management Agency, Economic Development, Maintenance, Job and Family Services, Utilities, Dog Shelter and Adoption Center, Auditor, Treasurer, Prosecutor, Recorder, County Judges, Clerk of Courts, Coroner, Sheriff, Board of Elections, Veteran Services, and FCFACF Council.

The program does not include agencies of the Soil and Water Conservation District, Park District, Health Department, Regional Planning, and the Multi-County Juvenile Detention Center. It does not include councils of governments, such as the Major Crimes Unit. It does not include Developmental Disabilities, Engineer, and ADAMH as they have their own policies.

Eligible courses must correspond or be applicable to the employee's current position or department within the county. If there is interest to include courses that would correspond or be applicable to a position with a participating County department that is outside the employee's current department, the policy can be adjusted to include this expansion.

Scope

Eligible employees are those full-time employees working at least thirty-five (35) hours per week.

Definitions

Employee: any full-time (working at least thirty-five hours per week) individual who has completed their initial probationary period within their current Fairfield County department.

Accredited: an institution that has been state certified and is registered with the Higher Learning Commission of the North Central Association of Colleges and Schools or another accrediting agency recognized by the Committee on Recognition of Postsecondary Accreditation. Courses completed through accredited online colleges and universities may also be eligible based upon requirements set forth in this policy.

Reimbursable Expenses: Fairfield County will reimburse the employee upon completion of the course(s)

1. For an undergraduate degree:

50% of the costs for course tuition and lab fees, not to exceed \$5,000 annually, which must be paid in full by the employee prior to reimbursement under this policy.

2. For a graduate degree:

75% of the costs for course tuition and lab fees, not to exceed \$7,500 annually, which must be paid in full by the employee prior to reimbursement under this policy.

Statement of Justification: A written narrative that fully explains the relationship of the course to the applicant's career goals and how the course may impact the employee's knowledge and skill level. The applicant and his/her supervisor must submit a Statement of Justification attached to application for each request.

Non-reimbursable Items: Items such as study guides/textbooks, notebooks, pens, paper, travel expenses, parking fees, student health insurance fees, deferred payment fees, enrollment and/or application fees, administration fees, general fees and graduation fees are considered non-reimbursable items.

Good Standing: The employee must not have had any written warnings, suspensions, or other disciplinary actions filed, nor be subject to a performance improvement plan within one year of applying for tuition assistance. In addition, the employee must have achieved at least a "meets standard" rating on their most recent performance evaluation.

Policy

Fairfield County will reimburse an employee up to 50% for the actual course tuition and required lab fees charged to the employee for courses toward an undergraduate degree. This amount should not exceed \$5,000 in total reimbursable expenses annually, during the academic year.

Fairfield County will reimburse an employee up to 75% for the actual course tuition and required lab fees charged to the employee for courses toward a graduate degree. This amount should not exceed \$7,500 in total reimbursable expenses annually, during the academic year.

The employee shall provide proof of payment in full before reimbursement will be processed. An appointing authority may choose to reimburse an employee at a higher amount than that outlined in County policy, but any deviation from standard policy must be in compliance with appointing authority policy and recognized budgetary considerations.

1. Reimbursement Eligibility Requirements:

Courses must correspond or be applicable to the employee's current position or department within the county and must directly benefit the county.

- a. Employee eligibility is based on the job-related performance of the employee, which must be in good standing prior to and throughout the period for which the tuition reimbursement was approved.
- b. No employee on a paid or an unpaid leave of absence, unauthorized leave of absence, disability leave, workers' compensation leave, or injury leave may apply for tuition reimbursement.
- c. The employee must have completed their initial probationary period and be at full time status (thirty-five hours per week) within their current Fairfield County department prior to applying for tuition reimbursement.
- d. The applicant's supervisor must provide a Statement of Justification explaining why it would be currently beneficial to the County to provide tuition reimbursement to the applicant.
- e. It is the responsibility of the employee to obtain approval for tuition reimbursement from his/her supervisor, the Department Head/Elected Official, and the County Department of Human Resources at least thirty (30) days prior to the start of the course(s) for each academic term.
- f. The employee must receive a grade of "C," its equivalent, or better to receive tuition

assistance for each course that tuition reimbursement is requested.

- g. The college or university must be an accredited institution as previously defined.

2. General Information

- a. Tuition reimbursement applies toward specific courses, associate and undergraduate degree programs, as well as graduate degree programs as long as the degree program coincides with the employee's position or department.
- b. Tuition assistance does not apply to seminars, workshops, conferences, certifications, or self-help courses.
- c. Due to many educational institutions offering satellite locations and internet capabilities, tuition reimbursement would be extended to those courses associated with an accredited university or college.
- d. All courses must be taken outside regularly scheduled working hours whenever possible. Flexible scheduling may be permitted with prior written approval of the employee's supervisor and/or Department Head/Elected Official. All scheduled hours for courses must be filed with the employee's supervisor and/or Department Head/Elected Official. All courses are subject to approval under the guidelines of this policy.
- e. If a course(s) is not successfully completed (grade of "C", its equivalent, or better), Fairfield County will not provide tuition reimbursement for that course.
- f. An employee who is terminated during current enrollment in the Tuition Reimbursement program through job elimination, a reduction in workforce, or who is transferred within the County will be reimbursed in accordance with the provisions of this policy.
- g. If an employee voluntarily resigns, retires, or is terminated with cause from the County and is currently participating or has participated within the last (3) three years in the tuition reimbursement program, he/she must repay the tuition assistance based on the following schedule:
 - i. 100% repayment of tuition reimbursement received if the employee is no longer employed by Fairfield County within one (1) year or less after the date the course was completed.
 - ii. 75% repayment of tuition reimbursement received if the employee is no longer employed by Fairfield County one (1) or more years but less than two (2) years after the date the course was completed.
 - iii. 50% repayment of tuition reimbursement received if the employee is no longer employed by Fairfield County within two (2) or more years but less than three (3) years after the date the course was completed.
 - iv. 25% repayment of tuition reimbursement received if the employee is no longer employed by Fairfield County three (3) or more years but less than four (4) years after the date the course was completed.
 - v. 0% repayment of tuition reimbursement if the employee is no longer employed four (4) or more years after the date the course was completed.
- h. By participating in the tuition reimbursement program, the employee acknowledges that any tuition assistance due for repayment at the conclusion of their employment will be deducted from their final pay.
- i. Fairfield County reserves the right to suspend or restrict tuition reimbursement at any time based upon the availability of funds. Current approved enrollees will remain eligible for reimbursement for their current approved enrollment period.
- j. Where applications exceed available funds, actions such as the following may be taken:
 - i. Fairfield County may reduce the number of courses or credit hours eligible for tuition

- assistance;
 - ii. Fairfield County may select employees whose learning needs are critical to the county;
 - iii. Fairfield County may set an official, uniformly applied percentage figure as the amount of tuition assistance for which Fairfield County is responsible;
 - iv. Fairfield County may reject any and all applications for tuition assistance;
 - v. Fairfield County may distribute available funds equally among eligible employees or reduce the maximum reimbursement per person.
 - k. Fairfield County may place a cap on the account which funds the Tuition Assistance program when the maximum available funds are utilized. Fairfield County departments may contribute supplemental funding.
3. Taxable Income The use of tuition reimbursement may affect your taxable income. For more information, please consult with a tax advisor.
4. Application Procedure
- a. Courses and degree programs shall be clearly classified as job-related, job-enhancement, and offer technical or skill growth that will enable the employee to perform at a higher level or prepare him/her for advancement within their department.
 - b. Employees seeking tuition reimbursement must present verification from the educational institution of his/her acceptance for the specific degree program or course.
 - c. The employee may contact his/her supervisor or the County Human Resources Department to obtain information on the Tuition Reimbursement Policy and the Tuition Reimbursement Application.
 - d. The employee must fully complete the Tuition Reimbursement Application, attach the course schedule and description as well as the Applicant Statement of Justification/Supervisor Statement of Justification, and receive the necessary signatures for approval prior to submission to County Human Resources.
 - e. Employees that report to appointing authorities other than the Board of Commissioners must have their appointing authority sign the application form prior to submission to County Human Resources.
 - f. Employees under the Board of Commissioners must submit the form to County Human Resources without the appointing authority signature. County Human Resources will ensure completion of the appointing authority or designee's signature.
 - g. The fully completed application (including necessary signatures as defined above) must be received by County Human Resources at least thirty (30) days prior to the beginning of the course(s) for which funds are sought. If the employee has registered for multiple courses, indicate all courses on the application.
 - h. County Human Resources will review all applications to ensure policy requirements are met and funds are available, before approving or denying each application according to policy guidelines.
 - i. County Human Resources will provide a copy of the completed application to the employee and supervisor following the review process.
 - i. All original applications will be retained in the County Human Resources Department.
 - ii. If County Human Resources denies the Tuition Reimbursement Application, the application and a written statement specifying the reason(s) for the action will be returned to the employee and the immediate supervisor.

- iii. An employee, whose request has been denied at any level, may ask for a meeting with the denying party and their immediate supervisor to discuss the reason(s) for denial.

5. Reimbursement Procedure

- a. Employees will only be reimbursed after each course is satisfactorily completed according to policy guidelines.
- b. When the employee has successfully completed the course(s) for which tuition reimbursement was approved, the employee must submit the following documentation to the County Human Resources Department:
 - i. An itemized tuition statement, including tuition and lab costs, indicating full payment (a zero balance) and
 - ii. Grade report of a “C”, its equivalent or better
- c. The County Human Resources Department will complete Section IV of the application and will forward the application and reimbursement form to the Auditor’s Office for processing.
- d. If there are discrepancies or questions with the submitted documents, a delay in reimbursement processing may occur. The County Human Resources Department will contact the employee to rectify the discrepancies within a reasonable time.
- e. With the exception of the original reimbursement page, receipts, and grade information, the original Tuition Reimbursement Application and final documentation will be retained in the County Human Resources Department.

SECTION: 4:13

SUBJECT: WORKERS’ COMPENSATION

Each Appointing Authority participates in the Ohio State Workers’ Compensation Program which is designed to assist workers accidentally injured in the course of and for reasons arising out of the worker’s employment. Employees on Workers’ Compensation leave shall be placed on “inactive” payroll and shall not accrue vacation or sick leave and shall not be paid for holidays. No employee shall receive both workers’ compensation and sick pay. The Appointing Authority shall pay all premiums for Workers’ Compensation Insurance. Any employee who is injured on the job, regardless of how minor the injury appears, must immediately report such injury to the appropriate supervisor and complete the proper form.

An employee may be placed on wage continuation in lieu of workers compensation payments. An employee receiving wage continuation shall not accrue vacation or sick leave. The determination concerning whether an employee will be placed on wage continuation shall be made on a case by case basis.

An employee may be placed into a transitional work program. Transitional work is a program to promote the injured employee’s recovery and return to work process while reducing the costs associated with the work-related injury or illness. Transitional work is a progressive and individualized program. For an employee who has work restrictions, it is an interim step in the physical conditioning and recovery of the employee until they are able to return to their job assignment with no limitations. Transitional work is defined as any temporary job, task, or function or any combination of such that may be performed with restrictions in a safe manner without risk of re-injury. The transitional work may be assigned at a department/location other than the employee’s regularly assigned department. The duration and availability of transitional work will be evaluated on an individual basis and will take into consideration the physical restrictions of the employee and the needs of the department and Appointing Authority.

SECTION: 4:14**SUBJECT: EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Employees who are suffering from any type of personal problem are encouraged to voluntarily seek diagnostic counseling and treatment. These problems include, but are not limited to, alcoholism and other drug misuse, marital, family, gambling, legal, financial, and psychological. No employee suffering from any of these problems will have his/her job security or promotional opportunities jeopardized by requesting diagnosis and treatment.

Any supervisor, who believes that the deteriorating job performance and conduct of an employee is caused by a personal problem, may refer an employee to the EAP. Such referral requests shall be kept confidential. The supervisor should first meet privately with the employee to discuss his/her job performance and conduct only and encourage the employee to seek outside diagnosis and treatment by a professional. (Supervisors should understand that they are not competent or expected to diagnose personal problems or otherwise make judgments about the causes of or treatments for behavioral problems.) It is the employee who is then responsible for accepting and complying with a supervisor's referral. The employee is further responsible for following the treatment prescribed.

If the employee rejects the offer of counseling assistance and job performance and conduct problems are resolved, no further actions will be necessary by the supervisor. However, if the referral to the EAP is rejected by the employee and the job performance and conduct problems continue or recur, the employee shall be subject to disciplinary action.

Nothing herein shall be construed or interpreted so as to relieve an employee with any of the above-described problems of their responsibility for fulfilling the requirements and standards for their job, complying with all work and safety rules, and otherwise maintaining satisfactory job performance. The failure of any employee to meet these performance requirements and standards shall subject him/her to disciplinary action.

SECTION: 4:15**SUBJECT: FAMILY AND MEDICAL LEAVE****Statement of Policy**

Eligible employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993.

Definitions

As used in this policy, the following terms and phrases shall be defined as follows:

Family and/or medical leave of absence: An approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:

1. Upon the birth of an employee's child and in order to care for the child.
2. Upon the placement of a child with an employee for adoption or foster care.
3. When an employee is needed to care for a family member who has a serious health condition.
4. When an employee is unable to perform the functions of his position because of the employee's own serious health condition.

5. Qualifying service member leave.

Service Member Leave: The spouse, parent or child of a member of the U.S. military service is entitled to twelve (12) weeks of FMLA leave due to qualifying exigencies of the service member being on “covered active duty” or receiving a “call to covered active duty.” In addition, a spouse, child, parent or next of kin (nearest blood relative) of a service member is entitled to up to twenty-six (26) weeks of leave within a “single twelve (12)-month period” to care for a service member with a “serious injury or illness” sustained or aggravated while in the line of duty on active duty. The “single twelve (12)-month period” for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

1. “Per year”: A rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the employer will compute the amount of leave the employee has taken under this policy, and subtract it from the twelve (12) weeks of available leave. The balance remaining is the amount the employee is entitled to take at the time of the request. For example, if an employee used four (4) weeks of FMLA leave beginning February 4, 2009, four weeks beginning June 1, 2009, and four weeks beginning December 1, 2009, the employee would not be entitled to any additional leave until February 4, 2010.
2. “Serious health condition”: Any illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care.
 - b. Any period of incapacity of more than three consecutive calendar days that also involves:
 - i. Two or more treatments by a health care provider, the first of which must occur within seven (7) days of the first day of incapacity and both visits must be completed within thirty (30) days; or
 - ii. Treatment by a health care provider on a single occasion that results in a regimen of continuing treatment under the supervision of a health care provider.
 - c. Any period of incapacity due to pregnancy or for prenatal care.
 - d. A chronic serious health condition which requires at least two “periodic” visits for treatment to a health care provider per year and continues over an extended period of time. The condition may be periodic rather than continuing.
 - e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e. terminal stages of a disease, Alzheimer’s disease, etc.).
 - f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three days absent medical intervention. (i.e. chemotherapy, dialysis for kidney disease, etc.).

Licensed Health Care Provider: A doctor of medicine, doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and others as specified by law

Family Member: Spouse, child, parent or a person who stands “in loco parentis” to the employee.

Covered Service Member: Means either:

1. A current member of the Armed Forces, including a National Guard or Reserve Member, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or
2. A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a National Guard or Reserves Member, at any time during the five years preceding the date the eligible employee takes FMLA

leave to care for the covered veteran.

3. Note: An individual who was a member of the Armed Forces (including National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to March 8, 2013, the period of October 28, 2009 and March 8, 2013, shall not count toward the determination of the five-year period for covered veteran status.

Outpatient Status: The status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving outpatient medical care.

Next Of Kin: The term “next of kin” used with respect to a service member means the nearest blood relative of that individual.

Serious Injury or Illness: Purposes for the 26-week military caregiver leave means either:

1. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and,
2. In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
 - a. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
 - b. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - c. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - d. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Covered Active Duty” or “call to covered active duty:

1. In the case of a member of a Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. (Active duty orders of a member of the Regular components of the Armed Forces generally specify if the member is deployed to a foreign country.”
2. In the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to specific sections of the U.S. Code, as outlined in 29 CFR § 825.126.

Deployment to a foreign country: Deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the U.S., including international waters.

Qualifying Exigency: (For purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:

1. Up to seven days of leave to deal with issues arising from a covered military member's short notice deployment, (which is a deployment on seven (7) or fewer days' notice).
2. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.
3. Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member.
4. Making or updating financial and legal arrangements to address a covered military member's absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust.
5. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.
6. Rest and recuperation leave of up to fifteen (15) days to spend time with a military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. This leave may be used for a period of 15 calendar days from the date the military member commences each instance of Rest and Recuperation leave.
7. Attending certain post-deployment activities within ninety (90) days of the termination of the covered military member's duty, such as arrival ceremonies, reintegration briefings, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member.
8. Qualifying parental care for military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age, when the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living, as described in 29 C.F.R. § 825.126, and the need arises out of the military member's covered active duty or call to covered active duty status.
9. Any qualifying exigency which arose out of the covered military member's covered active duty or call to covered active duty status.

Leave Entitlement

To be eligible for leave under this policy, an employee must meet all of the following conditions:

1. Worked for the County for at least twelve (12) non-consecutive months, or fifty-two (52) weeks.
2. Actually worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin.
3. Work at a location where the Employer employs fifty (50) or more employees within a seventy-five (75) mile radius.
4. The entitlement to FMLA leave for the birth or placement for adoption or foster care expires at the end of the twelve (12) month period following such birth or placement.
5. Spouses who are both employed by the County are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, and for the care of certain family members

with serious health conditions.

Use of Leave

The provisions of this policy shall apply to all family and medical leaves of absence as follows:

Generally: An employee is only entitled to take off a total of twelve (12) weeks of leave per year under the FMLA. As such, employees will be required to utilize their accumulated unused paid leave (sick, vacation, etc.) in conjunction with their accumulated unused unpaid Family Medical Leave. Employees will be required to use the type of accumulated paid leave that best fits the reason for taking leave. **Sick leave use under the FMLA must be medically necessary and follow the relevant sick leave policy.** ~~and must comply with all procedures for requesting that type of leave as stated in the relevant policy.~~ Any time off that may legally be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.

Birth of An Employee's Child: An employee who takes leave to give birth must first use all available accrued paid leave prior to using unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy or post-partum recovery period, the employee will be required to exhaust all ~~of her~~ sick leave prior to using unpaid leave for the remainder of the twelve (12) week period. **Sick leave use under the FMLA must be medically necessary and follow the relevant sick leave policy**

Bonding, Placement of a Child for Adoption or Foster Care: An employee who takes leave for **bonding time, related to the** birth, adoption or foster care placement, eligible leave options are ~~the placement of a child for adoption or foster care must first use all available accrued paid~~ **vacation, personal, wellness, and comp** leave prior to using unpaid leave for the remainder of the twelve (12) week period.

Employee's Serious Health Condition or Family Member's Serious Health Condition: An employee who takes leave because of his serious health condition or the serious health condition of his family member must use all available accrued paid sick, comp, and vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.

FMLA and Disability/Workers' Compensation

An employee who is eligible for FMLA leave because of his own serious health condition may also be eligible for workers' compensation if the condition is the result of workplace accident or injury. Regardless of whether the employee is using worker's compensation benefits, the Employer may designate the absence as FMLA leave, and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these may be compensated absences, if the employee participates in the worker's compensation program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the employer require him to do so, while the employee is receiving compensation from such a program.

Procedures for Requesting FMLA Leave

Requests for FMLA leave must be submitted to both Sedgwick, the county's FMLA administrator ("Sedgwick") and the Employer at least thirty (30) days prior to taking leave or as soon as practicable prior to the commencement of the leave. You may contact Sedgwick at 1-888-436-9530 or <https://timeoff.sedgwick.com>. If the employee fails to provide thirty (30) days' notice for foreseeable leave

with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the employer receives notice. The employee must follow the regular reporting procedures for each absence.

FMLA requests must be submitted on a standard leave form prescribed. Sedgwick and the Employer will determine whether the leave qualifies as FMLA leave, designate any leave that counts against the employee's twelve (12) week entitlement, and notify the employee that the leave has been so designated.

When an employee needs foreseeable FMLA leave, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the Employer's operations.

Certification of Need for FMLA Leave for Serious Health Condition

An employee requesting FMLA leave due to his family member's serious health condition must provide a doctor's certification of the serious health condition, which must designate that the employee's presence is reasonably necessary. Such certification shall be submitted at the time FMLA leave is requested, or if the need for leave is not foreseeable, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation at the time FMLA leave is requested. The Employer, at its discretion, may require the employee to sign a release of information so that a representative other than the employee's immediate supervisor can contact the medical provider. If the medical certification is incomplete or insufficient, the employee will be notified of the deficiency and will have seven (7) calendar days to cure the deficiency.

The Employer may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the Employer. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the Employer. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Employer and the employee. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

Employees who request and are granted FMLA leave due to serious health conditions may be required to provide the Employer periodic written reports assessing the continued qualification for FMLA leave. Further, the Employer may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.), or if the employer receives information that casts doubt on the employee's stated reason for the absence. The employee must provide the requested additional reports to the Employer within fifteen (15) days.

Certification for Leave taken because of a Qualifying Exigency

The Employer may request that an employee provide a copy of the military member's active duty orders to support the request for qualifying exigency leave. Such certification for qualifying exigency leave must be supported by a certification containing the following information: statement or description of appropriate facts regarding the qualifying exigency for which leave is needed; approximate date on which the qualifying exigency commenced or will commence; beginning and end dates for leave to be taken for a single continuous period of time; an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; appropriate contact information for the third party if the qualifying exigency requires meeting with a third party and a description of the meeting; and, if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders, or other documentation issued by the military which indicates the military member

has been granted Rest and Recuperation leave, and the dates of the military member's Rest and Recuperation leave.

Intermittent/Reduced Schedule Leave

When medically necessary, an employee may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee unless specifically authorized in writing by the Appointing Authority. Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave, or, as soon as practicable.

To be entitled to intermittent leave, the employee must, at the time such leave is requested, submit additional certification as prescribed by the Employer establishing the medical necessity for such leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts supporting the medical necessity for taking FMLA leave on an intermittent or reduced schedule basis. In addition, an employee requesting foreseeable intermittent or reduced schedule FMLA leave may be required to meet with the Appointing Authority or designee to discuss the intermittent or reduced schedule leave.

An employee who requests and is granted FMLA leave on an intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay, and benefits if the alternative position would better accommodate the intermittent or reduced schedule. An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations.

Employee Benefits

Except as provided below, while an employee is on FMLA leave, the Employer will continue to pay its portion of premiums for any life, medical, and dental insurance benefits under the same terms and conditions as if the employee had continued to work throughout the leave. The employee continues to be responsible for the payment of any contribution amounts he would have been required to pay had he not taken the leave, regardless of whether the employee is using paid or unpaid FMLA leave. Employee contributions are subject to any change in rates that occurs while the employee is on leave.

The Employer will not continue to pay the Employer portion of premiums for any life, medical, and dental insurance benefits if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums or if the employee's payment for his portion of the premium is late by more than thirty (30) days. If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the Employer may seek reimbursement from the employee for any amounts paid by the Employer for insurance benefits the employee received through the Employer during any period of unpaid FMLA leave. Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.

FMLA leave, whether paid or unpaid, will not constitute a break in service. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the

employee held immediately prior to the commencement of FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits which are based on length of service. However, specific leaves times (i.e. sick, vacation, and personal leave and holidays) will not accrue during any period of unpaid FMLA leave.

Reinstatement

An employee on FMLA leave must give the Employer at least two business days' notice of his intent to return to work, regardless of the employee's anticipated date of return. Employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave except that if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility, and authority and which carries equivalent status, pay, benefits, and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the Employer.

An employee will not be laid off as a result of exercising her right to FMLA leave. However, the Employer will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the agency, the employee would not otherwise be employed at the time reinstatement is requested. An employee on FMLA leave has no greater or lesser right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during her FMLA leave.

Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee's health care provider that the employee is able to perform the essential functions of his position, with or without reasonable accommodation.

Records

All records relative to FMLA leave will be maintained by the Employer and/or Sedgwick as required by law. Any medical records accompanying FMLA leave requests will be kept separate from an employee's regular personnel file. To the extent permitted by law, medical records related to FMLA leave shall be kept confidential. Records and documents created for purposes of FMLA containing family medical history or genetic information as defined by the Genetic Information Nondiscrimination Act of 2008 (GINA) shall be maintained in accordance with the confidentiality requirements of Title II of GINA, which permit such information to be disclosed consistent with the requirements of FMLA.

SECTION: 4:16

SUBJECT: EMPLOYEE RECOGNITION

Fairfield County understands that acknowledgement of exemplary employee performance is important and serves a public purpose in creating an excellent customer service environment. Employees may be recognized for specific work performance, employee motivation, and attitude, and other qualities that demonstrate exemplary employee performance and excellent customer service.

We strongly support recognizing employees for their good work and excellent customer service, but recognize that all appointing authorities and employees must do their part to use every available cost-saving measure to ensure that vital services are not impaired. We encourage and favor finding creative ways to recognize employees in ways that do not cost money or are of de minimis cost. Some examples of this are:

- Office Mascot or Trophy – Share the mascot with someone when they’ve gone above and beyond the call of duty
- Let employees reward one another and express their appreciation
- Give little surprises, such as a letter or note or appreciation
- Employee of the Month – Allow staff nominations and reward with a special parking spot and a certificate
- Tuition Reimbursement Program
- Regularly tell our employees how much you appreciate them!

All appointing authorities, establishing employee recognition programs, should submit proposed policies to Fairfield County Human Resources for comment and review for policy consistency.

SECTION: 4:17

SUBJECT: PAYMENT UPON SEPARATION OF SERVICE

Sick Leave

- A. Upon retirement or resignation from active service with Fairfield County and total public service of at least five (5) years, an employee may elect to be paid for one-quarter (1/4) of their accrued sick leave balance up to a maximum value of thirty (30) days of pay. This payment shall be based on the employee’s rate of pay at the time of retirement or resignation and eliminates all sick leave credits accrued but unused by the employee at the time the payment is made.

Subsequent public employment will begin with a zero-sick leave balance. Sick leave payment under this section may be made only once to a Fairfield County employee. An employee who qualifies for a payout must apply for such payment within thirty (30) days of separation or forfeit right to a payout.

An employee who elects not to receive payment for unused sick leave upon retirement or resignation, will be credited with his/her balance of accumulated sick leave upon reemployment in another public agency within the State of Ohio provided the time between separation and reappointment does not exceed ten (10) years.

- B. Upon death of an employee in active service with Fairfield County and total public service of at least five (5) years, an employee (or his or her estate) may be paid for one-half (1/2) of their accrued sick leave balance up to a maximum value of sixty (60) days of pay. This payment shall be based on the employee’s rate of pay at the time of death.

Vacation

Upon separation from service with the County for any reason, with at least one (1) year of recognized public service, an employee shall be entitled to compensation at **his/her** current rate of pay for all accrued and unused vacation leave up to a maximum of three (3) years of vacation leave. No payouts shall be made to employees during their initial probationary period.

Upon Death

If an employee dies during his tenure of employment, credit for any leaves will be paid to the surviving spouse or to his/her estate, provided the above criteria are met.

Compensatory Time

Upon separation from service, an employee shall be entitled to compensation for all accrued but unused compensatory time.

SECTION: 4:18
SUBJECT: PERSONAL LEAVE

All county employees (except seasonal employees) shall be granted three personal leave days per calendar year. There will be no carryover of personal leave days. Personal leave days will be prorated based upon an employee's actual working schedule, for example, a part-time employee working 30 hours a week will receive a total of 18 hours, a full-time employee working 40 hours will receive 24 hours. Prior approval will be required to utilize personal leave and use must be reflected in employee timekeeping. New employees hired before July 1st shall be entitled to the full three days of personal leave. New employees hired after July 1st shall receive one day of personal leave.

One additional personal leave day may be granted to an employee who receives an overall Exceeds Standards on their annual performance appraisal. The employee's performance appraisal must be completed on the approved Fairfield County appraisal tool and the completed performance appraisal included within the employee's personnel file. The additional personal leave day shall be awarded and used under the same terms as outlined within the personal leave policy.

Fairfield County Compensation Plan Policies and Procedures
Addendum "A" to the Fairfield County Personnel Policy Manual

Effective February 28, 2017; Updated February 1, 2019.

1. All employees of Fairfield County should be paid a salary or wage consistent with the Compensation Plan adopted by the Board of County Commissioners. Such plan was developed in accordance with market rates as identified in independent studies and identified in multiple association wage surveys. The Compensation Plan identifies a minimum and a maximum range for job classifications. The compensation schedule for job classifications is on file with Fairfield County Human Resources.
2. The implementation of the February 28, 2017 plan provides for employees who are currently in a classification that is being moved to a higher pay range to receive an increase to either the minimum of the new pay range or an increase of 5%, whichever is greater for classifications in pay ranges 1-6 and an increase to either the minimum of the new pay range or an increase of 10%, whichever is greater for pay ranges 7 and above.
3. Redlining at the maximum rate of the pay range will go into effect January 1, 2018. Redlining occurs when an employee reaches the maximum hourly rate in their range. The employee is not eligible for increases to their hourly rate beyond the maximum for their assigned pay range.
4. The pay schedule of all employees shall be bi-weekly in accordance with the Ohio Revised Code. Amounts will be computed on an hourly basis, including employees exempt from the overtime provisions of the Fair Labor Standards Act. Employees who are considered exempt from overtime will certify a minimum of eighty hours (or prorated to the standard for the department) worked each bi-weekly pay period. Supervisors will confirm with employees whether they are exempt from overtime. Employees eligible for overtime will accrue overtime and/or compensatory time in accordance with the Personnel Policy Manual of Fairfield County.
5. New employees shall be hired at the minimum rate of the appropriate pay range; however, new employees may be hired up to the middle of the pay range based upon exceptional qualifications and/or experience for the classification.
6. When an employee is promoted or re-assigned to a classification in a higher pay range, up to pay range 6, the employee will receive an increase to either the minimum of the new pay range or an increase of 5%, whichever is greater. When an employee is promoted to a classification in pay ranges 7 and above, the employee will receive an increase to either the minimum of the new pay range or an increase of 10%, whichever is greater. No increase in pay will exceed the maximum rate of pay in the range for the new classification. A promoted employee may be hired at the midpoint of the new pay range, if the midpoint is greater than the 5% or 10% increase in pay for promotions, based upon exceptional qualifications.
7. When an employee is involuntarily demoted to a classification in a lower pay range, the employee's rate of pay shall be reduced to a rate of pay that represents the employee's former rate of pay in the lower pay range. This is the rate that the employee received prior to the promotion.

8. When an employee is voluntarily demoted to a classification in a lower pay range, the employee's rate of pay shall be reduced to a rate of pay that represents either the maximum rate of pay for the new range or the employee will receive a 5% decrease in pay, whichever results in a lower rate of pay.
9. When an employee transfers to a position in the same pay range, the employee will continue to receive the same rate of pay.
10. When an employee is temporarily appointed to a classification in a higher pay range for a period of more than two weeks, the appointing authority or designee will approve a temporary increase in pay equal to the minimum of the higher pay range or a 5% increase in pay, whichever is greater. The employee will revert back to their original rate of pay when the temporary assignment terminates.
11. No decrease will occur for employees temporarily filling a position in a lower pay range.
12. Newly hired or newly promoted employees who have completed their probationary period by November 30 each year shall be eligible for any annual merit increase. Newly hired or newly promoted employees who begin their probationary period after July 1st may be eligible for a merit increase at the successful completion of their probationary period, and thereafter may be eligible on the regular yearly schedule.
13. Annually, each employee will receive a performance appraisal which may result in a merit increase within the budget constraints of the departments. No increase shall result in a rate of pay that exceeds the maximum of an employee's respective pay range after January 1, 2018.
14. Standard merit increases shall be 3.5% for exceeding standards, 2% for meeting standards and 1% for partially meeting standards on the annual performance appraisals. Failing to meet standards will result in no increase for the year.
15. Each appointing authority participating in standard merit pay must follow the Fairfield County Compensation Plan. Appointing authorities must conduct performance appraisals on the county approved performance appraisal tool. All appointing authorities shall file a summary document with Human Resources that includes employee name, date of performance appraisal and rating on the performance appraisal. All performance appraisals should be maintained in employee personnel files and should be completed by November 30th.
16. No hourly increases above the maximum will be granted after the 2017 review period. After this period, all redlined employees will receive a one-time supplement to their pay based upon the outcome of their performance appraisal. Supplements will not exceed the percentage of increase provided for merit increases. Redlined employees will not experience an increase in their hourly rate of pay.

17. At the discretion of the appointing authority, merit increases may be suspended when the annual budget authorized by the Board of Commissioners does not support merit increases.
18. The compensation plan recognizes that compensation may be set by contract for certain county boards and offices.
19. A public service recognition credit shall be paid to employees for their milestone public service anniversaries. Employees who achieve 5, 10, 15, 20, 25, 30, 35, or 40 years of public service shall be eligible. The public service recognition credit is compensation and shall constitute a payment of \$50 per year of public service and is payable on a pay period in December. An employee must be in active pay status at the time of payment to be eligible for the public service recognition credit.



**PUBLIC RECORDS POLICY
OF
FAIRFIELD COUNTY
COMMISSIONERS
Fairfield County, Ohio**

Fairfield County Commissioners' Public Records Policy

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Introduction:

This Public Records Policy is adopted by the Fairfield County Commissioners in accordance with the applicable provisions of House Bill 9 (126th General Assembly), primary authority being Ohio Revised Code Chapter 149. **This policy is not intended to be legal advice.** It is the policy of this office to strictly adhere to the state's Public Records Act as well as other state and federal laws. The office of the Fairfield County Commissioners is sometimes referred to herein as "the office" or "this office".

The Public Records Act imposes two primary obligations upon public offices:

- Provide prompt inspection of public records; and
- Provide copies of public records within a reasonable period of time.

These obligations, in turn, provide the public with two primary rights:

- The right to prompt inspection of public records; and
- The right to copies within a reasonable period of time.

The Public Records Act evolved from the principle that Ohio's citizens are entitled to access the records of their government. To advance that principle, the Public Records Act is to be interpreted³ liberally in favor of disclosure.⁴ Additionally, the exemptions to the Public Records Act, which are discussed more fully later, should be narrowly construed.⁵ In summary, whenever possible, the Public Records Act and its exemptions should be construed liberally in favor of giving the public utmost access to their records.

For public records requests please contact

Rachel Elsea, Commissioners' Clerk
210 East Main Street, Room 301
Lancaster, Ohio 43130
(740) 652-7090
rachel.elsea@fairfieldcountyohio.gov

¹ *State ex rel. Warren Newspapers v. Huston* (1994), 70 Ohio St.3d 619.

² *White v. Clinton Cty. Bd. Of Cmsrs.* (1996), 76 Ohio St. 3d 416; *State ex rel. Patterson v. Ayers* (1960)., 171 Ohio St. 369.

³ *Huston*, 70 Ohio St. 3d 619.

Section 1 PUBLIC RECORDS

Under Ohio law, a public office may only create records that are “necessary for the adequate and proper documentation of the organization, functions, policies, decisions, procedures and essential transactions of the agency and for the protection of the legal and financial rights of the state and persons directly affected by the agency’s activities.”⁶

Section 1.1 Public Record Definition

In accordance with the Ohio Revised Code and court rulings, a record is defined as any item kept⁷ by a public office that meets all of the following:

- Is stored on a fixed medium, (such as paper, electronic – including but not limited to e-mail, and other formats);
- Is created or received by, or sent under the jurisdiction of a public office;
- Documents the organization, functions, policies, decisions, procedures, operations, or other activities of the office.⁸

If any of these three requirements is absent, the item is not a “record” and therefore not a public record.

Furthermore, a public office is not required to create new records to respond to a public records request, even if it is only a matter of compiling information from existing records.⁹

Section 1.2 Exemptions to Public Records Law

Generally, the confidential nature of certain types of information or records precludes their release. Federal and state law provides numerous exceptions to the general rule that disclosure of public records is mandatory. However, most of the exceptions do not, by themselves, prohibit the release of the prescribed records. Rather, these records merely are excluded from the general rule of mandatory disclosure.¹⁰

In the event a request is made to inspect or obtain a copy of a record maintained by this office whose release may be prohibited or exempted by either state or federal law, the request shall be forwarded to the County Prosecutor for research and/or review. The requester shall be advised that their request is being reviewed by the County Prosecutor to ensure that protected exempted information is not improperly released.

⁶ ORC §149.40

⁷ *State ex rel. Cincinnati Enquirer v. Cincinnati Bd. Of Educ’n.* (2003), 99 Ohio St. 3d 6, 2003 (materials related to superintendent search were not “public records” where neither board nor search agency kept such materials).

⁸ ORC §149.011(G)

⁹ *State ex rel. White v. Goldsberry* (1999), 85 Ohio St. 3d 153; *State ex rel. Warren v. Warner* (1999), 84 Ohio St. 3d 43.2

¹⁰ *Henneman v. Toledo* (1988), 35 Ohio St. 3d 241.

Records, whose release is found to be prohibited or exempted by either state or federal law, or not considered public records as defined by ORC §149.43(A)(1), shall NOT be subject to public inspection.

Please see *Appendix A* for a list of records that may not be subject to release per ORC §149.43 (A)(1), *Appendix B* for a list of the most common express exemptions in Ohio law, and finally, *Appendix C* for a non-exhaustive list of express exemptions found throughout the Ohio Revised Code.

SECTION 2 PUBLIC RECORD REQUESTS

All public records maintained by this office shall be promptly made available for inspection to any person during regular business hours as well as a copy of the current record retention schedule of this public office. Each request for public records should be evaluated for a response using the following guidelines:

Section 2.1 Identification of Public Record

Although no specific language is required to make a request, the requester must at least identify the records requested with sufficient clarity to allow this public office to identify, retrieve, and review the records. If a requester makes an ambiguous or overly broad request for public records such that this office cannot reasonably identify the exact public records being requested, then this office may deny the request. In such case, this office will provide the requester with an opportunity to revise the request by informing the requester of the manner in which records are maintained by this office and accessed in the ordinary course of this office's duties.¹¹

Section 2.2 Format of Request

This public office or the person responsible for public records may ask a requester to make the request in writing, may ask for the requester's identity, and may inquire about the intended use of the information requested, **but only after all of the following occur:**

- Disclosure to the requester that a written request is not mandatory;
- Disclosure to the requester that the requester may decline to reveal the requester's identity or intended use;
- Determination by this public office that a written request or disclosure of the identity or intended use would benefit the requester by enhancing the ability to identify, locate, or deliver the public records sought by the requester.¹²

¹¹ ORC §149.43(B)(2)

¹² ORC §149.43(B)(5)

Section 2.3 Choice of Medium

The public records law allows a person to choose the medium upon which they would like a record to be duplicated.¹³ The requester can choose to have the record (1) on paper, (2) in the same form as this public office keeps it (e.g., on computer disk), or (3) on any medium upon which this public office determines the record can “reasonably be duplicated as an integral part of the normal operations of the public office.”¹⁴

Section 2.4 Response Time to Request

Public records must be available for inspection during regular business hours and made available for inspection promptly. Copies of public records must be made available within a reasonable period of time. However, under current Ohio law, there is no defined period of time by which a public records request must be completed. Instead, appropriate (prompt and reasonable) response times will vary depending on different factors, including, but not limited to all of the following:

- The circumstances of this public office at the time of the request;
- The breadth of the request;¹⁵
- Whether legal evaluation of the responsive records is required before release.¹⁶

Section 2.5 Prohibition Against Requesters Right to Make Copies Themselves

A requester seeking copies of public records is not permitted to make their own copies of the requested records by any means.¹⁷ This measure is to protect the integrity of the original document.

Section 2.6 Limit to Number of Requests by Mail for Commercial Purposes

This office may limit the number of records requested by a person that the office will transmit by United States mail to ten per month, unless the person certifies to the office in writing that the person does not intend to use or forward the requested records, or the information contained in them, for commercial purposes. (The scope of the word “commercial” is to be narrowly construed and does not include reporting or gathering news, reporting or gathering information to assist citizen oversight or understanding of the operation or activities of government, or nonprofit education research.)¹⁸

¹³ ORC §149.43(B)(6); *State ex rel. Dispatch Printing Co. v. Morrow County Prosecutor’s Office*(2005), 105 Ohio St. 3d 172.

¹⁴ ORC §149.43(B)(6)

¹⁵ *State ex rel. Gibbs v. Concord Twp. Trustees* (2003), 152 Ohio App. 3d 387.

¹⁶ *State ex rel. Taxpayers Coalition v. City of Lakewood* (1999), 86 Ohio St.3d 385.

¹⁷ ORC §149.43(B)(6)

¹⁸ ORC §149.43(B)(7)

Section 2.7 Requests by Incarcerated Persons

This office is not required to permit a person who is incarcerated pursuant to a criminal conviction or a juvenile adjudication to inspect or to obtain a copy of any public record concerning a criminal investigation or prosecution or concerning what would be a criminal investigation or prosecution if the subject of the investigation or prosecution were an adult, unless the request to inspect or to obtain a copy of the record is for the purpose of acquiring information that is subject to release as a public record under this section and the judge who imposed the sentence or made the adjudication with respect to the person, or the judge's successor in office, finds that the information sought in the public record is necessary to support what appears to be a justiciable claim of the person.¹⁹ All such requests must be forwarded to the Fairfield County Prosecutor for review and response.

Section 3 DENIAL OF PUBLIC RECORD REQUESTS

If a request is ultimately denied, in part or in whole, this office shall provide the requester with an explanation, including legal authority, setting forth why the request was denied. Further, if the initial request was provided in writing, the explanation shall be provided to the requester in writing.²⁰

Section 3.1 Denial of an Ambiguous or Overly Broad Request for Public Record

If a requester makes an ambiguous or overly broad request or has difficulty in making a request for copies or inspection of public records such that this public office cannot reasonably identify what public records are being requested:

- This public office may deny the request.
- However, this office shall provide the requester with an opportunity to revise the request by informing the requester of the manner in which records are maintained in the ordinary course of business.²¹

Section 3.2 Denial of a Public Record Not Maintained by this Office

If this office receives a request for a record that it does not maintain or the request is for a record which is no longer maintained, the requester shall be so notified in writing, which may include utilizing Form PR-1, that one of the following applies:

- The request involves records that have never been maintained by this office (*if appropriate this office will direct you to the proper office*);

¹⁹ ORC 149.43(B)(8)

²⁰ ORC 149.43(B)(3)

²¹ ORC §149.43(B)(2)

- The request involves records that are no longer maintained or have been disposed of or transferred pursuant to applicable Schedules of Record Retention and Disposition (RC-2);
- The request involves a record that has been disposed of pursuant to an Application of the One-Time Records Disposal (RC-1);
- If the record that is requested is not a record used or maintained by this office, the requester shall be notified that this office is under no obligation to create records to meet public record requests (*however, if applicable this office will inform you of how the information requested is organized*).

Section 3.3 Denial of a Public Record Maintained by this Office

This office may deny a request for a record maintained by this office if the record that is requested is prohibited from release due to applicable state or federal law.

- If the record request is denied in its entirety:
 - If it utilizes the Form PR-1, then this office may check the appropriate box on Form PR-1 if the employee is simply applying the statutory exclusion.
 - This office shall consult the County Prosecutor if the employee is unsure if the record requested is exempt from disclosure.
- If only part of the record is not subject to release, this office will redact such information and release the non-exempted information:
 - “Redaction” means obscuring or deleting any information that is exempt from the duty to permit public inspection or copying from an item that otherwise meets the definition of a “record.”²²
 - If it utilizes the Form PR-1, then this office will check the appropriate box on Form PR-1 and cite the exemption from Appendix A, B, or C with the corresponding redaction.
 - This office shall consult the County Prosecutor if the employee is unsure if a part of the record requested is exempt from disclosure.

As custodians of public records, this office has a responsibility to maintain the integrity of the records. As such, any response that includes redactions should be made on a copy of the original record to preserve the authenticity and accuracy of the original document.

The explanation cited shall not preclude this public office from relying upon additional reasons or legal authority in defending an action commenced pursuant to ORC §149.43.

²² ORC §149.43(A)(11)

Section 4 COSTS FOR PUBLIC RECORDS

Generally, a requester is only required to pay this office for the actual cost of reproduction. Employee time will not be calculated into the “actual cost” charge. However, in some circumstances, it is permissible for this office to have an outside contractor make copies and recover the cost of the service directly from the requester.²³ This office may employ the services of a private contractor to produce copies as long as the decision to do so is reasonable.²⁴

Section 4.1 Payment in Advance

This office may require a requester to pay in advance the cost involved in providing the copy of the public record, as requested.²⁵ For photocopies of either letter or legal sized documents, the fee shall be the actual cost per photocopy but in all events no less than five cents per page. If video tapes, cassette tape or any other type of media is requested, the fee shall be the replacement cost or reproduction cost (copying costs if outside vendor is necessary).

Section 4.2 Delivery Costs to be Paid in Advance

Requesters may ask that documents be mailed or transmitted to them within a reasonable period of time after this office receives the request for a copy. This public office may require the person making the request to pay in advance the cost of postage if the copy is transmitted by U.S. mail or the cost of delivery if the copy is transmitted other than by U.S. mail, and to pay in advance the costs incurred for other supplies (envelope, etc) used in the mailing, delivery, or transmission.²⁶

Section 5 Email

Documents in electronic mail format are records as defined by the Ohio Revised Code when their content relates to the business of the office. Email is to be treated in the same fashion as records in other formats and should follow the same retention schedules.

Section 5.1 Public Email Accounts

- Records in public email accounts used to conduct public business are subject to disclosure, and all officials, employees, or other representatives of this office are instructed to retain such e-mails that relate to public business in accordance with this public office’s record retention schedule.

²³ *Huston*, 70 Ohio St. 3d 619.

²⁴ *State ex rel. Gibbs*, 152 Ohio App .3d. 387.

²⁵ ORC 149.43(B)(6)

²⁶ ORC §149.43(B)(7)

- Records in public email accounts used while on county computers not used to conduct public business, while strongly prohibited by this office's policies and procedures are not subject to disclosure.²⁷

Section 5.2 Private Email Accounts

- Records in private email accounts used to conduct public business on public property (i.e. county computers) may be subject to disclosure, and all officials, employees, or other representatives of this office are instructed to retain such private emails should they relate to public business.²⁸

Such emails from private account should be treated as records of this office, retaining them per established schedules, and making them available for inspection and copying in accordance with the Public Records Act.

Section 6 FAILURE TO RESPOND TO A PUBLIC RECORDS REQUEST

This office recognizes that the failure to properly respond to a public records request not only causes distrust in government but may also lead to legal consequences.

If a requester feels they have been improperly denied access to public records due to the inability to inspect or to receive a copy of a record, the requester shall be advised that they may:

- Contact this public office's senior representative.

If the requester is still not satisfied, they shall be advised the Ohio Revised Code provides a legal means for addressing their complaint.

²⁷ *State ex rel. Wislon- Simmons v. Lake County Sheriff's Dept.* (1998), 82 Ohio St. 3d 37. (Court holds that the requested e-mail consisting of racist slurs, although reprehensible, does not serve to document the organization, functions, policies, decisions, procedures, operations, or other activities of the sheriff's department).

²⁸ Case law is undecided as to private email use on county property. Therefore county employees are cautioned against using private email accounts for public business, particularly when such email is created from county computer usage.

APPENDIX A

The Express Exemption

In accordance with Ohio Revised Code §149.43, “Public record” does not mean any of the following:

(a) Medical records;

“Medical record” means any document or combination of documents, except births, deaths, and the fact of admission to or discharge from a hospital, that pertains to the medical history, diagnosis, prognosis, or medical condition of a patient and that is generated and maintained in the process of medical treatment.

(b) Records pertaining to probation and parole proceedings or to proceedings related to the imposition of community control sanctions and post-release control sanctions;

(c) Records pertaining to actions under section 2151.85 and division © of section 2919.121 of the Revised Code and to appeals of actions arising under those sections;

(d) Records pertaining to adoption proceedings, including the contents of an adoption file maintained by the department of health under section 3705.12 of the Revised Code;

(e) Information in a record contained in the putative father registry established by section 3107.062 of the Revised Code, regardless of whether the information is held by the department of job and family services or, pursuant to section 3111.69 of the Revised Code, the office of child support in the department or a child support enforcement agency;

(f) Records listed in division (A) of section 3107.42 of the Revised Code or specified in division (A) of section 3107.52 of the Revised Code;

(g) Trial preparation records;

“Trial preparation record” means any record that contains information that is specifically compiled in reasonable anticipation of, or in defense of, a civil or criminal action or proceeding, including the independent thought processes and personal trial preparation of an attorney.

(h) Confidential law enforcement investigatory records;

“Confidential law enforcement investigatory record” means any record that pertains to a law enforcement matter of a criminal, quasi-criminal, civil, or administrative nature, but only to the extent that the release of the record would create a high probability of disclosure of any of the following: 1) The identity of a suspect who has not been charged with the offense to which the record pertains, or of an information source or witness to whom confidentiality has been reasonably promised; 2) Information provided by an information source or witness to whom confidentiality has been reasonably promised, which information would reasonably tend to disclose the source’s or witness’s identity; 3) Specific confidential investigatory techniques or procedures or specific investigatory work product; or 4) Information that would endanger the life or physical safety of law enforcement personnel, a crime victim, a witness, or a confidential information source.

(i) Records containing information that is confidential under section 2710.03 or 4112.05 of the Revised Code;

(j) DNA records stored in the DNA database pursuant to section 109.573 of the Revised Code;

(k) Inmate records released by the department of rehabilitation and correction to the department of youth services or a court of record pursuant to division (E) of section 5120.21 of the Revised Code;

(l) Records maintained by the department of youth services pertaining to children in its custody released by the department of youth services to the department of rehabilitation and correction pursuant to section 5139.05 of the Revised Code;

(m) Intellectual property records;

“Intellectual property record” means a record, other than a financial or administrative record, that is produced or collected by or for faculty or staff of a state institution of higher learning in the conduct of or as a result of study or research on an educational, commercial, scientific, artistic, technical, or scholarly issue, regardless of whether the study or research was sponsored by the institution alone or in conjunction with a governmental body or private concern, and that has not been publicly released, published, or patented.

(n) Donor profile records;

“Donor profile record” means all records about donors or potential donors to a public institution of higher education except the names and reported addresses of the actual donors and the date, amount, and conditions of the actual donation.

(o) Records maintained by the department of job and family services pursuant to section 3121.894 of the Revised Code;

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(p) Peace officer, parole officer, prosecuting attorney, assistant prosecuting attorney, correctional employee, youth services employee, firefighter, or EMT residential and familial information;

“Peace officer, parole officer, prosecuting attorney, assistant prosecuting attorney, correctional employee, youth services employee, firefighter, or EMT residential and familial information” (hereto after referred to the protected class employee) means any information that discloses any of the following about such a protected class employee:

- (1) The address of the actual personal residence of a protected class employee, except for the state or political subdivision in which the protected class employee resides;
- (b) Information compiled from referral to or participation in an employee assistance program;
- (c) The social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of, or any medical information pertaining to a protected class employee;
- (d) The name of any beneficiary of employment benefits, including, but not limited to, life insurance benefits, provided to a protected class employee’s employer;
- (e) The identity and amount of any charitable or employment benefit deduction made by the protected class employee’s compensation unless the amount of the deduction is required by state or federal law;
- (f) The name, the residential address, the name of the employer, the address of the employer, the social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of the spouse, a former spouse, or any child of a protected class employee;
- (g) A photograph of a peace officer who holds a position or has an assignment that may include undercover or plain clothes positions or assignments as determined by the peace officer’s appointing authority.

**** Please Note**** The applicability of this exemption is being reviewed by the Attorney General’s office.

Further, there is a journalist mechanism by which a journalist can request such information. The request shall include the journalist’s name and title and the name and address of the journalist’s employer and shall state that disclosure of the information sought would be in the public interest.

(q) In the case of a county hospital operated pursuant to Chapter 339 of the Revised Code or a municipal hospital operated pursuant to Chapter 749 of the Revised Code, information that constitutes a trade secret, as defined in section 1333.61 of the Revised Code;

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(r) Information pertaining to the recreational activities of a person under the age of eighteen;
“Information pertaining to the recreational activities of a person under the age of eighteen” means information that is kept in the ordinary course of business by a public office, that pertains to the recreational activities of a person under the age of eighteen years, and that discloses any of the following:

- (1) The address or telephone number of a person under the age of eighteen or the address or telephone number of that person’s parent, guardian, custodian, or emergency contact person;
- (2) The social security number, birth date, or photographic image of a person under the age of eighteen;
- (3) Any medical record, history, or information pertaining to a person under the age of eighteen;
- (4) Any additional information sought or required about a person under the age of eighteen for the purpose of allowing that person to participate in any recreational activity conducted or sponsored by a public office or to use or obtain admission privileges to any recreational facility owned or operated by a public office.

(s) Records provided to, statements made by review board members during meetings of, and all work products of a child fatality review board acting under sections 307.621 to 307.629 of the Revised Code, other than the report prepared pursuant to section 307.626 of the Revised Code;

(t) Records provided to and statements made by the executive director of a public children services agency or a prosecuting attorney acting pursuant to section 5153.171 of the Revised Code other than the information released under that section;

(u) Test materials, examinations, or evaluation tools used in an examination for licensure as a nursing home administrator that the board of examiners of nursing home administrators administers under section 4751.04 of the Revised Code or contracts under that section with a private or government entity to administer;

(v) Records the release of which is prohibited by state or federal law;

(w) Proprietary information of or relating to any person that is submitted to or compiled by the Ohio venture capital authority created under section 150.01 of the Revised Code;

(x) Financial statements and data any person submits for any purpose to the Ohio housing finance agency or the controlling board in connection with applying for, receiving, or accounting for financial assistance from the agency, and information that identifies any individual who benefits directly or indirectly from financial assistance from the agency
;

(y) Records listed in [section 5101.29 of the Revised Code](#);

- (z) Discharges recorded with a county recorder under [section 317.24 of the Revised Code](#), as specified in division (B)(2) of that section;
- (aa) Usage information including names and addresses of specific residential and commercial customers of a municipally owned or operated public utility;
- (bb) Records described in [division \(C\) of section 187.04 of the Revised Code](#) that are not designated to be made available to the public as provided in that division;
- (cc) Information and records that are made confidential, privileged, and not subject to disclosure under divisions [\(B\)](#) and [\(C\) of section 2949.221 of the Revised Code](#);
- (dd) Personal information, as defined in [section 149.45 of the Revised Code](#);
- (ee) The confidential name, address, and other personally identifiable information of a program participant in the address confidentiality program established under [sections 111.41 to 111.47 of the Revised Code](#), including the contents of any application for absent voter's ballots, absent voter's ballot identification envelope statement of voter, or provisional ballot affirmation completed by a program participant who has a confidential voter registration record, and records or portions of records pertaining to that program that identify the number of program participants that reside within a precinct, ward, township, municipal corporation, county, or any other geographic area smaller than the state. As used in this division, "confidential address" and "program participant" have the meaning defined in [section 111.41 of the Revised Code](#);
- (ff) Orders for active military service of an individual serving or with previous service in the armed forces of the United States, including a reserve component, or the Ohio organized militia, except that, such order becomes a public record on the day that is fifteen years after the published date or effective date of the call to order;
- (gg) The name, address, contact information, or other personal information of an individual who is less than eighteen years of age that is included in any record related to a traffic accident involving a school vehicle in which the individual was an occupant at the time of the accident;
- (hh) Protected health information, as defined in [45 C.F.R. 160.103](#), that is in a claim for payment for a health care product, service, or procedure, as well as any other health claims data in another document that reveals the identity of an individual who is the subject of the data or could be used to reveal that individual's identity;
- (ii) Any depiction by photograph, film, videotape, or printed or digital image under either of the following circumstances:

(i) The depiction is that of a victim of an offense the release of which would be, to a reasonable person of ordinary sensibilities, an offensive and objectionable intrusion into the victim's expectation of bodily privacy and integrity; or

(ii) The depiction captures or depicts the victim of a sexually oriented offense, as defined in [section 2950.01 of the Revised Code](#), at the actual occurrence of that offense.

(jj) Restricted portions of a body-worn camera or dashboard camera recording.

APPENDIX B

The “Catch-All” Exemption

If any provision of Ohio or federal law prohibits public disclosure of a certain type of record, a public office must not release it in response to a public records request. A state statute or rule, or a federal statute or regulation may designate the records of certain government offices or particular types of records confidential. Such a designation means those records are not subject to the provisions of the Public Records Act.

Here is a list of some common “catch-all” exemptions:

a. **Attorney-client privileged information.**²⁹

b. **Medical board investigative records.**³⁰

c. **Child abuse reports.**³¹

d. **Student education records** (maintained by public schools, colleges, universities and at private institutions receiving public funding.³² However, student “directory information”³³ is

²⁹ State ex rel. Nix v. Cleveland (1998), 83 Ohio St.3d 379, 1998 Ohio 290, 700 N.E.2d 1; Allright Parking of Cleveland, Inc. v. Cleveland (1992), 63 Ohio St.3d 772, 591 N.E.2d 708; etc.

³⁰ Ohio Rev. Code Ann. §4731.22(F)(5). State ex rel. Wallace v. State Medical Board of Ohio (2000), 89 Ohio St.3d 431, 732 N.E.2d 960 (Medical Board’s investigative records are not public records).

³¹ Ohio Rev. Code Ann. §2151.421(H). But, see, State ex rel. Strothers v. Wertheim (1997), 80 Ohio St.3d 155, 1997 Ohio 349, 684 N.E.2d 1239 (Ohio Rev. Code Ann. §2151.421(H) is directed to the children services boards or the departments of human services, not to a county ombudsman office); State ex rel. Munici v. Kovacic (June 15, 1994), Cuyahoga App. No. 64818, 1994 Ohio App. LEXIS 2612 (police investigatory reports are not governed by Ohio Rev. Code Ann. §2151.421).

³² The Family Educational Right to Privacy Act (“FERPA” or “Buckley Amendment”), 20 U.S.C. §1232g; Ohio Rev. Code Ann. §3319.321; United States v. Miami University (2000), 91 F.Supp.2d 1132, 2000 U.S. Dist. LEXIS 3345 (student disciplinary records are exempt under FERPA). But, cf., State ex rel. The Miami Student v. Miami University (1997), 79 Ohio St.3d 168, 1997 Ohio 386, 680 N.E.2d 956 (student disciplinary records are not student “education records” that are exempt from disclosure but, see, Phillips v. Village of Carey (Aug. 3, 2000), Wyandot App. No. 16-99-11, 2000 Ohio 1733, 2000 Ohio App. LEXIS 3675 (release of high school graduate’s transcript to his employer to verify GPA and class rank did not violate graduate’s constitutional rights. However, parent can request any or all information not be disclosed without parent’s prior consent).

³³ FERPA, 20 U.S.C. §1232g; Ohio Rev. Code Ann. §3319.321(B) (regarding Ohio public schools, K-12).

public information unless the student's parent, guardian or custodian of a minor has requested the information not be released without the parent's prior consent.)

e. **Records of a Certified Public Accountant or public accountant** in the performance of an audit of a public office or private entity.³⁴

f. **Ohio Ethics Commission proceedings** on a complaint or charge and certain information provided to the commission are not public record,³⁵ (but letters requesting an opinion of the commission are public record.)³⁶

g. **Taxpayer records** (maintained by the Ohio Department of Taxation³⁷ as well as those maintained by municipal corporations).³⁸

h. **Estate tax returns** (held by the probate court, the Department of Taxation, a county auditor, a county treasurer, the attorney general, or others listed in Ohio Rev. Code Chapter 5731).³⁹

i. **Federal tax returns** and return information filed under the jurisdiction of the Internal Revenue Service.⁴⁰

j. **Criminal background information and other law enforcement information on the LEADS/CCH/NCIC computer database.**⁴¹

k. **Records that have been sealed pursuant to statutorily authorized court order.**⁴²

³⁴ Ohio Rev. Code Ann. §4701.19(B).

³⁵ Ohio Rev. Code Ann. §102.06(F).

³⁶ 1986 Ohio Atty. Gen. Ops. No. 86 069.

³⁷ Ohio Rev. Code Ann. §5703.21.

³⁸ Ohio Rev. Code Ann. §718.13. But, see, 1992 Ohio Atty. Gen. Ops. No. 92 005 (W-2 forms prepared and made by a township as an employer are subject to inspection as a public record).

³⁹ Ohio Rev. Code Ann. §5731.90; 1992 Ohio Atty. Gen. Ops. No. 92-076.

⁴⁰ 26 U.S.C. §6103

⁴¹ 42 U.S.C. §3789g; 28 C.F.R. §20.21, §20.33(a)(3); State ex rel. Multimedia, Inc. v. Snowden (1995), 72 Ohio St.3d 141, 1995 Ohio 248, 647 N.E.2d 1374; also, Ohio Rev. Code Ann. §109.57(D) and (E); Ohio Admin. Code §109:05 1 01; Ohio Admin. Code §4501:2-10-06; 1989 Ohio Atty. Gen. Ops. No. 89 005; State ex rel. Lippett v. Kovacic (1991), 70 Ohio App.3d 525, Cuyahoga App. No. 58243, 591 N.E.2d 422; State ex rel. National Broadcasting Co. v. Cleveland (1992), 82 Ohio App.3d 202, Cuyahoga App. No. 52337, 611 N.E.2d 838. St.3d 382, 2004 Ohio 1581, 805 N.E.2d 1094; c.f. State ex rel. Highlander v. Rudduck (2004), 103 Ohio St.3d 370, 2004 Ohio 4952, 816 N.E.2d 213 (sealing must be made pursuant to lawful authority);

⁴² E.g. Ohio Rev. Code Ann. §2953.52 constitutionality of which was discussed in State ex rel. Cincinnati Enquirer v. Winkler (2004), 101 Ohio St.3d 382, 2004 Ohio 1581, 805 N.E.2d 1094; c.f. State ex rel. Highlander v. Rudduck (2004), 103 Ohio St.3d 370, 2004 Ohio 4952, 816 N.E.2d 213 (sealing must be made pursuant to lawful authority); State ex rel. WBNS v. Dues (2004), 101 Ohio St.3d 406, 2004 Ohio 1497, 805 N.E.2d 1116 (a court may not create its own exemption to the Public Records Act by sealing its records absent an appropriate grant of authority).

- l. **A trade secret** deriving independent value from the fact that it is not generally known and has been the subject of reasonable efforts to maintain its confidentiality.⁴³ (A detailed analysis is needed.)⁴⁴
- m. **“Judicial Mental Process” Privilege created by Ohio case law.**⁴⁵
- n. **Peace officers’ home addresses** (during the pendency of a criminal case in which the officer is a witness or arresting officer).⁴⁶
- o. **Personal and medical records of the mentally retarded and developmentally disabled.**⁴⁷
- p. **Attorney General investigation files relating to consumer protection or charitable trust investigations.**⁴⁸
- q. **Mediation communications.**⁴⁹
 - r. **Employees’ and their family members’ records and documents relating to medical certifications, recertifications or medical histories that have been created for purposes of the Family Medical Leave Act (FMLA)** (are confidential medical records and shall be maintained in separate files/records from normal personnel files.⁵⁰ Should the Americans with

⁴³ Ohio Rev. Code Ann. §1333.61(D). See, also, State ex rel. Besser v. Ohio State University (2000), 87 Ohio St.3d 535, 2000 Ohio 475, 721 N.E.2d 1044 (“Besser I”) (public entity can have its own trade secrets); State ex rel. Lucas County Board of Comm’rs. v. Ohio EPA (2000), 88 Ohio St.3d 166, 2000 Ohio 282, 724 N.E.2d 411; State ex rel. Plain Dealer v. Ohio Dept. of Ins. (1997), 80 Ohio St.3d 513, 1997 Ohio 75, 687 N.E.2d 661; compare, State ex rel. Gannett Satellite Info. Network v. Shirey (1997), 76 Ohio St.3d 1224, 669 N.E.2d 1148 (resumes are not trade secrets of private consultant); State ex rel. Rea v. Ohio Dept. of Education (1998), 81 Ohio St.3d 527, 1998 Ohio 334, 692 N.E.2d 596 (proficiency tests are public records after they have been administered); State ex rel. Dayton Newspapers v. Dayton Board of Education (2000), 140 Ohio App.3d 243, Montgomery App. No. 18247, 747 N.E.2d 255 (resumes of applicants for superintendent not trade secret).

⁴⁴ Ohio Rev. Code Ann. §1333.61(D). State ex rel Toledo Blade Co. v. Ohio Bureau of Workers Compensation (2005), 106 Ohio St.3d 113, 2005 Ohio 3549, 832 N.E.2d 711 (trade secret argument requires allegation of efforts to maintain recovery); State ex rel. Allright Parking of Cleveland, Inc. v. Cleveland (1992), 63 Ohio St.3d 772, 591 N.E.2d 708 (an in camera inspection is necessary to determine whether disputed records contain trade secrets); State ex rel. Lucas County Board of Comm’rs. v. Ohio EPA (2000), 88 Ohio St.3d 166, 2000 Ohio 282, 724 N.E.2d 411; State ex rel. Besser v. Ohio State University (2000), 89 Ohio St.3d 396, 2000 Ohio 207, 732 N.E.2d 373 (“Besser II”) (following in camera inspection, court held documents did not constitute “trade secrets”); State ex rel. Seballos v. School Employees Retirement Sys. (1994), 70 Ohio St.3d 667, 1994 Ohio 80, 640 N.E.2d 829; State ex rel. Dayton Newspapers v. Dayton Board of Education (2000), 140 Ohio App.3d 243, Montgomery App. No. 18247, 747 N.E.2d 255.

⁴⁵ TBC Westlake v. Hamilton County Board of Revision (1998), 81 Ohio St.3d 58, 1998 Ohio 445, 689 N.E.2d 32 (hearing examiner’s report to Board of Tax Appeals is not a public record).

⁴⁶ Ohio Rev. Code Ann. §2921.24(A); in fact, violation of Ohio Rev. Code Ann. §2921.24(A) is a fourth degree misdemeanor. Ohio Rev. Code Ann. §2921.24(D).

⁴⁷ Ohio Rev. Code Ann. §5123.62(T); 1992 Ohio Atty. Gen. Ops. No. 92-071

⁴⁸ Ohio Rev. Code Ann. §1345.05(A)(7) and Ohio Rev. Code Ann. §109.28, respectively. But, see, also, Ohio Rev. Code Ann. §109.34 (nonprofit health care entities proposing to transfer ownership or control of assets to persons exempt from taxation shall provide notice of the proposed transaction to the attorney general and obtain written approval of the transaction. The notice and all other documents or materials submitted pursuant to Ohio Rev. Code Ann. §109.34 are public records provided they meet the definition set forth in Ohio Rev. Code Ann. §149.43).

⁴⁹ Ohio Rev. Code Ann. §2317.023.

⁵⁰ 29 CFR 825.500(g)

Disabilities Act (ADA) also be applicable, then those records shall be maintained consistent with ADA confidentially requirements.)⁵¹

⁵¹ 29 CFR 1630.14(c)(1)

Public Record Request Response Form

(FORM PR-1)

Thank you for your recent public record request. The (public office) will respond in accordance to the applicable provisions of the Ohio Public Records Act.

On (Date) , you requested the following records/ information:

The record/ information requested:

Legal Authority Cited

(if applicable)

- ☐ Is not maintained by this office
(office will attempt to direct requester to correct office)
- ☐ Is overly ambiguous (despite efforts to clarify).
- ☐ Does not exist and/or no obligation to create.
- ☐ Has been disposed pursuant to One Time Records Disposal or pursuant to Retention Schedule.
- ☐ Is not subject to release in its entirety
- ☐ Is subject to release, however the following redactions have been made to protect exempted information (149.43 (B)(1)-(3)):

ORC 149.43 (B)(2)

ORC 149.40

RC-2

(Office needs to cite leg. auth)

Redaction

Legal Authority Cited

Ex. A

149.43(A)(7)(a) Peace Officer Info

Prepared by: _____ Date: _____

If applicable, Legal Review by: _____ Date: _____

**Summary of Proposed Changes to the
Fairfield County Personnel Policy Manual
Effective March 2023**

1. Section 1:5 (page 13-14) Computer, Smartphone, and Information Systems Usage
 - a. Updated to reflect proper password/passphrase construction guidelines.
2. Section 2:11 (pg. 25) Travel, and Expense Reimbursement
 - a. Adjustment from meal allowance of breakfast(\$10), lunch(\$20), and dinner(\$30) to reflect breakfast(\$15), lunch(\$25), and dinner(\$35) to account for increase in food costs.
3. Section 2:11 (pg. 27) Travel, and Expense Reimbursement
 - a. Removal of. *“Employees who earn frequent flyer miles while on travel for the County shall turn those miles in to their appointing authority”* due to the inability to enforce or implement enforcement.
4. Section 2:15 (pg.28-29) Weather Emergency/Closer of Facilities
 - a. Updated to reflect actual practice being carried out in cases of weather emergencies.
5. Section 3:14 (pg. 40) Alcoholism and Drug Abuse
 - a. Updated to reflect the addition of drug and alcohol screening to the preemployment process for all future hires.
6. Section 4:15 (pg. 78) Family and Medical Leave
 - a. Updated to reflect clarification of proper leave accrual options when taking bonding leave related to the birth, adoption or foster care placement.

Prosecutor's Approval Page

Resolution No.

A resolution to approve recommendations and updates to the 2023 Personnel Policy Manual for Fairfield County employees

(Fairfield County Human Resources)

Approved as to form on 3/9/2023 4:16:17 PM by Amy Brown-Thompson,



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

Resolution No. 2023-03.21.s

A resolution to approve recommendations and updates to the 2023 Personnel Policy Manual for Fairfield County employees

(Fairfield County Human Resources)

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 All Adolescent Oasis, Inc. 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 Adolescent Oasis, Inc., 320 Linwood St, Dayton, OH 45405; 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 Adolescent Oasis.

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 Adolescent Oasis, Inc. hereinafter "Provider," whose address is:

Adolescent Oasis, Inc.
320 Linwood St
Dayton, OH 45405

Collectively the "Parties".

Contract ID: 19318882

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 a new break down of per-diem

Per-Diem: 97.29
Maintenance: 70.00
Administration: 27.29

SIGNATURE OF THE PARTIES

Provider: Adolescent Oasis, Inc.

Print Name & Title	Signature	Date
Wesley Phillips II Executive Director		3-13-23

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

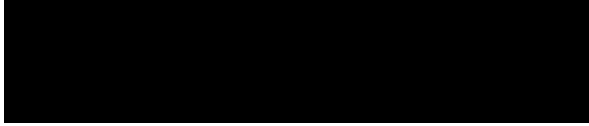
Additional Signatures

Print Name & Title	Signature	Date

**FAIRFIELD COUNTY DEPT. OF JOB & FAMILY SERVICES
CHILDREN SERVICES DIVISION**

239 W. Main St,
Lancaster, OH 43130

INDIVIDUAL PLACEMENT AGREEMENT



This document represents an agreement between FCDJFS, Children Services hereafter referred to as CSD and **Adolescent Oasis, Inc.**, referred to as Vendor for the purchase of foster care services for the above named child. The Vendor agrees to place this child in the licensed foster home of:



The terms of this agreement will be in accordance with the contract between CSD and the Vendor. The Contract is on file at CSD and available for review at the request of the Vendor.

Exceptions and/or additions made for this contract:

- 1) The placement will be in effect beginning:
- 2) The per diem for breakdown is:

MAINTENANCE:	\$70.00
---------------------	---------

ADMINISTRATION:	\$27.29
Case Management:	
Transportation / Administration:	
Transportation / Maintenance:	
Other Direct Services:	
Behavioral Healthcare:	
Other:	

3) The total per diem for this placement will be: \$97.29

4) ALTERNATIVE CARE: _____ Yes _____ No Verified by CSD: _____

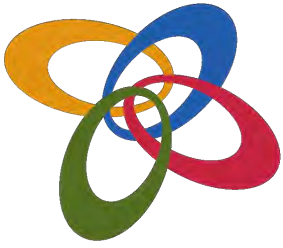
*Maintenance will be paid to the foster parent by the Vendor.

Attachments to this contract include:

Vendor Representative: Michelle Ricardez

Date March 13, 2023

CSD Representative: _____ **Date** _____



A Contract regarding Adolescent Oasis-Amendment between Job and Family Services and

Approved on 3/13/2023 1:19:26 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 3/13/2023 3:10 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 # **23000291 - 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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ADOLESCENT OASIS INC
320 LINWOOD ST STE 1A
DAYTON, OH 45405

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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
937-228-2810				348	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	12959				JOB & FAMILY SERVICES
NOTES					

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

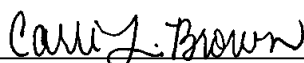
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$9,000.00	\$9,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$9,000.00 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

03/21/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$9,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$9,000.00

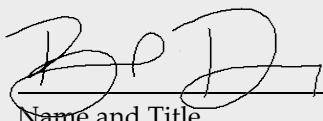
249

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.***

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between All Adolescent Oasis, Inc. and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 3/14/2023 5:50:05 PM by Steven Darnell,

Resolution No. 2023-03.21.t

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between All Adolescent Oasis, Inc. 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 All For You 126, Inc. 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 All For You 126, Inc., 124 Indianola Ave, Dayton, OH 45405; 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 February 1st, 2023 through June 30th, 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 All for You 126, Inc.

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 All for You 126, Inc. hereinafter "Provider," whose address is:

All for You 126, Inc.
124 Indianola Ave
Dayton, OH 45405

Collectively the "Parties".

Contract ID: 19309974

Originally Dated: 07/01/2022 to 06/30/2023

Ohio Department of Job and Family Services

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

Addenda Number 2:

Addenda Reason: Other
Addenda Begin Date: 02/01/2023
Addenda End Date:
Increased Amount:
Article Name:

Addenda Reason Narrative:

Amendment to contract to include a second group home and additional per-diem.

All For You, 126 Group Home (20810) - Address 143 Odin Ave. Dayton, OH 45406

Per-Diem: 475.00

Maintenance: 450.00

Administration: 25.00

SIGNATURE OF THE PARTIES

Provider: All for You 126, Inc.

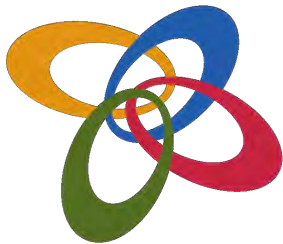
Print Name & Title	Signature	Date
Kenyatta Shaw : Board President	K. Shaw	02.27.2023

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date



A Contract regarding All For You 126-Amendment between Job and Family Services and


Approved on 3/13/2023 1:18:47 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 3/13/2023 3:08:40 PM by Corey Clark, Director of Fairfield County Job & Family Services


Corey Clark, Director
Fairfield County Job & Family Services

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

"All For You 126" ×

Federal Organizations

Enter Code or Name

▼

⋮

Status

☒ Active

☐ Inactive


258

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03/21/2023

258

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.

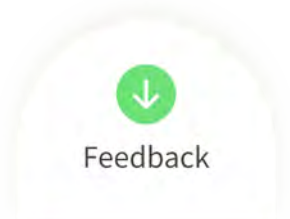
To view Entity Registrations, you must sign in.

Sign In

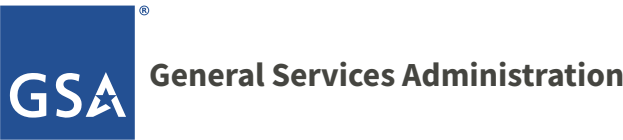
Would you like to include inactive records in your search results?

Yes

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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.



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: **All for You 126**
Date: **3/2/2023 2:33:27 PM**

This search produced the following list of **24** possible matches:

Name/Organization	Address
Alldredge, Aeneas	78 W Brighton Rd
Allen, Alphonse	1205 New Mexico Drive
Alli, Abu	9727 Pratt
Ballenger Russell, Kimberly	5 Lareta Ct.
Carter (All About Learning), Franklin	561 Termes Avenue
Carter (All About Learning, Inc.), Franklin	600 Delaware Avenue
Fallon, Kim	
Goodall, James	1212 North Cross St.
Hall, Kimberly	771 Kiowa Trail
Hall, Ralph	9256 Lisbon St
Kendall, Robert	1801 E. 9th St.
Lee-Hall, Michelle	555 Brunswick Drive
Marshall, Wendy	2549 Hard Road
McCalla, Kathy	643 Orchard Hill Road
McNally, Deborah	202 E. High Street
McNally, Deborah	202 East High Street
McNally, Deborah	202 East Main Street
Mulally, Craig	4834 Camp Road
Randall, Leonard	245 Russo Drive
Randall, Karla	245 Russo Drive
Smalley, David	1292 Chester Way NW
Smalley, Deborah	1292 Chester Way NW
Wallace-Deen, Fredericka	7625 Plainsfield
Waller, Paul	2401 Snow Road, #311

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).

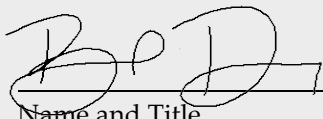
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or 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.***

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.

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 # **23000460 - 01**

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: 001

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ALL FOR YOU 126, INC.
124 INDIANOLA AVE
DAYTON, OH 45405

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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
					446
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	17069				JOB & FAMILY SERVICES
NOTES					

NETWORK BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: NETWORK BOARD AND CARE	1.0	EACH	\$51,000.00	\$51,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$51,000.00 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

03/21/2023

Carri L. Brown

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$51,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$51,000.00

264

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between All For You 126, Inc. and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 3/14/2023 5:57:44 PM by Steven Darnell,

Resolution No. 2023-03.21.u

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between All For You 126, Inc. 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 City of Refuge DBA One Way Farm.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with City of Refuge DBA One Way Farm, 6131 River Road, Fairfield, OH 45014 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 March 1st, 2023 through February 29th, 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 City of Refuge DBA One Way Farm.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor

Ohio Department of Job and Family Services

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

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

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

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

and

City of Refuge DBA One Way Farm, hereinafter "Provider", whose address is:

City of Refuge DBA One Way Farm
6131 River Rd
Fairfield, OH 45014

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
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
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ATTACHMENTS TO THIS AGREEMENT	

RECITALS

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

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

WHEREAS, the Provider is an organization duly organized and validly existing and is 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 **03/01/2023** through **02/29/2024**, 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.
- 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 save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- 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 City of Refuge DBA One Way Farm
6131 River Rd
Fairfield, OH 45014

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: City of Refuge DBA One Way Farm

Print Name & Title	Signature	Date
John Lee Perreault		2-24-2023

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

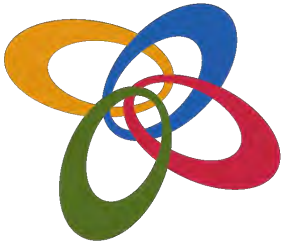
Print Name & Title	Signature	Date

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: City of Refuge DBA One Way Farm / 27790246

Run Date: 02/24/2023
 Contract Period: 03/01/2023 - 02/29/2024

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
One Way Farm Group Home 1 (20931)	7627814		\$238.00	\$11.00							\$249.00	03/01/2023	02/29/2024
One Way Farm Group Home 2 (20932)	7632563		\$238.00	\$11.00							\$249.00	03/01/2023	02/29/2024
One Way Farm Group Home 3 (20996)	7664014		\$238.00	\$11.00							\$249.00	03/01/2023	02/29/2024



A Contract regarding One Way Farm between Job and Family Services and


Approved on 3/13/2023 1:18:54 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 3/13/2023 3:09:01 PM by Corey Clark, Director of Fairfield County
Job & Family Services


Corey Clark, Director
Fairfield County Job & Family Services

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

"One Way Farm" ×

Federal Organizations

Enter Code or Name

▼

⋮

Status

^


☒ Active

☐ Inactive

03/21/2023

295

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.

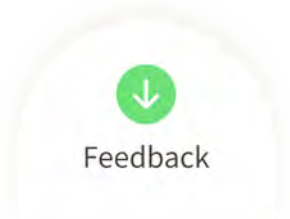
To view Entity Registrations, you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes

Go Back



Our Website
Our Partners
Policies
Customer Service



This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



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: **One Way Farm**
Date: **3/2/2023 2:32:32 PM**

This search produced the following list of **13** possible matches:

Name/Organization	Address
Boone, Alexandria	
Boone, Alexandria	3561 Avalon Road
Boone, Alexandria	540 East 105th Street, #105
Jones, Arthur	4800 Country Lane, Apt. 611
Jones, Bryan	3280 Morse Rd.
Jones, Bryan	3280 Morse Rd., Suite 214
Jones, Edna	1907 Northcutt Avenue
Jones, Joseph	2575 Roehampton Ct
Jones, Opherro F	8396 Mayfair Drive
Jones, Stephanie	95 B Mead Road
Jones, Stephen Todd	16605-J Redcliff Drive
Slone, Kay	102 Westview Ave
Stonerock, Diana	661 Webster Street

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

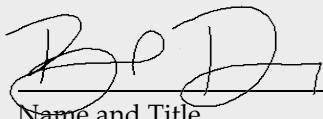
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- 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.***

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 # **23000660 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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

Revisions: 000

V
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CITY OF REFUGE
ONE WAY FARM
6131 RIVER ROAD
FAIRFIELD, OH 45014

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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			
				695					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/01/2023		16209						JOB & FAMILY SERVICES	
NOTES									

NETWORK BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

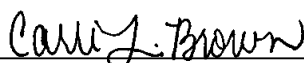
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	NETWORK BOARD AND CARE	1.0	EACH	\$15,000.00	\$15,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$15,000.00 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

03/21/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$15,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$15,000.00

300

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 City of Refuge
DBA One Way Farm.

(Fairfield County Job and Family Services)

Approved as to form on 3/14/2023 5:56:29 PM by Steven Darnell,

Resolution No. 2023-03.21.v

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and City of Refuge DBA One Way Farm.

(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 Fox Run Hospital.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Fox Run Hospital, 67670 Traco Drive, Saint Clairsville, OH 43950; 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 Fox Run Hospital.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor

Ohio Department of Job and Family Services

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

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

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

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

and

Fox Run Hospital, hereinafter "Provider", whose address is:

Fox Run Hospital
67670 Traco Dr
Saint Clairsville, OH 43950

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.

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. FTM's, Treatment Team Meetings, IEP's, 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 Fox Run Hospital
67670 Traco Dr
Saint Clairsville, OH 43950

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.

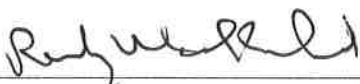
FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative 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: Fox Run Hospital

Print Name & Title	Signature	Date
Randy Mackendrick		2/8/23

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

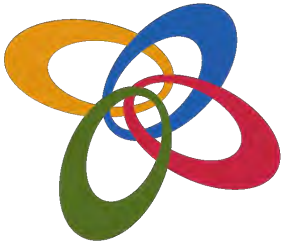
Print Name & Title	Signature	Date

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: Fox Run Hospital / 3850282

Run Date: 01/31/2023
 Contract Period: 01/01/2023 - 12/31/2023

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
BHC Fox Run Hospital (20362)	373661		\$290.00	\$22.00						\$58.00	\$370.00	01/01/2023	12/31/2023



A Contract regarding Fox Run between Job and Family Services and


Approved on 3/13/2023 1:19:02 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 3/13/2023 3:09:26 PM by Corey Clark, Director of Fairfield County
Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

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 You have 2 new alerts
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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

"Fox Run Hospital" x

Federal Organizations

Enter Code or Name

▼

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Status

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☒ Active

☐ Inactive

03/21/2023

330

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.

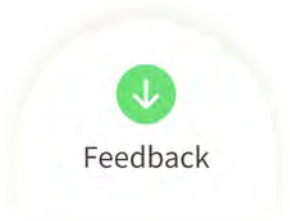
To view Entity Registrations, you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes

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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.

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.



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: **Fox Run Hospital**
Date: **3/2/2023 2:31:41 PM**

This search produced the following list of **3** possible matches:

Name/Organization	Address
Fox, Mike	17279 San Carlos Blvd. #217
Fox, Terri	17279 San Carlos Blvd. #217
Polly Fox Academy	1609 North Summit Street

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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 # **23002717 - 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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FOX RUN HOSPITAL INC
67670 TRACO DR
ST CLAIRSVILLE, OH 43950

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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			
740-695-2131				2892					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
02/02/2023		4876						JOB & FAMILY SERVICES	
NOTES									

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

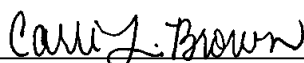
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$9,000.00	\$9,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$9,000.00 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: 02/02/2023

03/21/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$9,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$9,000.00

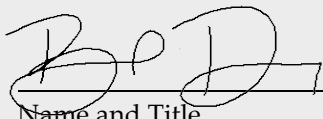
334

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.***

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 Fox Run
Hospital.

(Fairfield County Job and Family Services)

Approved as to form on 3/14/2023 5:54:42 PM by Steven Darnell,

Resolution No. 2023-03.21.w

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Fox Run Hospital.

(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 Healing Pathways Transitional Homes.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Healing Pathways Transitional Homes, 1667 State Ave, Cincinnati, OH 45204 and

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

WHEREAS, this agreement shall be effective February 1st, 2023 through January 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 Healing Pathways Transitional Homes.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor

Ohio Department of Job and Family Services

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

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

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

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

and

Healing Pathways Transitional Homes, Inc., hereinafter "Provider", whose address is:

Healing Pathways Transitional Homes, Inc.
1667 State Ave
Cincinnati, OH 45204

Collectively the "Parties".

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Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
ARTICLE II.	TERM OF AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION,CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
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ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
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ARTICLE XXV.	PUBLIC RECORDS
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ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION
ARTICLE XXIX.	PROPERTY OF AGENCY
ARTICLE XXX.	SEVERABILITY
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ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [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 **02/01/2023** through **01/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [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

- f. the Agency;
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 Healing Pathways Transitional Homes, Inc.
1667 State Ave
Cincinnati, OH 45204

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. Concurrence 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: Healing Pathways Transitional Homes, Inc.

Print Name & Title	Signature	Date
LiDairious Hafford-Director	<i>LiDairious Hafford</i>	02/24/2023

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

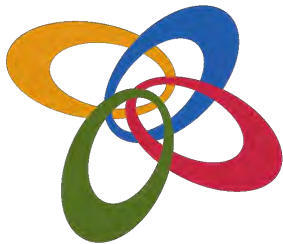
Agency: Fairfield County Department of Job and Family Services

Provider / ID: Healing Pathways Transitional Homes, Inc. / 27985224

Run Date: 02/07/2023

Contract Period: 02/01/2023 - 01/31/2024

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
State Avenue Group Home (20954)	7637913			\$405.00	\$18.00			\$27.00				\$450.00	02/01/2023	01/31/2024



**A Contract regarding Healing Pathways between Job and Family Services
and**


Approved on 3/13/2023 1:18:40 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 3/13/2023 3:08:04 PM by Corey Clark, Director of Fairfield County
Job & Family Services


Corey Clark, Director
Fairfield County Job & Family Services

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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

"Healing Pathways" ×

Federal Organizations

Enter Code or Name

▼

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Status

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☒ Active

☐ Inactive

03/21/2023

366

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.

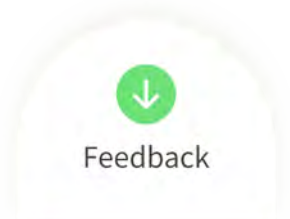
To view Entity Registrations, you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes

Go Back



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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: **Healing Pathways**
Date: **3/2/2023 2:32:10 PM**

This search produced the following list of **5** possible matches:

Name/Organization	Address
Rhea, Monica	1049 Walton Ave.
Rhea, Shalan	
Rhea Academy Community School	
Rhea-Byrd, Rhonda	
Whitehead, Beverly A	6018 Dahlgren Ave. #24

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).

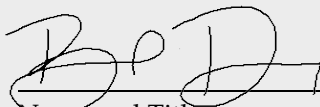
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or 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.***

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 # **23003305 - 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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HEALING PATHWAYS TRANSITIONAL
HOMES INC
1667 STATE AVE
CINCINNATI, OH 45204

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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			
				3551					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
03/03/2023		17453						JOB & FAMILY SERVICES	
NOTES									

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

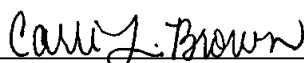
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$5,401.00	\$5,401.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$5,401.00 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: 03/03/2023

03/21/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$5,401.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$5,401.00

371

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 Healing
Pathways Transitional Homes.

(Fairfield County Job and Family Services)

Approved as to form on 3/14/2023 5:59:22 PM by Steven Darnell,

Resolution No. 2023-03.21.x

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Healing Pathways Transitional Homes.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-03.21.y

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Village Network.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with The Village Network, 2000 Noble Dr, Wooster, OH 44691 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 The Village 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**

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

The Village Network, hereinafter "Provider", whose address is:

The Village Network
2000 Noble Dr
Wooster, OH 44691

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
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION,CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
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ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
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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.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 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 save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- 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 The Village Network
2000 Noble Dr
Wooster, OH 44691

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: The Village Network

Print Name & Title	Signature	Date
MR Richard Braziano President/CEO		3/6/23

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: The Village Network / 24354

Run Date: 02/28/2023
 Contract Period: 04/01/2023 - 03/31/2024

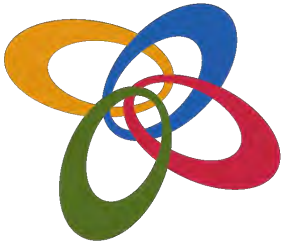
Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Cleveland Specialized Foster Care (30230)-FFH	987643			\$67.97	\$58.72							\$126.69	04/01/2023	03/31/2024
Columbus Treatment Foster Care Exceptional Needs(30234)-SN	391682			\$71.41	\$95.51							\$166.92	04/01/2023	03/31/2024
Columbus Treatment Foster Care Intensive Needs(30235)-EN	107674			\$85.42	\$115.00							\$200.42	04/01/2023	03/31/2024
Columbus Treatment Foster Care Traditional Needs (30232)-FFH	107671			\$31.56	\$42.33							\$73.89	04/01/2023	03/31/2024
Columbus TreatmentFosterCare Special Needs(30233)-Excpt Need	391681			\$65.36	\$86.59							\$151.95	04/01/2023	03/31/2024
Girls RT (20642)	51363			\$314.55	\$17.25							\$331.80	04/01/2023	03/31/2024
Knox/New Horizon Children's Resource Center (20411)	107666			\$258.34	\$10.06							\$268.40	04/01/2023	03/31/2024
Multi-Needs (20455)	107669			\$277.87	\$17.18							\$295.05	04/01/2023	03/31/2024
Therapeutic Stabilization Center (20908)	7261663			\$440.16	\$16.59							\$456.75	04/01/2023	03/31/2024
Treatment Foster Care Exceptional Needs 1 (30373)-Spec Needs	1893657			\$75.96	\$93.92							\$169.88	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: The Village Network / 24354

Run Date: 02/28/2023
 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
Treatment Foster Care Multi-Needs (30256)-FFH	4941663			\$31.56	\$42.33							\$73.89	04/01/2023	03/31/2024
Treatment Foster Care Multi-Needs (30256)-FFH	4941663			\$45.13	\$81.56							\$126.69	04/01/2023	03/31/2024
Treatment Foster Care Sex Offender (30257)-Excpt Need	107676			\$64.85	\$83.96							\$148.81	04/01/2023	03/31/2024



**A Contract regarding The Village Network between Job and Family Services
and**


Approved on 3/13/2023 1:19:10 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 3/13/2023 3:09:41 PM by Corey Clark, Director of Fairfield County
Job & Family Services


Corey Clark, Director
Fairfield County Job & Family Services

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"The Village Network" ×

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03/21/2023

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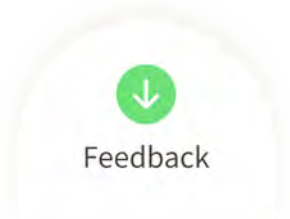
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88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

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: **The Village Network**
Date: **3/13/2023 11:58:55 AM**

This search produced the following list of **15** possible matches:

Name/Organization	Address
Church of The Lion of Judah	4001 Foskett Road
Legacy Academy for Leaders and the Arts	1812 Oak Hill Avenue
Mathews, Marlon	9988 Wayne Ave
Northern Ohio Rural Water Board Members	
Praither, Randall	3626 Carroll Eastern Road
Southern Ohio Academy	522 Glenwood Ave
Strawther, Emma Jean	3200 Orangeburg Court
The Capella High School	4721 Reading Road
The Harte School	350 Columbus City Center Drive
The Haynes Group, Inc.	3897 E. 155th St.
The Haynes Group, Inc.	3897 E. 155th Street
The International Preparatory School	1301 East 9th Street, Suite 1900
The Perry Foundation	579 Valley Oak
Theodore Roosevelt Public Community School	c/o Richland Academy 75 North Walnut Street
Village of Bethel Mayor's Court	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

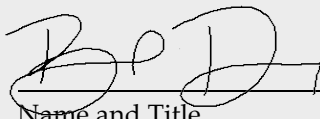
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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.***

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.

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 # **23000481 - 01**

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: 001

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THE VILLAGE NETWORK
2000 NOBLE DRIVE
WOOSTER, OH 44691

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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
330-264-3232				402	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	38870				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	MODIFIED: BOARD AND CARE	1.0	EACH	\$38,000.00	\$38,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$38,000.00 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

03/21/2023

Carri L. Brown

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$38,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$38,000.00

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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 The Village
Network.

(Fairfield County Job and Family Services)

Approved as to form on 3/14/2023 5:53:04 PM by Steven Darnell,

Resolution No. 2023-03.21.y

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Village Network.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services

WHEREAS, an agency fund was created for the purpose of accounting for Social Security Reimbursements and Benefits, and

WHEREAS, the Child Protective Services Business Administrator has offered a reconciliation that demonstrates payment due to the Children Services fund,

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

Section 1. That the Fairfield County Auditor reflects the following memo receipt:

12207207–434027 Reimbursement –SS Benefits \$3,241.49 December 2022

12207207– 434027 Reimbursement –SS Benefits \$2,487.34 January 2023

12207207–434027 Reimbursement –SS Benefits \$2,487.34 February 2023

Section 2. That the Fairfield County Board of Commissioner approve the following expenditure, and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure as if a regular County Auditor warrant, covered under “movements of cash by operation of law” to the Child Protective Services Fund.

Memo Expenditure:

Vendor #: 06396 – Job and Family Services

Account #: 90779500 – 900003 – Special Reporting – Reimburse CPS

Amount: \$3,241.49 (December 2022)

Amount: \$2,487.34 (January 2023)

Amount: \$2,487.34 (February 2023)

Prepared by: Brandi Downhour, Fiscal Officer

December 2022

Child	SACWIS Person ID	Received Date	Benef. Month	Benef. Type	SSA Payment	Physical Carryover Balance	CPS Payments*	Payment Details	Reimb. Due to CPS	Physical Account Balance	Balance Details
Elijah Woltz	10247624	12.6.22	DEC	SSI	\$ 560.67	\$ -	\$ 8,064.00	Nov B&C	\$ 560.67	\$ -	
Ke'Vajah Wilson	14539169					\$ -			\$ -	\$ -	On Hold, due to no placement costs.
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
SUB - TOTAL:					\$ 560.67	\$ -			\$ 560.67	\$ -	
Charles Gard	2237686	12.13.22	NOV	SSA	\$1,223.00	\$ -	\$15,000.00	Nov B&C	\$ 1,223.00	\$ -	
Joseph Miller	8705393	12.13.22	NOV	SSA	\$504.00	\$ -	\$7,290.00	Nov B&C	\$ 504.00	\$ -	
Michael Kidwell	10142850	12.30.22	NOV	SSA	\$968.00	\$ 3,872.00	\$0.00	not in custody	\$ -	\$ 4,840.00	Currently in Kinship Placement-Put a Hold on his payments. 9.21.22
Dilyn Walls	18594804	12.13.22	NOV	SSA	\$1,219.00	\$ -	\$953.82	Nov B&C	\$ 953.82	\$ 265.18	
Myles Snider	6662005					\$ -			\$ -	\$ -	10.13.22-Emailed Lindsay to hold payments, will pay back once payments stop.
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
SUB - TOTAL:					\$ 3,914.00	\$ 3,872.00			\$ 2,680.82	\$ 5,105.18	
GRAND TOTAL:					\$ 4,474.67				\$ 3,241.49	\$ 5,105.18	
					Current Month Paid In				Owed to CPS	Total Account Balance	

*CPS Payments only include those payments that are eligible for payment per SSA guidelines

January 2023

Child	SACWIS Person ID	Received Date	Benef. Month	Benef. Type	SSA Payment	Physical Carryover Balance	CPS Payments*	Payment Details	Reimb. Due to CPS	Physical Account Balance	Balance Details
Elijah Woltz	10247624	1.6.23	JAN	SSI	\$ 609.34	\$ -	\$ 8,332.80	Dec B&C	\$ 609.34	\$ -	
Ke'Vajah Wilson	14539169					\$ -			\$ -	\$ -	On Hold, due to no placement costs.
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
SUB - TOTAL:					\$ 609.34	\$ -			\$ 609.34	\$ -	
Charles Gard	2237686	1.11.23	DEC	SSA	\$1,330.00	\$ -	\$15,500.00	Dec B&C	\$ 1,330.00	\$ -	
Joseph Miller	8705393	1.11.23	DEC	SSA	\$548.00	\$ -	\$19,392.21	Dec B&C	\$ 548.00	\$ -	
Michael Kidwell	10142850	1.25.23	DEC	SSA	\$1,052.00	\$ 4,840.00	\$0.00	not in custody	\$ -	\$ 5,892.00	Currently in Kinship Placement-Put a Hold on his payments. 9.21.22
Dilyn Walls	18594804					\$ 265.18			\$ -	\$ 265.18	
Myles Snider	6662005					\$ -			\$ -	\$ -	10.13.22-Emailed Lindsay to hold payments, will pay back once payments stop.
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
SUB - TOTAL:					\$ 2,930.00	\$ 5,105.18			\$ 1,878.00	\$ 6,157.18	
GRAND TOTAL:					\$ 3,539.34				\$ 2,487.34	\$ 6,157.18	
					Current Month Paid In				Owed to CPS	Total Account Balance	

*CPS Payments only include those payments that are eligible for payment per SSA guidelines

February 2023

Child	SACWIS Person ID	Received Date	Benef. Month	Benef. Type	SSA Payment	Physical Carryover Balance	CPS Payments*	Payment Details	Reimb. Due to CPS	Physical Account Balance	Balance Details
Elijah Woltz	10247624	2.1.23	FEB	SSI	\$ 609.34	\$ -	\$ 8,332.80	Jan B&C	\$ 609.34	\$ -	
Ke'Vaiah Wilson	14539169					\$ -			\$ -	\$ -	On Hold, due to no placement costs.
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
SUB - TOTAL:					\$ 609.34	\$ -			\$ 609.34	\$ -	
Charles Gard	2237686	2.15.23	JAN	SSI	\$1,330.00	\$ -	\$15,500.00	Jan B&C	\$ 1,330.00	\$ -	
Joseph Miller	8705393	2.15.23	JAN	SSI	\$548.00	\$ -	\$21,149.13	Jan B&C	\$ 548.00	\$ -	
Michael Kidwell	10142850					\$ 5,892.00			\$ -	\$ 5,892.00	Currently in Kinship Placement-Put a Hold on his payments. 9.21.22
Dilyn Walls	18594804					\$ 265.18			\$ -	\$ 265.18	
Myles Snider	6662005					\$ -			\$ -	\$ -	10.13.22-Emailed Lindsay to hold payments, will pay back once payments stop.
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
SUB - TOTAL:					\$ 1,878.00	\$ 6,157.18			\$ 1,878.00	\$ 6,157.18	
GRAND TOTAL:					\$ 2,487.34				\$ 2,487.34	6,157.18	
					Current Month Paid In			Owed to CPS	Total Account Balance		

*CPS Payments only include those payments that are eligible for payment per SSA guidelines

Resolution No. 2023-03.21.z

A resolution to approve a memo receipt and expenditure for Fairfield County 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 to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Attorney Mary Ann Boone.

WHEREAS, Fairfield County Job & Family Services, Child Support Enforcement Agency (CSEA) is requesting approval for a Title IV-D Contract between the CSEA and Attorney Mary Ann Boone; and

WHEREAS, the contract provides for Administrative Hearing Officer services on IV-D eligible cases; and

WHEREAS, the CSEA shall reimburse Attorney Mary Ann Boone at the rate of 66% of the invoiced amounts from federal dollars, and shall not exceed \$7,920.00; and

WHEREAS, the local funding accounts for the remaining 34% of the contract amount, and shall not exceed \$4,080.00; and

WHEREAS, this agreement shall be effective January 1, 2023 through December 31, 2023; and

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

WHEREAS, the Prosecuting Attorney has approved the contract as to form.

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

Section 1. That the Board of Commissioners resolve to approve the attached contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Attorney Mary Ann Boone.

Prepared by: Sarah Darnell, JFS Budget Manager

ROUTING FORM FOR CONTRACTS

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

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

Budget Manager

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

IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Fairfield County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Mary Ann Boone, Attorney at Law (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from January 1, 2023 through December 31, 2023, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: One (1) hour of legal service for which the provider/s time will be billed for only IV-D eligible services.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--	---

4. IV-D Contract Costs:

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$85.00 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$12,000.00

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$4,080.00	Local Sources
FFP Reimbursement	\$7,920.00	
Total IV-D Contract Cost	\$12,000.00	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 A.M. and 4:00 P.M. on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday (closed at noon), Memorial Day, Juneteenth, Independence Day, Labor Day, Fairfield County Fair Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (closed at noon), and Christmas Day.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
- When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the

Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the

Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

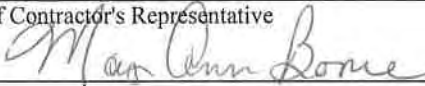
When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

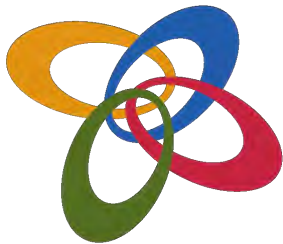
The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative	Printed Name of CSEA's Representative Patrick Welsh, Chief Deputy Director of Child Support Enforcement
Date of Signature	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Mary Ann Boone
Date of Signature 3/13/23	Printed Street Address of Contractor 515 Mill Rd SW
Printed Title of Contractor's Representative Administrative Hearing Officer	Printed City, State, and Zip Code of Contractor Lancaster, Ohio 43130

Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners	Date of Signature



A Contract regarding IV-D Mary Ann Boone between Job and Family Services and

Approved on 3/14/2023 10:25:23 AM by Patrick Welsh, Deputy Director of Child Support

Patrick Welsh
Deputy Director of Child Support

Approved on 3/14/2023 10:54:50 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

REPRINT

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 # **23000489 - 01**

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: 001

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MARY ANN BOONE
515 MILL RD SW
LANCASTER, OH 43130

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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
740-654-5704		443	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS
01/01/2023	64690	01/01/2023	
DEPARTMENT/LOCATION			
JOB & FAMILY SERVICES			
NOTES			

HEARING OFFICER

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

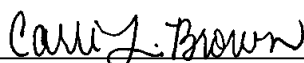
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: HEARING OFFICER	1.0	EACH	\$7,920.00	\$7,920.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$7,920.00 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

03/21/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$7,920.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$7,920.00

423

Cost Analysis

The total cost of this contract in 2023 is not expected to exceed \$12,000.00.



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: **Boone, Mary Ann**

Organization:

Date: **2/28/2023 4:20:07 PM**

This search produced the following list of **50** possible matches:

Name/Organization	Address
Boone, Alexandria	
Boone, Alexandria	3561 Avalon Road
Boone, Alexandria	540 East 105th Street, #105
Anderson, Margie	1248 Paddock Hills
Anderson, Mark	100 E. Main Street
Barnes, Marvin L Jr	525 Vine St. #553
Barrett, Rosemary	1345 Timber Ridge Drive
Bates, Marvin	12 Tank Hill
Books, Shawn	402 W. Mulberry St.
Brown, Tamara	Unknown
Bruno, Mary	30 West Front Street
Congo, H. Marie	5170 Poets Way
Coon, Marion	3 N. High Street
Cortes, Tamara	11770 Lassiter Drive
Culp, Mary	423 Buckeye Street
Dardie, Margaret	750 McKinley Ave
Daugherty, Mary	118 Bone Street Apt. #3
Dozier, Margaret	248 Main Street
Dozier, Margaret	248 Main Street
Gaddiss, Tamara	
Grinner, Martha	
Hill, Marlene	2470 Chelsea Drive
Holeton, Tamara	1317 Mills St.
Ireton, Margaret	2800 Hatfield Road
Jeffers, Marilyn	8411 Stout Road
Johnson, Mary	1853 Finley Chapel Rd.
Johnson, Mary	4502 East Paradise Village Parkway S. Apartment 20

Name/Organization	Address
Johnson, Marcia A.	4502 East Paradise Village Parkway S., Apt. 2008
Lisath, Mark	3280 Morse Rd., Suite 214
Mathews, Marlon	9988 Wayne Ave
McCarthy, Mary	4851 Haplin Drive
McMullen, Margie	905 Linkwood Drive
Mirza, Maria	2200 Old U.S. Highway 33
Nichol, Mark	7360 S.R. 45
Olds, Mark	38510 Flanders Drive
Pavlovsky, Marilyn	1096 Shepherd Lane
Pawlowski, Mary	3671 Good road
Perkins, Martha	163 S. High St.
Pettus, Marsha	5709 Whittier Avenue
Rambo, Martha	19418 Met-O-Wood Lane
Ricketts, Mark	335 Willow Road
Roberts, Mary B	2922 Norwood Dr
Robinson, Markisha	3897 E. 155th Street
Robinson, Kimberly Marie	
Robinson, Mary Sue	2414 North 2nd Street
Schweikert, Mark	109 Conren Drive
Smith, Dr. Mary Kay	7654 Big Bend Court
Spain, Mary M.	3421 Beekman St.
Stiffler, Maria	
Wright (AHRMS Management Company), Marcus	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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All Domains

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Filter By

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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*


e.g. 1606N020Q02

"Mary Ann Boone" ×

Federal Organizations

Enter Code or Name

▼



Status

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☒ Active

03/21/2023

427

https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%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](#)

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General Services Administration

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unauthorized activities are subject to disciplinary action including criminal prosecution.

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Attorney Mary Ann Boone.

(Fairfield County Job and Family Services)

Approved as to form on 3/14/2023 5:48:16 PM by Steven Darnell,

Resolution No. 2023-03.21.aa

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Attorney Mary Ann Boone.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.

WHEREAS, Fairfield County Job & Family Services, Child Support Enforcement Agency (CSEA) is requesting approval for a Title IV-D Contract between the CSEA and the Fairfield County Sheriff's Office; and

WHEREAS, the contract provides for Security from the Sheriff's Office on IV-D eligible cases; and

WHEREAS, the CSEA shall reimburse the Fairfield County Sheriff's Office at the rate of 66% of the invoiced amounts from federal dollars, and shall not exceed \$68,780.39; and

WHEREAS, the local funding accounts for the remaining 34% of the contract amount, and shall not exceed \$35,432.32; and

WHEREAS, this agreement shall be effective January 1, 2023 through December 31, 2023; and

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

WHEREAS, the Prosecuting Attorney has approved the contract as to form.

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

Section 1. That the Board of Commissioners resolve to approve the attached contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.

Prepared by: Sarah Darnell, JFS Budget Manager



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: **Fairfield County Sheriff**
Date: **2/28/2023 4:18:43 PM**

This search produced the following list of **2** possible matches:

Name/Organization	Address
Apostolic Faith Temple	1093 Fountain Lane A
Circle of Faith	

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.

Cost Analysis

The total cost of this contract in 2023 is not expected to exceed \$104,212.71.

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

Budget Manager

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

Sole Source Documentation

As a county entity, the Fairfield County Sheriff's Office is the sole source for IV-D security services.

REPRINT

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 # **23000493 - 01**

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: 001

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FAIRFIELD CO SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130

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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			
				557					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/01/2023		72510		01/01/2023				JOB & FAMILY SERVICES	
NOTES									

SECURITY-IV-D

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

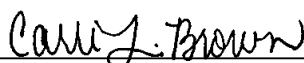
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: SECURITY-IV-D	1.0	EACH	\$80,741.14	\$80,741.14

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$80,741.14 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

03/21/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$80,741.14
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$80,741.14

437

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☒ All Words i

☐ Exact Phrase i


e.g. 1606N020Q02

"Fairfield County Sheriff" x

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Enter Code or Name

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Status

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☒ Active

03/21/2023

438

https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BsimpleSearch...

1/3

☐ Inactive

Reset 

Sort by

Date Modified/Updated

Showing 1 - 1 of 1 results

OPM NBIB Criminal History Records Information

Notice ID: OPMNBIBFY18CHRI

This synopsis is posted in accordance with (IAW) FAR 5.201 and FAR 5.203 (a) for proposed contract actions where the Government i
...

Contract Opportunities

Current Response Date
November 29, 2017 at 11:59 PM EST

Notice Type
Updated Special Notice

Updated Date
Dec 1, 2017 [\(2\)](#)

Published Date
Dec 1, 2017



1

of 1



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IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Fairfield County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Fairfield County Sheriff's Office (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from January 1, 2023 through December 31, 2023, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: hour.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--	---

4. IV-D Contract Costs:

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$50.10 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$104,212.71

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$35,432.32	Local Sources
FFP Reimbursement	\$68,780.39	
Total IV-D Contract Cost	\$104,212.71	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 A.M. and 4:00 P.M. on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday (closed at noon), Memorial Day, Juneteenth, Independence Day, Labor Day, Fairfield County Fair Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (closed at noon), and Christmas Day.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
- When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

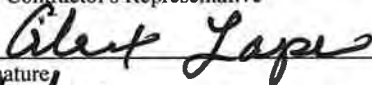
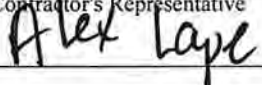
When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

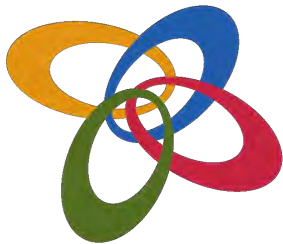
The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative	Printed Name of CSEA's Representative Patrick Welsh, Chief Deputy Director of Child Support Enforcement
Date of Signature	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Alex Lape
Date of Signature 3/7/23	Printed Street Address of Contractor 345 Lincoln Ave.
Printed Title of Contractor's Representative Sheriff 	Printed City, State, and Zip Code of Contractor Lancaster, OH 43130

Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners	Date of Signature



**A Contract regarding IV-D Sheriff Security between Job and Family Services
and**

Approved on 3/8/2023 12:21:31 PM by Patrick Welsh, Deputy Director of Child
Support

Patrick Welsh
Deputy Director of Child Support

Approved on 3/8/2023 1:49:20 PM by Corey Clark, Director of Fairfield County Job
& Family Services

Corey Clark, Director
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.

(Fairfield County Job and Family Services)

Approved as to form on 3/17/2023 2:38:35 PM by Steven Darnell,

Resolution No. 2023-03.21.bb

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.

WHEREAS, Fairfield County Job & Family Services, Child Support Enforcement Agency (CSEA) is requesting approval for a Title IV-D Contract between the CSEA and the Fairfield County Sheriff's Office; and

WHEREAS, the contract provides for Service of Process from the Sheriff's Office on IV-D eligible cases; and

WHEREAS, the CSEA shall reimburse the Fairfield County Sheriff's Office at the rate of 66% of the invoiced amounts from federal dollars, and shall not exceed \$51,559.35; and

WHEREAS, the local funding accounts for the remaining 34% of the contract amount, and shall not exceed \$26,560.88; and

WHEREAS, this agreement shall be effective January 1, 2023 through December 31, 2023; and

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

WHEREAS, the Prosecuting Attorney has approved the contract as to form.

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

Section 1. That the Board of Commissioners resolve to approve the attached contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.

Prepared by: Sarah Darnell, JFS Budget Manager



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: **Fairfield County Sheriff**
Date: **2/28/2023 4:18:43 PM**

This search produced the following list of **2** possible matches:

Name/Organization	Address
Apostolic Faith Temple	1093 Fountain Lane A
Circle of Faith	

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.

Cost Analysis

The total cost of this contract in 2023 is not expected to exceed \$78,120.23.

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

Budget Manager

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

Sole Source Documentation

As a county entity, the Fairfield County Sheriff's Office is the sole source for a sheriff deputy to provide IV-D service of process services.

REPRINT

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 # **23000492 - 01**

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: 001

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FAIRFIELD CO SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130

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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
		556	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/01/2023	72510	01/01/2023	JOB & FAMILY SERVICES
NOTES			

SERVICE OF PROCESS-IV-D

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

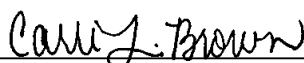
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: SERVICE OF PROCESS-IV-D	1.0	EACH	\$51,559.35	\$51,559.35

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$51,559.35 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

03/21/2023



Auditor Fairfield County, OH


Vendor Copy

Total Ext. Price	\$51,559.35
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$51,559.35


453


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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

"Fairfield County Sheriff" ×

Federal Organizations

Enter Code or Name

▼

⋮

Status

^

☒ Active

03/21/2023

454

https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BsimpleSearch...

1/3

☐ Inactive

Reset 

Sort by

Date Modified/Updated

Showing 1 - 1 of 1 results

OPM NBIB Criminal History Records Information

Notice ID: OPMNBIBFY18CHRI

This synopsis is posted in accordance with (IAW) FAR 5.201 and FAR 5.203 (a) for proposed contract actions where the Government i
...

Contract Opportunities

Current Response Date
November 29, 2017 at 11:59 PM EST

Notice Type
Updated Special Notice

Updated Date
Dec 1, 2017 [\(2\)](#)

Published Date
Dec 1, 2017



1

of 1



Results per page

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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.

IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Fairfield County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Fairfield County Sheriff's Office (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from January 1, 2023 through December 31, 2023, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: hour.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--	---

4. IV-D Contract Costs:

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$46.95 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$78,120.23

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$26,560.88	Local Sources
FFP Reimbursement	\$51,559.35	
Total IV-D Contract Cost	\$78,120.23	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 A.M. and 4:00 P.M. on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday (closed at noon), Memorial Day, Juneteenth, Independence Day, Labor Day, Fairfield County Fair Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (closed at noon), and Christmas Day.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
- When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

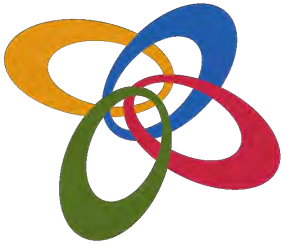
The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative	Printed Name of CSEA's Representative Patrick Welsh, Chief Deputy Director of Child Support Enforcement
Date of Signature	

Signature of Contractor's Representative <i>Alex Lape</i>	Printed Name of Contractor's Representative Alex Lape
Date of Signature <i>3/7/23</i>	Printed Street Address of Contractor 345 Lincoln Ave.
Printed Title of Contractor's Representative Sheriff <i>Alex Lape</i>	Printed City, State, and Zip Code of Contractor Lancaster, OH 43130

Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners	Date of Signature



A Contract regarding IV-D Sheriff Service of Process between Job and Family Services and

Approved on 3/8/2023 12:21:58 PM by Patrick Welsh, Deputy Director of Child Support

Patrick Welsh
Deputy Director of Child Support

Approved on 3/8/2023 1:58:47 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.

(Fairfield County Job and Family Services)

Approved as to form on 3/17/2023 2:39:15 PM by Steven Darnell,

Resolution No. 2023-03.21.cc

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2018 reimbursing Fund 2072

WHEREAS, Fairfield County Job & Family Services expended funds and expects to expend funds from the Children Services Fund for costs attributable to the Public Assistance division of Job and Family Services, and

WHEREAS, the Public Assistance division has received funds to cover these costs and such funds have been deposited in the Public Assistance Fund (2018) as required, and

WHEREAS, it is necessary for the Children Services Fund (2072) to recover costs from the Public Assistance Fund (2018),

NOW THEREFORE,

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

Section 1. That the Fairfield County Auditor reflect the following memo receipt:

12207207-434033 (Reimb Kinship Child Care) \$44,074.26 Dec. 22-Feb. 23

This amount represents costs owed to the CPS fund.

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of Kinship Child Care costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, reimbursing the children services fund for costs incurred by the Public Assistance division.

Memo expenditure as referenced in supporting documentation:

Vendor: 10608 Fairfield County PCSA fund

Account: 12201812 – 530030 Kinship Child Care

2023-03.21.dd

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2018 reimbursing Fund 2072

Amount: \$44,074.26

Subject to final quarterly reconciliation from ODJFS

Prepared by: Annette Mash-Smith Fiscal Specialist

Cc: JFS Finance

LAP23 - Fairfield County Public Children Services Agency
Financial Summary by Project/Account/Agency Use by Quarter

SL Name: LAP23 - Fairfield County Public Children Services Agency

Quarter Ending: December 2022

LAP23 - Fairfield County Public Children Services Agency

Budget Ref	Grant - Fund	Project	Agency Use	Account	October (Submit To OAKS)	November (Submit To OAKS)	December (Submit To OAKS)	Total
JFSOLF23 - GRF								
		JFSSPS760A	JFSSPS781	521092	192.13	113.83	470.42	776.38
		JFSSPS760A	JFSSPS784	426053	(90.84)	(53.07)	(1.48)	(145.39)
		JFSSPS760A	JFSSPS784	501001	2,395.40	2,440.17	4,053.63	8,889.20
		JFSSPS760A	JFSSPS784	521092	149.39	88.51	365.77	603.67
		JFSSPS760A	JFSSPS787	426053	(170.37)	(99.54)	(2.79)	(272.70)
		JFSSPS760A	JFSSPS787	501001	4,492.79	4,576.77	7,602.96	16,672.52
		JFSSPS760A	JFSSPS787	521092	280.19	166.01	686.03	1,132.23
Total:					86,405.14	87,167.77	155,557.72	329,130.63
<u>IV-E ADMN & TRN FC LOCAL MATCH JFSCP4EM</u>								
JFSOLF23 - GRF								
		JFSSPS760F	JFSSPS764	426053	(49.70)	(29.04)	(0.81)	(79.55)
		JFSSPS760F	JFSSPS764	501001	1,310.57	1,335.06	2,217.81	4,863.44
		JFSSPS760F	JFSSPS764	521092	81.73	48.43	200.12	330.28
		JFSSPS760F	JFSSPS769	426053	(572.37)	(334.42)	(9.35)	(916.14)
		JFSSPS760F	JFSSPS769	501001	15,093.84	15,375.99	25,542.66	56,012.49
		JFSSPS760F	JFSSPS769	521092	941.31	557.68	2,304.77	3,803.76
		JFSSPS760F	JFSSPS770	426053	(93.67)	(54.73)	(1.53)	(149.93)
		JFSSPS760F	JFSSPS770	501001	2,470.09	2,516.26	4,180.03	9,166.38
		JFSSPS760F	JFSSPS770	521092	154.05	91.27	377.17	622.49
		JFSSPS760F	JFSSPS771	426053	(38.15)	(22.30)	(0.62)	(61.07)
		JFSSPS760F	JFSSPS771	501001	1,006.10	1,024.91	1,702.58	3,733.59
		JFSSPS760F	JFSSPS771	521092	62.74	37.17	153.63	253.54
		JFSSPS760F	JFSSPS781	426053	(31.23)	(18.25)	(0.51)	(49.99)
		JFSSPS760F	JFSSPS781	501001	823.49	838.89	1,393.56	3,055.94
		JFSSPS760F	JFSSPS781	521092	51.36	30.43	125.75	207.54
		JFSSPS760F	JFSSPS784	426053	(24.28)	(14.19)	(0.40)	(38.87)
		JFSSPS760F	JFSSPS784	501001	640.30	652.27	1,083.55	2,376.12
		JFSSPS760F	JFSSPS784	521092	39.93	23.66	97.77	161.36
Total:					21,866.11	22,059.09	39,366.18	83,291.38
<u>IV-E FOSTER CARE SERVICES JFSCP4EF</u>								
JFSOLF23 - GRF								
		JFSFP789		426053	0.00	(2,287.67)	0.00	(2,287.67)
		JFSFP789		471000	(13,249.40)	(8,236.85)	(1,479.54)	(22,965.79)
		JFSFP881		510050	32,825.30	31,196.85	23,095.37	87,117.52
		JFSFP881		510051	318,680.47	356,345.19	333,578.09	1,008,603.75
		JFSFP920		470950	(118,413.24)	(143,370.72)	0.00	(261,783.96)
Total:					219,843.13	233,646.80	355,193.92	808,683.85
<u>Kinship Caregiver Program JFSPKCP</u>								
JFSOLS23 - GRF								
		JFSFP183		426053	0.00	0.00	(41,446.73)	(41,446.73)

LAP23 - Fairfield County Public Children Services Agency
Financial Summary by Project/Account/AgencyUse by Quarter

SL Name: LAP23 - Fairfield County Public Children Services Agency

Quarter Ending: December 2022

LAP23 - Fairfield County Public Children Services Agency

Budget Ref	Grant - Fund	Project	Agency Use	Account	October (Submit To OAKS)	November (Submit To OAKS)	December (Submit To OAKS)	Total
JFSOLS23 - GRF								
		JFSFP183		510050	10,471.00	7,887.10	7,956.60	26,314.70
Total:					10,471.00	7,887.10	(33,490.13)	(15,132.03)
<u>Non-Allocated Administration JFSCPNA</u>								
JFSOLS23 - GRF								
		JFSFP989		887500	0.00	0.00	(228,254.91)	(228,254.91)
		JFSSPS760N		887500	0.00	0.00	(253,099.13)	(253,099.13)
		JFSSPS760N	JFSSPS761	426053	(5,527.22)	(3,229.38)	(90.23)	(8,846.83)
		JFSSPS760N	JFSSPS761	501001	145,757.25	148,481.86	246,658.81	540,897.92
		JFSSPS760N	JFSSPS761	521092	9,089.96	5,385.43	22,256.57	36,731.96
		JFSSPS760N	JFSSPS769	426053	(1,642.41)	(959.61)	(26.81)	(2,628.83)
		JFSSPS760N	JFSSPS769	501001	43,311.67	44,121.28	73,294.49	160,727.44
		JFSSPS760N	JFSSPS769	521092	2,701.06	1,600.26	6,613.52	10,914.84
		JFSSPS760N	JFSSPS770	426053	(268.78)	(157.04)	(4.39)	(430.21)
		JFSSPS760N	JFSSPS770	501001	7,087.90	7,220.39	11,994.55	26,302.84
		JFSSPS760N	JFSSPS770	521092	442.03	261.88	1,082.30	1,786.21
		JFSSPS760N	JFSSPS771	426053	(109.48)	(63.96)	(1.79)	(175.23)
		JFSSPS760N	JFSSPS771	501001	2,886.99	2,940.95	4,885.53	10,713.47
		JFSSPS760N	JFSSPS771	521092	180.04	106.67	440.83	727.54
		JFSSPS760N	JFSSPS781	426053	(89.61)	(52.35)	(1.46)	(143.42)
		JFSSPS760N	JFSSPS781	501001	2,363.01	2,407.19	3,998.83	8,769.03
		JFSSPS760N	JFSSPS781	521092	147.37	87.31	360.82	595.50
		JFSSPS760N	JFSSPS784	426053	(139.35)	(81.42)	(2.27)	(223.04)
		JFSSPS760N	JFSSPS784	501001	3,674.66	3,743.35	6,218.47	13,636.48
		JFSSPS760N	JFSSPS784	521092	229.17	135.77	561.11	926.05
		JFSSPS760N	JFSSPS787	426053	(2.11)	(1.24)	(0.03)	(3.38)
		JFSSPS760N	JFSSPS787	501001	55.75	56.79	94.34	206.88
		JFSSPS760N	JFSSPS787	521092	3.48	2.06	8.51	14.05
Total:					210,151.38	212,006.19	(103,012.34)	319,145.23
<u>Non-Reimbursable Costs JFSCPNC</u>								
JFSOLS23 - GRF								
		JFSFP807		510051	14,758.49	14,513.10	14,880.27	44,151.86
		JFSFP899		510050	5,046.25	12,218.58	4,666.84	21,931.67
Total:					19,804.74	26,731.68	19,547.11	66,083.53
<u>NRB Receipts JFSCPNC</u>								
JFSOLS23 - GRF								
		JFSFP106		471000	(39,555.10)	0.00	0.00	(39,555.10)
		JFSFP904		471000	(6,910.00)	(31,920.00)	(40,523.00)	(79,353.00)
		JFSFP950		471000	(405,835.00)	0.00	0.00	(405,835.00)
Total:					(452,300.10)	(31,920.00)	(40,523.00)	(524,743.10)

Ohio Start JFSCPOSP

LAP23 - Fairfield County Public Children Services Agency
Financial Summary by Project/Account/Agency Use by Quarter

SL Name: LAP23 - Fairfield County Public Children Services Agency

Quarter Ending: March 2023

LAP23 - Fairfield County Public Children Services Agency

Budget Ref	Grant - Fund	Project	Agency Use	Account	January (Prelim Approved)	February (Prelim Approved)	March	Total
JFSOLF23 - GRF								
		JFSSPS760F	JFSSPS770	510050	0.00	2.05	0.00	2.05
		JFSSPS760F	JFSSPS770	521092	82.08	82.17	0.00	164.25
		JFSSPS760F	JFSSPS771	426053	(1.81)	(2.17)	0.00	(3.98)
		JFSSPS760F	JFSSPS771	501001	1,988.73	1,959.31	0.00	3,948.04
		JFSSPS760F	JFSSPS771	510050	0.00	1.67	0.00	1.67
		JFSSPS760F	JFSSPS771	521092	67.16	67.24	0.00	134.40
		JFSSPS760F	JFSSPS781	426053	(0.41)	(0.48)	0.00	(0.89)
		JFSSPS760F	JFSSPS781	501001	442.15	435.60	0.00	877.75
		JFSSPS760F	JFSSPS781	510050	0.00	0.37	0.00	0.37
		JFSSPS760F	JFSSPS781	521092	14.93	14.95	0.00	29.88
		JFSSPS760F	JFSSPS784	426053	(0.70)	(0.85)	0.00	(1.55)
		JFSSPS760F	JFSSPS784	501001	773.29	761.85	0.00	1,535.14
		JFSSPS760F	JFSSPS784	510050	0.00	0.65	0.00	0.65
		JFSSPS760F	JFSSPS784	521092	26.12	26.14	0.00	52.26
Total:					27,897.86	27,516.94	0.00	55,414.80
IV-E FOSTER CARE SERVICES JFSCP4EF								
JFSOLF23 - GRF								
		JFSFP789		426053	(6,625.49)	0.00	0.00	(6,625.49)
		JFSFP789		471000	(15,272.84)	(11,269.63)	0.00	(26,542.47)
		JFSFP881		510050	36,735.87	27,030.12	0.00	63,765.99
		JFSFP881		510051	359,108.47	328,867.10	0.00	687,975.57
		JFSFP920		470950	(232,553.37)	(110,581.64)	0.00	(343,135.01)
Total:					141,392.64	234,045.95	0.00	375,438.59
Kinship Caregiver Program JFSCP KCP								
JFSOLS23 - GRF								
		JFSFP183		510050	17,595.86	18,521.80	0.00	36,117.66
Total:					17,595.86	18,521.80	0.00	36,117.66
Kinship Support Intervention JFSCP KSI								
JFSCPI23 - 3N00								
		JFSSPS760	JFSSPS778	426053	(2.47)	(2.96)	0.00	(5.43)
		JFSSPS760	JFSSPS778	501001	2,712.20	2,672.07	0.00	5,384.27
		JFSSPS760	JFSSPS778	510050	0.00	2.28	0.00	2.28
		JFSSPS760	JFSSPS778	521092	91.59	91.69	0.00	183.28
Total:					2,801.32	2,763.08	0.00	5,564.40
JFSOLF23 - GRF								
		JFSSPS760	JFSSPS778	426053	(2.47)	(2.97)	0.00	(5.44)
		JFSSPS760	JFSSPS778	501001	2,712.21	2,672.08	0.00	5,384.29
		JFSSPS760	JFSSPS778	510050	0.00	2.28	0.00	2.28
		JFSSPS760	JFSSPS778	521092	91.60	91.69	0.00	183.29
Total:					2,801.34	2,763.08	0.00	5,564.42
Non-Allocated Administration JFSCP NAA								

Resolution No. 2023-03.21.dd

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2018 reimbursing Fund 2072

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the Approval of amendment #1 to the FY23 Grant Agreement with the Ohio Department of Youth Services [Juvenile Court]

WHEREAS, Fairfield County Juvenile Court is the recipient of Subsidy Grant from the Department of Youth Services; and

WHEREAS, an amendment is required for the FY23 Grant Year; and

WHEREAS, Judge Terre L. Vandervoort, Fairfield County Juvenile Court, has approved said amendment and requests the approval of the Commissioners;

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

Section 1. That the Juvenile Court Grant Amendment with the Ohio Department of Youth Services for the period of July 1, 2022 to June 30, 2023 is hereby approved.

Prepared by: Alisha Mason
cc: Juvenile Court

Staff Positions Budget Form

COUNTY: FAIRFIELD FY23 FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change Hybrid LOCAL PROGRAM / ACTIVITY NAME: DIVERSION 1 OF 3

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
PATRICK EPLER	DEPUTY DIRECTOR DIVERSION/QA	EXISTING	88	35.85	\$ 3,154.80
			880	39.44	\$ 34,707.20
			1120	40.82	\$ 45,718.40
KAYLA HITTLE-MARTINEZ	LEAD CASE MANAGER	EXISTING	968	24.81	\$ 24,016.08
			1120	25.68	\$ 28,761.60
JOSEPH BENNETT	LEAD CASE MANAGER	EXISTING	968	27.5	\$ 26,620.00
			1120	28.46	\$ 31,875.20
TARA COCKERHAM	CASE MANAGER	EXISTING	968	27.47	\$ 26,590.96
			1120	28.43	\$ 31,841.60
TOTAL STAFF POSITIONS					\$ 253,285.84

Fringe Benefits

Type	*OPERS	\$ 70,321.00
Type	*HEALTH INS/EAP	\$ 140,405.00
Type	*WORKERS COMP	\$ 7,503.00
Type	*MEDICARE	\$ 7,284.00
Type	*LIFE INS	\$ 414.00

TOTAL FRINGE BENEFITS

\$ 225,927.00

TOTAL STAFF and FRINGE BENEFITS

\$ 479,212.84

Budget Narrative - Describe the services that the positions will provide.

DIVERSION CASE MANAGERS OFFER DIVERSION ACCOUNTABILITY PROGRAM SERVICES WHICH PRIMARILY FOCUS ON ALTERNATIVES TO THE YOUTH BEING FORMALLY CHARGED AND/OR GOING THROUGH THE PROCESS OF THE TRADITIONAL, MORE LENGTHY MEANS OF THE JUVENILE JUSTICE SYSTEM.

*FRINGE BENEFITS IS INCLUSIVE OF ALL DIVERSION STAFF, TOTAL OF 9. ADDITIONAL SALARY DETAIL FOUND ON PAGE 2 OF 3 AND 3 OF 3, STAFF BUDGET FORM.

COUNTY: FAIRFIELD FY23

Subsidy Grant

FUNDING CATEGORY:

Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME:

DIVERSION 1 OF 3

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Maintenance Costs Budget Form

COUNTY: FAIRFIELD FY23

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: DIVERSION 1 OF 3

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
ORBIS	1	\$ 1,947.00	\$ 1,947.00	MENTAL HEALTH SCREENING TOOL
FOOD AND SNACKS	1	\$ 2,000.00	\$ 2,000.00	FOOD/SNACKS FOR YOUTH AND/OR FAMILY
GENERAL OFFICE SUPPLIES	1	\$ 553.00	\$ 553.00	GENERAL OFFICE SUPPLIES FOR STAFF
Total Maintenance Costs			\$ 4,500.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Equipment Budget Form

COUNTY: FAIRFIELD FY23

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: DIVERSION 1 OF 3

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
HP Elite Book and Accessories	3	\$ 2,345.00	\$ 7,035.00	HP tablet and Accessories (docking station, hardware supp
Surface Pro Tablet and Accesso	3	\$ 2,170.02	\$ 6,510.06	Surface Pro tablet and Accessories (keyboard, cover, docki
Platinum Whiteboard	1	\$ 816.57	\$ 816.57	Whiteboard for staff to utilize for trainings and presentations
Total Equipment Costs			\$ 14,361.63	

Note: Equipment is defined as items that cost \$500.00 or more and have a useful life of more than one year.

Staff Positions Budget Form

COUNTY: FAIRFIELD FY23 FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change Hybrid LOCAL PROGRAM / ACTIVITY NAME: DIVERSION 2 OF 3

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
WENDY HALE	CASE MANAGER	EXISTING	968	22.83	\$ 22,099.44
LUCAS STEMEN	CASE MANAGER	NEW	1120	23.63	\$ 26,465.60
KRYSTINA VAN METER	CASE MANAGER LEAD	EXISTING	968	24.81	\$ 24,016.08
BROOKE WOODS	CASE MANAGER	NEW	1120	25.68	\$ 28,761.60
AMANDA ENDERLE	CASE MANAGER	EXISTING	968	23.63	\$ 22,873.84
			1120	24.46	\$ 27,395.20
TOTAL STAFF POSITIONS					\$ 248,376.56

Fringe Benefits		TOTAL FRINGE BENEFITS	TOTAL STAFF and FRINGE BENEFITS
Type	*OPERS		
Type	*HEALTH INS/EAP		
Type	*WORKERS COMP		
Type	*MEDICARE		
Type	*LIFE INS		
TOTAL FRINGE BENEFITS			
TOTAL STAFF and FRINGE BENEFITS		\$	248,376.56

Budget Narrative - Describe the services that the positions will provide.

DIVERSION CASE MANAGERS OFFER DIVERSION ACCOUNTABILITY PROGRAM SERVICES WHICH PRIMARILY FOCUS ON ALTERNATIVES TO THE YOUTH BEING FORMALLY CHARGED AND/OR GOING THROUGH THE PROCESS OF THE TRADITIONAL MORE LENGTHY MEANS OF THE JUVENILE JUSTICE SYSTEM.

*SEE PAGE 1 OF 3 FOR FRINGE BENEFIT TOTAL, INCLUSIVE OF ALL DIVERSION STAFF.

Staff Positions Budget Form

COUNTY: FAIRFIELD FY23

FUNDING CATEGORY: Subsidy Grant

Activity Purpose

LOCAL PROGRAM / ACTIVITY NAME:

DIVERSION 3 OF 3

[illegible]

Staff Positions Budget Form

COUNTY: FAIRFIELD FY23

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME: MEDIATION

03/21/2023

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
PATRICIA CIRIPOMPA	MEDIATOR	EXISTING	368	27.23	\$ 10,020.64
			420	28.18	\$ 11,835.60
TOTAL STAFF POSITIONS					\$ 21,856.24

Fringe Benefits		
Type		\$ 3,041.44
*HEALTH INS/EAP		
*WORKERS COMP		\$ 325.00
*MEDICARE		\$ 315.18
*LIFE INS		
TOTAL FRINGE BENEFITS		\$ 3,681.62
TOTAL STAFF and FRINGE BENEFITS		\$ 25,537.86

Budget Narrative - Describe the services that the positions will provide.
 THE MEDIATION SPECIALIST FACILITATES MEDIATION SERVICES TO COURT-INVOLVED YOUTH AND VICTIM (UPON AGREEMENT BY BOTH) TO RESOLVE AREAS OF CONFLICT AND DEVELOP A MEDIATED AGREEMENT TO PREVENT INCIDENTS FROM ESCALATING INTO FORMAL COURT PROCESS.

Purchased or Contract Services Budget Form

COUNTY: FAIRFIELD FY23

FUNDING CATEGORY: Subsidy Grant

Activity Purpose

Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME:

WORKFORCE DEVELOPMENT

[illegible]

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: FAIRFIELD FY23

FUNDING CATEGORY: Y/E EVB Program Development

Activity Purpose

Program Development

LOCAL PROGRAM / ACTIVITY NAME:

CAREY GUIDES, BITS, CQI

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
THE CAREY GROUP	PUBLIC	CAREY GUIDES, BITS, CQI	1	\$ 29,400.00	\$ 29,400.00
Total Purchased or Contract Services					\$ 29,400.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

COUNTY: FAIRFIELD FY23

FUNDING CATEGORY: Competitive. RECLAIM

COUNTY: FAIRFIELD FY23

Activity Purpose Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: COMMUNITY-BASED RESPITE

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

COUNTY: FAIRFIELD FY23

FUNDING CATEGORY: Competitive. RECLAIM

03/21/2023

Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME:

[illegible]

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Maintenance Costs Budget Form

COUNTY: FAIRFIELD FY23

FUNDING CATEGORY: Competitive RECLAIM

Activity Purpose Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME: ILL BUILDING AND ENGAGEMENT CLA

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
SNACK AND BEVERAGE	15	\$ 50.00	\$ 750.00	SNACK AND BEVERAGE FOR YOUTH PARTICIP,
Total Maintenance Costs			\$ 750.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

SUBSIDY GRANT NARRATIVE

SKILLS / KNOWLEDGE

INDIVIDUAL YOUTH TRACKING REQUIRED

SKILLS/KNOWLEDGE PROGRAMS: ACTIVITIES DESIGNED TO TEACH AND EDUCATE WHEN A DEFICIT IS NOTED AND/OR SKILL ACQUISITION IS NECESSARY FOR SUCCESS.

REQUIREMENTS:

Skills/Knowledge Activities

- These activities require systematic instruction that provides guidance, practice, feedback and experience.
- Requires an assessment and/or testing prior to, or at activity admission, and at activity completion – success is measured by skill attainment at program termination.
- These activities must contribute to reducing a criminogenic risk (e.g.; school, pro-social decision-making) or contribute to a need that reduces a youth's risk to offend or re-offend.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

PROGRAM INFORMATION

County Name	Fairfield	Projected Start Date	07/01/2021
Local Program Name	Workforce Development		
Primary Service Location	Community	Activity Purpose	Skills / Knowledge Program
Domain of interest (Check All That Apply)	<input checked="" type="checkbox"/> Employment / Vocational Activities <input type="checkbox"/> Education Activities <input type="checkbox"/> Skill Acquisition Activities <input type="checkbox"/> Life Skills Activities		
Primary Intervention(s)	Soft Skills to Pay the Bills (for most youth)		
Recognized Curriculum or Service Model	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Source	Department of Labor https://www.dol.gov/agencies/odep/program-areas/individuals/youth/transition/soft-skills		
Quality Assurance Provider	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

TARGET POPULATION

Sex	Males/Females	Offense Level	All offenses (status, misdemeanor, felony)
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth/Families 35 Drop-Down Required Field Enter # Here
Age Range	14 - 18 years of age	Average # of Direct Service Hours per Youth/ Family	Youth 12 hours average Family n/a

Risk Level(s) at Admission	Low, Moderate, High risk as measured by the OYAS Risk Assessment	Projected # of Completion Successes	Youth 22 Family n/a
Screens and Assessments	Ohio Means Job Assessment Pre and Post Test for "Soft Skills to Pay the Bills"		

EXPECTED PROGRAM OUTCOMES

First Outcome (Outcome to be tracked for annual report):

The primary outcome is for 85% of all youth who are enrolled in WFD to gain employment within 30 days of completion of the "Skills to Pay the Bills" training or other comparable training program.

Second Outcome (Optional):

The secondary outcome is for at least 85% of all youth enrolled in the Community Action "Skills to Pay the Bills" to receive a work-readiness certificate.

Additional Outcome (Optional):

Enter additional outcome

PROGRAM DESCRIPTION

At a minimum, the description should include:

- 1.) The quantifiable primary purpose(s) for the program and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the domain of interest(s) targeted. Describe the process from referral to termination.
- 3.) The length, frequency, and duration of services
- 4.) Measures of success - how does the program determine successful completion, how is youth progress monitored, what incentives or rewards are used.

The goal of providing a Workforce Development Program (WFD) to court-involved youth is to prepare them for the workforce and increase their ability to gain and maintain employment. The primary outcome is for 85% of all youth who are enrolled in WFD to gain employment. The secondary outcome is for at least 85% of all youth enrolled in the Community Action "Skills to Pay the Bills" to receive a work-readiness certificate.

The domain of interest is Employment and Vocational Services.

Youth are referred into the WFD program by their Court Case Manager or Specialist. This may be a Probation Case Manager or Diversion/PYD Specialist. Occasionally a youth will be referred into the program by a member of the Judicial Team. When this occurs the youth's Case Manager/Specialist will facilitate the referral.

The program uses a 5-step approach:

Assessment, Job Readiness, Job Search, Job Placement, Job Retention.

- Assessment

The WFD Coordinator meets with youth and parent or guardian. The program is explained and a WFD assessment/intake is completed by youth. An assessment review takes place to determine the level of assistance the youth may need in order to obtain employment. All youth are also introduced to and sign up for the Ohio Means Job web-based program where additional skill assessments are completed.

- Job Readiness Training

Through a contract with Lancaster Fairfield Community Action Agency (LFCAA), youth enrolled in the court's WFD program are provided the Department of Labor evidence based, pre-employment program "Soft Skills to Pay the Bills". Youth participate in pre-employment workshops through LFCAA that focus on workforce readiness skills in six skill areas: communication, enthusiasm/attitude, teamwork, networking, problem-solving/critical thinking, and professionalism.

The curriculum utilized, *Soft Skills to Pays Bills: Mastering Soft Skills for Workplace Success*, was developed by The Office of Disability Employment Policy. Participants complete Pre- and Post-training assessments to measure changes in their knowledge, behavior, and attitudes as a result of the training. With the successful completion of the job readiness training, youth will receive a certificate of completion.

- **Job Search**

Youth receive ongoing support and guidance throughout the job search process. Assistance provided with setting employment goals, creating a resume and completing online job applications, following-up with employers, reading and understanding job postings. Personal hygiene and appropriate work attire are also addressed.

- **Job Placement Assistance**

The youth receives assistance with understanding employer expectations and work rules, following work schedules, communicating with supervisors, work permit process. Support services are provided on as need basis (work attire, transportation, etc.).

- **Job Retention**

The WFD Coordinator provides regular follow-up to youth while employed and addresses any issues and/or problems before they escalate to youth being fired or quitting. The Coordinator ensures that the youth receives support services needed to maintain employment.

Incentives are used in the WFD program at different achievement points in the program. Gift cards may be given for keeping appointments, gaining employment and other achievements. When needed the WFD Coordinator will provide assistance for work attire, haircuts, winter coats, etc. The source for the incentives and other purchases as described is the Fairfield Up, Inc. non-profit which supports the needs of Fairfield County at-risk youth.

Coordination of the Fairfield County Juvenile Court WFD program is facilitated by Ginny Grilli, Workforce Development Program Coordinator through a contract with SURGE Employment Services.

Typically a youth works with/meets with the WFD Coordinator weekly. A youth is maintained in the WFD program until they separate from their court involvement. The WFD Coordinator continues to provide support to the youth's employment search or retention until that time. The youth's employment status is monitored by the Coordinator at 30, 90 and 120 days after hire date.

The Court shall partner with TeenWorks Inc., a non profit 501C3, and will provide funding in the amount of 10,000 to support the Subsidized Youth Employment Program (SYEP), which is designed to provide subsidized wages to youth while giving employers incentives to provide quality on-the-job training. The target population are youth aged 14-18, who face barriers to employment and this program collaboration helps to foster additional opportunities for transition into unsubsidized employment.

QUALITY ASSURANCE

Please describe quality assurance processes here. (Clearly identify the individual(s) providing the QA and remember that the individual(s) facilitating the service cannot be the QA person.

The Fairfield County Juvenile Court has established QA mechanism within all of the court's programs as well as all court services. These mechanisms establish a system of QA within the court that evaluates all programs utilizing a common strategy to measure key outcomes and/or process variables that contribute to data-driven program improvement. The court has identified Patrick Epler to serve as the Deputy Director of Quality Assurance and Strategic Planning. It is the principle of the court that the key QA individual for any program will not be any individual facilitating or participating in the direct provision of the service under evaluation. As a part of this QA process, the court will comply with all required DYS QA and evaluation, including maintenance of OYAS 2.0, the DYS youth tracking system.

The court's QA process include the following steps that cover review at the individual Workforce Development Coordinator level as well as review of the aggregate data:

- * The Deputy Director of Strategic Planning and Quality Assurance will meet with the Workforce Development Coordinator monthly to review case files, case progress, successes and challenges. This will provide the opportunity for individual case course correction and review of the skills/training needs of individual staff.

- Court staff from all programs input youth data into the DYS OYAS 2.0 system in a timely manner as the quarters progress. It is the court's requirement that the staff closest to the provision of service with accurate knowledge of the case will enter data.

- Deputy Director Patrick Epler will review the quality and completeness of data at least monthly.
- At the conclusion of each quarter, each program coordinator reviews their data for completeness and utilizes the data as a part of staff supervision strategies. Annually, (December) a data book illustrating data and trends for each court program, including Workforce Development, is prepared and a QA retreat is held to determine performance toward youth outcomes and identification of program priorities and goals for the ensuing year.

PROGRAM CONTACT INFORMATION

Name, Title	CJ Roberts, Interim Deputy Director Resource Center
Agency	Fairfield County Juvenile Court
Agency Address	224 East Main Street, Lancaster Ohio 43130
Phone Number	740-215-5461
E-mail	carrie.roberts@fairfieldcountyohio.gov

QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Patrick Epler, Deputy Director Quality Assurance and Diversion
Agency	Fairfield County Juvenile Court
Agency Address	123 East Chestnut Street Lancaster Ohio 43130
Phone Number	740-652-7214
E-mail	patrick.epler@fairfieldcountyohio.gov

COMPETITIVE RECLAIM COMMUNITY DIVERSION INTERVENTIONS PROGRAM NARRATIVE

COMPETITIVE RECLAIM IS A PERFORMANCE-DRIVEN GRANT MADE POSSIBLE BY THE CONTINUED SUCCESS OF JUVENILE COURTS IN REDUCING THE DYS FACILITY POPULATION AS WELL AS THE SUCCESSES OF THE DEPARTMENT'S INVESTMENTS IN COMMUNITY-BASED PROGRAMMING. THE PURPOSE OF THIS CATEGORY IS TO DEVELOP AND/OR BROADEN A SHARED VISION AMONGST THE COMMUNITY WHERE YOUTH SUCCESS IS DEFINED AS HAVING NO FORMAL JUVENILE JUSTICE CONTACT. IDEALLY, COMMUNITY DIVERSION INTERVENTION STRATEGIES SHOULD BE DRIVEN BY LAW ENFORCEMENT, SCHOOLS, AND OTHER COMMUNITY ORGANIZATIONS WITH THE GOAL THAT THESE PROVIDERS FIRST SERVE THE MAJORITY OF IDENTIFIED AT-RISK-YOUTH WHO REQUIRE INTERVENTIONS.

REQUIREMENTS:

Competitive RECLAIM Community Diversion Interventions is available by competitive selection to juvenile courts in FY 2022.

- All program youth served that have a formal complaint must be minimally assessed using the Ohio Youth Assessment System (OYAS) Diversion tool. Program also may use other risk or needs screens with youth when appropriate.
- Courts must adhere to quality assurance standards to ensure program fidelity, including training, coaching, data collection and evaluation. Juvenile courts may contract for these services from a qualified university partner or other appropriate organization.
- Courts must submit youth tracking data. The data shall be submitted using OYAS 2.0, tracking spreadsheets, or other format jointly agreed to by the court and DYS.
- Proposed activities must be consistent with the enhanced diversion practices and guidelines established by the Juvenile Diversion Toolkit for Judicial Use released by the Supreme Court of Ohio.

PROGRAM INFORMATION

County Name	Fairfield County	Projected Start Date	03/01/2023
Local Program Name	Community-Based Respite		
Primary Service Location	Community	Activity Purpose	Behavioral Change Program
Domain of Interest (Check All That Apply)	<input checked="" type="checkbox"/> Juvenile Justice <input checked="" type="checkbox"/> Diversion <input type="checkbox"/> Behavioral Health <input type="checkbox"/> Human Trafficking		
Primary Intervention(s)	Diversion Respite Services		
Research Evidence	<input type="checkbox"/> EvB – Research Cited <input checked="" type="checkbox"/> Hybrid – Research Informed		
Research Source	If EVB, cite the source here. (Citing the source is required)		
Quality Assurance / Evaluator	<input checked="" type="checkbox"/> COURT <input type="checkbox"/> CONTRACTED		

TARGET POPULATION

Sex	Males/Females	Offense Level	Status, Misdemeanor, Felony
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth 20 Family 20

Age Range	6 years old - 18 years old	Average # of Direct Service Hours per Youth/ Family	Youth 10 Family 10
Youth Risk Level(s) at Admission	Low, Moderate, High	Projected # of Completion Successes	Youth 15 Family 15
Screens and Assessments	Detention Screening Instrument (DSI) Family and Youth Interview MAYSI-2 GAIN-SS Human Trafficking Screener Basic Needs Assessment		

EXPECTED PROGRAM OUTCOMES

First Outcome:

___% of youth will not incur a new domestic violence charge within one year of program completion.

Second Outcome:

The number of youth detained at the Multi-County Juvenile Detention Center (MCJDC) for domestic violence charges will be reduced by 25% during the first year of funding as based on the JDAI Quarterly Reporting System (QRS)

Additional Outcome:

Please enter the # of youth that re-offend after unsuccessful program completion

PROGRAM DESCRIPTION

At a minimum, the Program Description should include:

- 1.) The quantifiable primary purpose(s) for the program, and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the domain of interest(s) targeted. Describe the process from referral to termination. Clearly describe how youth are screened for referral to the program.
- 3.) The frequency of contact with program participants and average duration of services (or range) from intake to termination.
- 4.) Measures of success – how does the program determine successful completion, how is youth progress monitored, what incentives or rewards are used.

The Fairfield County Juvenile Court has partnered with The Village Network to provide a community-based, voluntary, short-term respite opportunity for at-risk youth in Fairfield County; the Fairfield County Community-Based Respite (FCCBR). The primary purpose of this program is to divert youth from formal processing and secure detention by providing a community-based voluntary respite opportunity and providing linkage to community-based services. The Court and the community have continuously identified a service gap that meets the need for youth and families by providing short-term, voluntary respite without an overreliance on secure detention or by severely impacting parental rights. The FCCBR would provide bed space(s) at a certified foster home(s) through a partnership with the Village Network to provide safe overnight respite for youth who are not appropriate for secure detention and cannot be maintained in the home during the emergent crisis but could be safely maintained within the community at an alternative placement. Through the Village Network 5 - 10 respite homes have been identified and could be available in Fairfield County to serve the FCCBR initiative.

The Fairfield County Juvenile Resource Center serves as a single point of entry for at-risk youth, referred by the community, child protective service agencies, and law enforcement by responding to the crisis and ongoing needs of the youth and family. The Resource Center is located at 625 Garfield Avenue, within Connexion West, a community-based service center that is open to the public. The Resource Center provides youth and families with comfortable meeting spaces, access to a food pantry, clothes, and basic need items. Typical business hours are Monday- Friday 8:00 am - 8:00 pm in addition to operating a 24/7 on-call emergency phone line for youth needing served outside of the typical hours of operations. By partnering with community-based agencies, the Resource Center provides coordinated responses to youth and families, screenings, assessments, safety planning, and referrals on available best practices and services that best match the identified need of that family and youth.

Family crisis, runaway youth, and domestic disputes are often referred to the Resource Center which allows for physical separation and relief during the emergent crisis. The FCCBR will enhance and expand upon the Resource Center's functions by providing additional relief and a safe place for the youth to stay for a brief period of time while wrapping community providers, services, and supports around the youth and family, yielding a successful and more stable transition back into the home.

Upon identification, Resource Center staff will provide the youth and family with information about the FCCBR. Accessing services through the FCCBR shall be voluntary. Whomever has legal care and control of the youth (parent, PCSA, custodian, guardian) shall be given the opportunity to ask questions before voluntarily agreeing to the services.

Youth may be placed in respite care for a period of up to 5 nights, with the potential to remain in respite care for an additional 5 nights (10 nights in total) with required approval from the Resource Center Coordinator. Any Resource Center approved respite stay beyond the 5th night shall be funded outside of this competitive grant. While in placement, the youth and family would be assessed, referred to community-based service providers, and a safety plan would be implemented to ease the transition back into the home. Custodial consent and associated forms can be completed on site at the Resource Center without disrupting parental rights. Care coordination hours will be provided and billed by The Village Network, with an average of 10 services hours per youth/family.

Upon obtaining the consent, Resource Center staff will contact The Village Network Placement Coordinator to secure a bed and exchange placement specific details. Transportation services are available to the youth and family through the Resource Center staff. Assessments and screening results will be shared with the Village Network to prevent assessment duplications.

The Village Network will conduct any additional assessments and evaluations needed. The Resource Center will provide referrals with the support and at the discretion of The Village Network and the family. The Resource Center staff will provide informal case management (voluntary diversion) to the youth and family for up to 30 days after the youth successfully transitions back into the home. The informal case management will enable youth to be diverted from formal processing by providing intentional diversion opportunities through community-based respite, referrals and linkage to services, allowing additional supports to be implemented for the family. By providing voluntary diversion the youth and family will continue to have access and support to services and resources through the duration of the case. If a youth is the subject of a formal complaint, the Resource Center staff will communicate and coordinate court appearance, transportation for the youth and family, and provide a court report, including any recommendations.

Successful completion of the FCCBR program will be defined as the youth's transition back into the home prior to exceeding the maximum number of respite days provided with significant focus and appropriate documentation illustrating the family and youth's willingness to engage and follow through with treatment recommendations and community-based service providers.

The FCCBR will strive to divert all eligible youth from formal processing, while recommending interventions and services to prevent further penetration into the juvenile justice system. The FCCBR will utilize evidence-based principles by making targeted referrals, based on screening and assessment results, and referring to service providers utilizing evidence-based principles.

The overall goal of the FCCBR is to assist youth and families by providing a brief period of respite allowing for community-based service linkage and supports to assist the youth and family in the immediate need and creating an ongoing support system for the youth and family to eliminate additional crisis and disputes that further penetrate the youth and family into the juvenile justice and child welfare systems.

The Resource Center Assessment Includes:

- Detention Screening Instrument (DSI)
- Screening for Immediate Medical Needs
- Behavioral Health Screening (Includes Mental Health and Substance Use)
 - o MAYSI-2
 - o GAIN-SS
- Behavioral Health Treatment
 - o Mobile Crisis Unit
- Human Trafficking Screener
- Basic Needs Assessment

Categories of Expense May Include:

- Foster home training and certification, nightly respite per diem, youth maintenance, and/or care coordination and case management services as provided by the Village Network.
- Fairfield County Juvenile Court service interventions provided as in-kind contributions.

QUALITY ASSURANCE

The Village Network provides internal quality assurance for case management and licensed foster home certifications.

*List activities***

The Village Network will provide contact information and demographics for the respite provider to the Court prior to voluntary placement. The Village Network or the respite provider will provide daily updates on the youth including any progress, and identified steps towards reunification. Contact information between the Village Network, the Resource Center and the respite-provider will be exchanged between all parties to allow for phone contact as needed.

The Village Network will provide all discharge summaries, case plans, safety plans or any other type of case documentation to the Resource Center Coordinator.

The Fairfield County Juvenile Court has established Quality Assurance (QA) mechanism within all of the court's programs as well as all court services. These mechanisms establish a system of QA within the court that evaluates all programs utilizing a common strategy to measure key outcomes and/or process variables that contribute to data-driven program improvement.

The court has identified Patrick Epler to serve as the Deputy Director of Diversion and Quality Assurance. It is the principle of the court that the key QA individual for any program will not be any individual facilitating or participating in the direct provision of the service under evaluation.

As a part of this QA process, the court will comply with all required DYS QA and evaluation, including maintenance of OYAS 2.0, the DYS youth tracking system.

The court's QA process include the following steps that cover review at the individual Resource Center Specialist level as well as review of the aggregate data:

- The Resource Center Lead will meet with each Resource Center Specialist monthly to review case files, case progress, successes, and challenges. This will provide the opportunity for individual case course correction and review of the skills/training needs of individual staff. This review will include referrals to and participation in the community-based respite, as funded through this grant.
- Court staff from all programs input youth data into the DYS OYAS 2.0 system in a timely manner as the quarters progress. It is the court's requirement that the staff closest to the provision of service with accurate knowledge of the case will enter data.
- Deputy Director (Patrick Epler) will review the quality and completeness of data at least monthly.
- Annually, (December) a data book illustrating data and trends for each court program, including the Resource Center programs and the Respite Intervention is prepared, and a QA retreat is held to determine performance toward youth outcomes and identification of program priorities and goals for the ensuing year.
- A review of terminated Respite Intervention track youth is conducted quarterly to determine whether or not that youth has recidivated.
- Resource Center staff are responsible for this review with results given to Deputy Director Epler to include in the court's recidivism analysis.

At minimum, the Village Network shall provide a monthly report to the Fairfield County Juvenile Court.

PROGRAM CONTACT INFORMATION

Name, Title	Marlene or Amanda??
Agency	
Agency Address	
Phone Number	
E-mail	

QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Patrick Epler, Deputy Director of Diversion and Quality Assurance
Agency	Fairfield County Juvenile Court
Agency Address	123 East Chestnut St., Lancaster, OH 43130
Phone Number	740-
E-mail	patrick.epler@fairfieldcountyohio.gov



Department of Youth Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Amy L. Ast, Director

January 9, 2023

The Honorable Terre L. Vandervoort
Fairfield County Juvenile Court
224 East Main St., 3rd Floor
Lancaster, OH 43130

Dear Judge Vandervoort:

We have reviewed the Fairfield County Juvenile Court's two-year Competitive RECLAIM Community Diversion proposal. I am pleased to inform you that the proposal is approved in the amount of \$50,000 for FY 2023. Funds awarded will be distributed to the court in January.

The court will need to add the Competitive RECLAIM program and funds to the FY 2023 Subsidy Grant Funding Application through an amendment to the approved application.

As part of the initiative, the court is expected to adhere to all of the conditions prescribed in the Competitive RECLAIM grant solicitation. If you or your court staff have any questions regarding these expectations, please feel free to call Perry Palumbo directly at (614) 572-9648.

Sincerely,

Corey Shrieve
Bureau Chief, Community Reinvestment

cc: Subsidy Grant Contact

COMPETITIVE RECLAIM GRANT NARRATIVE

PRO-SOCIAL ACTIVITIES

INDIVIDUAL YOUTH TRACKING REQUIRED

ACTIVITIES DESIGNED TO SUPPLEMENT EVIDENCE BASED PROGRAMS

REQUIREMENTS:

- Each youth must be tracked individually.
- Activities require on-going staff accountability and participation.
- Youth participation is voluntary.
- Measurements of success are defined by the fulfillment of a jointly developed plan or expectation.
- Pro-Social activity supports an existing behavioral change program.

ACTIVITIES

Name of County	Fairfield County	Activity Start Date	March 1, 2023
Local Activity Name	Skill Building and Engagement Class		
Primary Service Location	Community		
EVB Program(s) the Pro-Social Activity Supports: Diversion			

TARGET POPULATION

Sex	Males/Females	Age Range	11-18
Race/Ethnicity	All- Non Specific	Estimated # to be Served	Youth 56 Family Enter # Here
Projected # of Completion Successes	Youth 42 Family Enter # Here		

PRO-SOCIAL ACTIVITY DESCRIPTION

At a minimum, the description should include:

- 1.) The quantifiable purpose of the activity, and the expected short-term outcomes.
- 2.) How are youth admitted/referred to the program, and describe the activities in which youth participate.
- 3.) The frequency of contact with program participants and average duration of services (or range).
- 4.) Measures of success – how does the program determine successful completion and how is youth progress monitored.

The Fairfield County Juvenile Court in collaboration with community vendors; individuals and/or businesses will conduct a weekly Skill Building and Engagement Class for moderate to high-risk youth who are in Diversion. The purpose of this activity is to provide an array of optional pro-social interventions to reduce the number of youth who are unsuccessful on their Diversion Contracts by serving them through community based interventions.

Youth who have screened as moderate to high-risk on their Diversion OYAS and have also made minimal progress on their Diversion Contract after 45 days may be referred to the Skill Building and Engagement Class by their assigned Diversion case manager. The completed referral form will indicate which activity best meets the specific needs of the youth being referred. Youth referred will participate in a structured group setting focused on an array of life skills. Each class will be offered at a community-based location and facilitated primarily by community partners at each location along with a court staff member. Each class will range from 4-8 youth at any given time. The full amount of the grant award shall be expended on the Skill Building and Engagement class which will be comprised of the following components :

Independent Living: The Fairfield County Juvenile Court has partnered with First United Methodist Church to participate in cooking and meal prep, alongside staff, for their daily free lunches. Youth involved with cooking will also have the opportunity to engage with community members through service delivery. This component of the Skill Building and Engagement Class will be utilized for youth identified as needing independent living skills or those youth who have identified an interest in human services.

Pro-Social Activities: For purposes of providing pro-social activities and helping youth establish connections within the community, Fairfield County Juvenile Court has partnered with Bobbi McKinnon who teaches art in a local school district. Ms. McKinnon will provide art classes to those youth who have an interest in art. Additional businesses and vendors shall be sought out for the youth and may include, Art and Clay on Main Street, the Rainbow Alliance, other youth recreational related businesses, and/or use of Lead court staff to facilitate pro-social group activities.

Educational Support: The Fairfield County Juvenile Court will partner with local educational providers to meet with youth in a small group setting within the community to provide additional educational supports. Youth who have been identified as triggering Juvenile Court involvement for school attendance issues or youth who are identified as needing additional educational support will benefit with small-study sessions with a tutor.

The program will run weekly and will rotate different activities every week. Youth may be referred as many times as needed and there is no limit on how many times a youth can be referred. The average duration of this program for any given youth can range from 1-3 months.

This grant shall also provide the youth participants a snack and beverage in each class at an approximate cost of \$50.00, per class.

EXPECTED PROGRAM OUTCOMES

Primary Outcome (Outcome to be tracked for Annual Report):

It is a goal to have a minimum of 42 (75% of youth participating 42/56) will not have an additional charge within 12 months following completion.

Additional Outcomes (Optional):

Enter any additional outcomes if applicable

QUALITY ASSURANCE / CONTROL

The Fairfield County Juvenile Court has established QA mechanism within all of the court's programs as well as all court services. These mechanisms establish a system of QA within the court that evaluates all programs utilizing a common strategy to measure key outcomes and/or process variables that contribute to data-driven program improvement. The court has identified Patrick Epler to serve as the Deputy Director of Diversion Services. It is the principle of the court that the key QA individual for any program will not be any individual facilitating or participating in the direct provision of the service under evaluation. As a part of this QA process, the court will comply with all required DYS QA and evaluation, including maintenance of OYAS 2.0, the DYS youth tracking system.

Court Staff will be present to observe most activities. The court's QA process includes the following steps that cover review at the individual intervention level as well as review of the aggregate data:

- Court Staff will be present alongside community partners and observe at most activities.
- The Skill Building and Engagement Team (Lead Diversion Case Manager, QA and Administrative Support Specialist, Support Services Lead, Special Docket/Strategic Initiatives Coordinator, Behavioral Health Specialist) will meet quarterly to evaluate program success and challenges and will provide the opportunity for course correction in the development and implementation of this new intervention and review of the skills training needs of individual staff or adjustments to service provision.
- The Lead Diversion Case Manager will receive the Skill Building and Engagement Class referral form and input data into the OYAS 2.0 system in a timely manner as the quarter progresses.
- The QA and Administrative Support Specialist will review the quality and completeness of data at least monthly.
- Quarterly reporting to ODYS will be maintained and all required data elements will be tracked in this process.
- Annually, (December) a data book illustrating data and trends for each court intervention including the Skill Building and Engagement, is prepared and a QA retreat is held to determine performance toward youth outcomes and identification of program priorities and goals for the ensuing year.

ACTIVITY CONTACT INFORMATION

Name, Title	Patrick Epler, Deputy Director Quality Assurance and Diversion
Agency	Fairfield County Juvenile Court
Agency Address	123 E. Chesnut Street, Lancaster Ohio 43130
Phone Number	740-652-7214
E-mail	patrick.epler@fairfieldcountyohio.gov



Department of Youth Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Amy L. Ast, Director

January 9, 2023

The Honorable Terre L. Vandervoort
Fairfield County Juvenile Court
224 East Main St., 3rd Floor
Lancaster, OH 43130

Dear Judge Vandervoort:

We have reviewed the Fairfield County Juvenile Court's two-year Competitive RECLAIM Prosocial Support Activity proposal. I am pleased to inform you that the proposal is approved in the amount of \$20,000 for FY 2023. Funds awarded will be distributed to the court in January.

The court will need to add the Competitive RECLAIM program and funds to the FY 2023 Subsidy Grant Funding Application through an amendment to the approved application.

As part of the initiative, the court is expected to adhere to all of the conditions prescribed in the Competitive RECLAIM grant solicitation. If you or your court staff have any questions regarding these expectations, please feel free to call Perry Palumbo directly at (614) 572-9648.

Sincerely,

A handwritten signature in black ink, appearing to read 'Corey Shrieve'.

Corey Shrieve
Bureau Chief, Community Reinvestment

cc: Subsidy Grant Contact

PROGRAM DEVELOPMENT NARRATIVE

THIS FORM MUST BE SUBMITTED WITH THE FY 2023 JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION THAT IS DUE IS ON JUNE 1, 2022.

REQUIREMENTS:

Program Development

- This form must be completed by courts that are using grant funds for program development activities. Please fill in all applicable fields where activities are being proposed (i.e. technical assistance, training, etc.).
- Funds can be used for technical assistance, training, and/or quality assurance related to evidence-based programming.

GENERAL INFORMATION

Name of County	Fairfield
EVB Intervention(s)	BITS for Line Staff and CQI Supervisory State-wide Training

TECHNICAL ASSISTANCE DESCRIPTION

The Carey Group shall provide a total of 3 training sessions at a cost of \$5,750 for a total of 60 participants, state-wide within FY23. The Carey Group shall provide an additional 2 training sessions at a cost of \$5,950 for a total of 40 participants, state-wide within FY23. Trainings shall be comprised of 4 BITS sessions for line staff and 1 Continuous Quality Improvement Training session for supervisors.

TRAINING DESCRIPTION

The Carey Group shall provide a total of 3 training sessions at a cost of \$5,750 and 2 training sessions at a cost of \$5,950, per session as described below for line and supervisory staff:

Carey Guides and Brief Intervention Tools (BITS) training sessions shall be provided in four (4) sessions for 20 attendees, per session which shall be comprised of Fairfield County staff and additional state-wide county participants.

Continuous Quality Improvement (CQI)/Coaching training session shall be provided in one (1) session for 20 attendees, which shall be comprised of Fairfield County supervisory staff and additional state-wide county participants.

Carey Guides and BITS:

- explain basic risk reduction research that supports the use of Carey Guides and BITS
- describe the purpose and content of the Carey Guides and BITS
- use Carey Guides and BITS to teach and practice skills
- explain how to make the most effective use of the Carey Guides and BITS

CQI/Coaching

- list the domains that are common to an effective EPB CQI process
- determine the agency's needs around CQI
- articulate a process for developing an action plan to implement CQI
- use a variety of tools to support effective CQI processes (e.g., direct observation and case audit checklists; the Carey Guides CQI Manual) and integrate these into the action plan.

Any additional training opportunities as identified and offered for staff and/or Respite stays beyond the fifth night to be paid with any unallocated funds as first approved by DYS.

QUALITY ASSURANCE DESCRIPTION

Proposals with the Carey Group, Consulting and Publishing were fully executed on 06.08.2022 for a total of three (3) trainings to be conducted in FY23, at a cost of \$5,750, per training and on 12.15.2022 for a total of two (2) trainings to be conducted in FY23, at a cost of \$5,950, per training.

Registration shall be offered state-wide and sign-in sheets shall be provided by the Carey Group at the conclusion of each training to confirm the total of 100 (one hundred) state-wide participants was met and the training agreement was fulfilled.

Court Contact Person	LeAnna Shaeffer	E-Mail Address	leanna.shaeffer@fairfieldcountyoio.gov
Phone Number	740.652.7465		

Amendment Form / Fiscal Accountability
(To Replace Attachment A Page 1 of the Grant Agreement)

County: <u>FAIRFIELD, 03.17.2023</u>	Amendment # <u>1</u>
Allocations	
FY 2023 Tentative Base Allocation (YSG/510)	(1A) \$ 220,418.00
FY 2023 Tentative Variable Allocation (RECLAIM/401)	(2A) \$ 639,206.85
FY 2023 Supplemental RECLAIM Allocation	(3A) \$
FY 2023 Targeted RECLAIM Allocation	(4A) \$
FY 2023 Competitive RECLAIM Allocation	(5A) \$ 140,500.00
FY 2023 JDAI Allocation	(6A) \$
FY 2023 Y/E EVB Program Development Allocation	(7A) \$ 13,000.00
FY 2023 Behavioral Health/Juvenile Justice (BHJJ)	(8A) \$
Allocations Subtotal	(A) \$ 1,013,124.85
Tentative Carryover Balance as of 6/30/22 and Carryover Limit	
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B) \$ 68,283.65
Targeted RECLAIM Carryover	(2B) \$
Competitive RECLAIM Carryover	(3B) \$ 50,255.76
JDAI Carryover	(4B) \$
Y/E EVB Program Development Carryover (include any former HB-153 Funds)	(5B) \$ 38,635.26
Behavioral Health/Juvenile Justice (BHJJ)	(6B) \$
Tentative Carryover Subtotal	(B) \$ 157,174.67
Carryover Limit (25% of Total FY 2021 RECLAIM and Youth Services Grant Allocations)	(C) \$ 166,505.06
Exemptions	
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D) \$
Targeted RECLAIM Exemption	(2D) \$
Competitive RECLAIM Exemption	(3D) \$ 50,255.76
JDAI Exemption	(4D) \$
Y/E EVB Program Development	(5D) \$ 38,635.26
Behavioral Health/Juvenile Justice (BHJJ)	(6D) \$
Total Exemptions	(D) \$ 88,891.02
Withholdings	
Subsidy Grant (YSG + RECLAIM)*	(1E) \$
Targeted RECLAIM	(2E) \$
Competitive RECLAIM	(3E) \$
JDAI	(4E) \$
Y/E EVB Program Development	(5E) \$
Behavioral Health/Juvenile Justice (BHJJ)	(6E) \$
Withholding Estimate (to be withheld from FY 2023 payments)	(E) \$ -
Available Program Funds	
Subsidy Grant (YSG + RECLAIM)*	(1F) \$ 927,908.50
Targeted RECLAIM	(2F) \$
Competitive RECLAIM	(3F) \$ 190,755.76
JDAI	(4F) \$
Y/E EVB Program Development	(5F) \$ 51,635.26
Behavioral Health/Juvenile Justice (BHJJ)	(6F) \$
Total Available FY 2023 Program Funds	(F) \$ 1,170,299.52
Estimated Program Costs	
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G) \$ 887,612.17
Targeted RECLAIM Estimated Program Costs	(2G) \$
Competitive RECLAIM Estimated Program Costs	(3G) \$ 190,500.00
JDAI Estimated Program Costs	(4G) \$
Y/E EVB Program Development Costs	(5G) \$ 30,500.00
Behavioral Health/Juvenile Justice (BHJJ)	(6G) \$
Total Estimated FY 2023 Expenditures	(G) \$ 1,108,612.17
Unallocated Funds	
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H) \$ 40,296.33
Targeted RECLAIM Unallocated	(2H) \$
Competitive RECLAIM Unallocated	(3H) \$ 255.76
JDAI Unallocated	(4H) \$
Y/E EVB Program Development Unallocated	(5H) \$ 21,135.26
Behavioral Health/Juvenile Justice (BHJJ)	(6H) \$
Total Unallocated Funds	(H) \$ 61,687.35
* Supplemental Allocation included in RECLAIM amount	

ATTACHMENT A
Page 2

County: RFIELD, 03.17.2023

Prepared By: LEANNA SHAEFFER

FY: 23

Phone # 740.652.7465

Amendment # 1

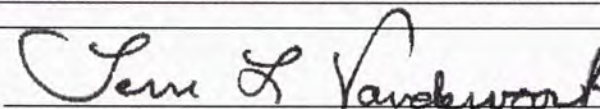
Amendment Type: New Program

Funding Category	Activity Purpose	Local Program Name	Current Budget	Adjustment (+/-)	Program Funding
Subsidy Grant	Behavioral Change Hybrid	DIVERSION	\$ 779,527.26	\$ (22,452.95)	\$ 757,074.31
Subsidy Grant	Support Activity Tracking	MEDIATION	\$ 25,307.40	\$ 230.46	\$ 25,537.86
Subsidy Grant	Grant Administration	JDAI	\$ 60,000.00		\$ 60,000.00
Subsidy Grant	Skill Knowledge	WORKFORCE DEVELOPMENT	\$ 35,000.00	\$ 10,000.00	\$ 45,000.00
Y/E EVB Program Development	Program Development	CAREY GUIDES, BITS, CQI	\$ 17,500.00	\$ 13,000.00	\$ 30,500.00
Competitive RECLAIM	Behavioral Change	COMMUNITY BASED SCHOOL ATTENDANCE INTERVENTION	\$ 100,000.00		\$ 100,000.00
Competitive RECLAIM	Behavioral Change Hybrid	LAW ENFORCEMENT CYBER SAFETY	\$ 20,500.00		\$ 20,500.00
Competitive RECLAIM	Behavioral Change	COMMUNITY- BASED RESPITE	\$ -	\$ 50,000.00	\$ 50,000.00
Competitive RECLAIM	Support Activity Tracking	SKILL BUILDING AND ENGAGEMENT CLASS	\$ -	\$ 20,000.00	\$ 20,000.00
Total Program Costs			\$ 1,037,834.66	\$ 70,777.51	\$ 1,108,612.17

Provide an explanation for the amendment and how it will impact the stated objectives in the Grant Agreement:

Use of new funds to support the initiative of the development of Skill Building and Engagement Class and Community-Based Respite and expansion of Carey Guides, BITS, CQI, and other trainings. Alignment of funds in Diversion, Mediation to include TeenWorks Inc., and Workforce Development.

Signatures:

 3.17.2023
Administrative Judge Date

President, County Commissioners / County Executive Date

Resolution No. 2023-03.21.ee

A resolution authorizing the Approval of amendment #1 to the FY23 Grant Agreement with the Ohio Department of Youth Services [Juvenile Court]

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2036 Department of Youth Services [Juvenile Court]

WHEREAS, additional appropriations are needed in the major expenditure object category for Fund 2036 Department of Youth Services; 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:

\$816.57	17203600 Capital Outlay
----------	-------------------------

For Auditor's Office Use Only:

17203600-574000 SUB23	\$816.57
-----------------------	----------

Prepared by: Alisha Mason
cc: Juvenile Court

Resolution No. 2023-03.21.ff

A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2036 Department of Youth Services [Juvenile Court]

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2036 Department of Youth Services [Juvenile Court]

WHEREAS, additional appropriations are needed in the major expenditure object category for Fund 2036 Department of Youth Services; 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	17203600	Contractual Services
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For Auditor's Office Use Only:

17203600-530000 SUB23	\$10,000.00
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Prepared by: Alisha Mason
cc: Juvenile Court

Resolution No. 2023-03.21.gg

A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2036 Department of Youth Services [Juvenile Court]

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the Meadowmoore Reserve Section 2, Phase 1 Final Plat [Regional Planning]

WHEREAS, the Meadowmoore Reserve Section 2, Phase 1 subdivision located in Violet Township, Section 23, Township 16, Range 20, was approved by the Regional Planning Commission on December 6, 2022; and

WHEREAS the developer has submitted a corrected final plat as required by Fairfield County Regional Planning Commission; and

WHEREAS the developer has submitted a development agreement as required by the Fairfield County Subdivision Regulations; and

WHEREAS the developer has furnished acceptable improvement assurances; and

WHEREAS the developer has furnished all required fees.

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

Section 1. That this Board hereby approves and authorizes itself to execute the final plat for the Meadowmoore Reserve Section 2, Phase 1 subdivision.

Prepared by: Tamara Ennist
cc: Regional Planning

SITUATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, VIOLET TOWNSHIP, BEING IN SECTION 23, TOWNSHIP 16, RANGE 20, REFUGEE LANDS, AND BEING A 26.672 ACRE SUBDIVISION, WITH SAID 26.672 ACRES OUT OF: THE REMAINDER OF A 52.189 ACRE TRACT AS CONVEYED TO JOHN E. DONLEY IN OFFICIAL RECORD 1169, PAGE 2197, TRACT 1, THE REMAINDER OF A 23.912 ACRE TRACT AS CONVEYED TO JOHN E. DONLEY IN OFFICIAL RECORD 1169, PAGE 2197, TRACT 2, AND THE REMAINDER OF 43.315 ACRE TRACT AS CONVEYED TO JOHN E. DONLEY IN OFFICIAL RECORD 1256, PAGE 1187, ALL REFERENCES BEING TO THE RECORDS OF THE RECORDER'S OFFICE FAIRFIELD COUNTY, OHIO.

WE THE UNDERSIGNED, JOHN E. DONLEY, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LAND PLATTED HEREIN, DO VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT AND DEDICATE THE STREETS, DRIVES AND AVENUES SHOWN HEREON, COMPRISING A TOTAL OF 3.515 ACRES TO THE PUBLIC USE FOREVER, AND DOES HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS MEADOWMOORE RESERVE SECTION 2, PHASE 1, A SUBDIVISION CONTAINING LOTS NUMBERED 83-92, 95-102, 105-109, 141-150, 159-167 AND RESERVE "F" INCLUSIVE, AND EASEMENTS HEREON DOES HEREBY ACCEPT THIS PLAT AND DOES VOLUNTARILY DEDICATE TO PUBLIC USE.

UTILITY EASEMENTS

UTILITY EASEMENTS SHOWN IN THE PLAT ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, OR REMOVAL OF UTILITY LINES AND SERVICES AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITIES AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER.

SANITARY SEWER EASEMENTS

EASEMENTS DESIGNATED AS SANITARY SEWER EASEMENTS ON THIS PLAT ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, OR REMOVAL OF SANITARY SEWER LINES AND SERVICES, AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID SEWERS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO OTHER UTILITIES ARE TO BE PLACED OR CONSTRUCTED IN DESIGNATED SANITARY SEWER EASEMENTS.

UTILITY AND SANITARY SEWER EASEMENTS

UTILITY AND SANITARY SEWER EASEMENTS SHOWN ON THE PLAT ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, OR REMOVAL OF UTILITY AND SANITARY SEWER LINES AND SERVICES, AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITIES AND FOR PROVING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER.

DRAINAGE EASEMENTS

AN EASEMENT IS HEREBY GRANTED FOR THE PURPOSE OF CONSTRUCTION, OPERATION, RECONSTRUCTION, USAGE, AND MAINTENANCE OF STORM DRAINAGE SWALES, DITCHES AND UNDERGROUND PIPING AND APPURTENANT WORKS ON ANY PART OF EASEMENT AREAS DESIGNATED "DRAINAGE EASEMENT" HEREON INCLUDING THE RIGHT TO CONSTRUCT, CLEAN, REPAIR, KEEP UNOBSTRUCTED, AND CARE FOR SAID SEWERS, SWALES, DITCHES, PIPING AND APPURTENANT STRUCTURES, TOGETHER WITH THE RIGHT OF ACCESS TO THE SAID AREAS FOR SAID PURPOSE. NO ABOVE GRADE STRUCTURES, DAMS OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN THE DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAT EXCEPT THOSE SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS.

DRAINAGE AND SANITARY SEWER EASEMENTS

AN EASEMENT IS HEREBY GRANTED FOR THE PURPOSE OF CONSTRUCTION, OPERATION, RECONSTRUCTION, USAGE, AND MAINTENANCE OF STORM DRAINAGE SWALES AND SANITARY SEWERS, DITCHES AND UNDERGROUND PIPING AND APPURTENANT WORKS ON ANY PART OF EASEMENT AREAS DESIGNATED "DRAINAGE AND SANITARY SEWER EASEMENT" HEREON INCLUDING THE RIGHT TO CONSTRUCT, CLEAN, REPAIR, KEEP UNOBSTRUCTED, AND CARE FOR SAID SEWERS, SWALES, DITCHES, PIPING AND APPURTENANT STRUCTURES, TOGETHER WITH THE RIGHT OF ACCESS TO THE SAID AREAS FOR SAID PURPOSE. NO ABOVE GRADE STRUCTURES, DAMS, OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN THE DRAINAGE AND SANITARY SEWER EASEMENT AREAS AS DELINEATED ON THIS PLAT, EXCEPT THOSE SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS, UNLESS APPROVED BY THE FAIRFIELD COUNTY ENGINEER AND THE FAIRFIELD COUNTY SANITARY ENGINEER.

RESERVATION OF EASEMENTS OUTSIDE OF PLATTED AREA

CERTAIN AREAS DESIGNATED "SANITARY SEWER EASEMENT", "DRAINAGE EASEMENT" AND "UTILITY EASEMENT" SHOWN HEREON OUTSIDE OF THE 26.672 ACRES OF LAND BEING PLATTED AS MEADOWMOORE SECTION 2, PHASE 1 ARE WITHIN THE LANDS LOCATED ADJACENT TO MEADOWMOORE RESERVE SECTION 1, PHASE 2, OWNED BY JOHN E. DONLEY BY DEEDS OF RECORD IN OFFICIAL RECORD 1169, PAGE 2197 AND IN OFFICIAL RECORD 1256, PAGE 1187 ALL OF RECORD IN THE RECORDER'S OFFICE, FAIRFIELD COUNTY, OHIO.

SIGNED AND ACKNOWLEDGED IN
THE PRESENCE OF:

WITNESS BY: JOHN E. DONLEY
OWNER

WITNESS

STATE OF OHIO
FAIRFIELD COUNTY

BE IT REMEMBERED THAT ON THIS DAY OF , 20 , PERSONALLY CAME THE SAID , TO ME KNOWN, AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING STATEMENT TO BE THEIR VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES

NOTARY PUBLIC IN AND FOR
FAIRFIELD COUNTY, OHIO

MEADOWMOORE RESERVE SECTION 2, PHASE 1 SECTION 23, TOWNSHIP 16, RANGE 20 REFUGEE LANDS, VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO

APPROVED AND ACCEPTED THIS DAY OF , 20 ,
THE STREETS, DRIVES AND AVENUES, HEREIN DEDICATED TO PUBLIC USE
ARE HEREBY ACCEPTED AS SUCH FOR THE COUNTY OF FAIRFIELD, STATE OF
OHIO.

BECKER FARM DRIVE 0.187 ACRES
NORMAN STREET 1.074 ACRES
HAYDEN AVENUE 0.678 ACRES
HASTINGS STREET 0.995 ACRES
HUNTER AVENUE 0.581 ACRES

TOTAL ACREAGE: 3.515 ACRES

THIS PLAT IS HEREBY APPROVED AS OF , 20 .
HOWEVER, STREETS ARE NOT ACCEPTED UNTIL INSPECTED AND APPROVED.

THIS PLAT IS HEREBY APPROVED AS OF , 20 .
HOWEVER, SANITARY SEWERS AND WATERLINES ARE NOT ACCEPTED UNTIL
INSPECTED AND APPROVED.

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE FAIRFIELD
COUNTY REGIONAL PLANNING COMMISSION ON , 20 .
THIS APPROVAL BECOMES VOID UNLESS THIS PLAT IS FILED FOR RECORDING
WITHIN ONE HUNDRED EIGHTY (180) DAYS OF THE ABOVE APPROVAL.

THIS PLAT IS CONSISTENT WITH THE CURRENT VIOLET TOWNSHIP ZONING
RESOLUTION.

I HEREBY CERTIFY THAT THE LAND DESCRIBED BY THIS PLAT WAS
TRANSFERRED ON , 20 .

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORDING
ON , 20 , at AM-PM, AND THAT IT WAS RECORDED ON
, 20 , IN PLAT CABINET , SLOT .
PLAT RECORDS OF FAIRFIELD COUNTY, OHIO.

FEE \$

DRAINAGE MAINTENANCE DISTRICT

A MAINTENANCE AGREEMENT FOR THE DRAINAGE FACILITIES IS A PART OF THE IMPROVEMENT PLANS OF THE ABOVE REAL ESTATE (MEADOWMOORE RESERVE SECTION 2, PHASE 1) AND THE OBLIGATION TO PAY THE MAINTENANCE FEES SHALL PASS WITH THE TITLE TO THE PROPERTY. THERE SHALL BE INSERTED IN EACH DEED PASSING TITLE TO ANY OF THE LAND HEREIN BY THE OWNER OR DEVELOPER THE WORDS:

"TITLE TO THE FEE INCLUDES THE OBLIGATION TO PAY THE DRAINAGE MAINTENANCE FEE ASSESSED, OR TO BE ASSESSED, BY THE COUNTY, PURSUANT TO THE OHIO REVISED CODE 6137 AND FOLLOWING SECTIONS. THIS INCLUDES THE OBLIGATION TO PAY SUCH PORTION OF THE DRAINAGE MAINTENANCE FEE ASSESSMENT, OR TO BE ASSESSED, TO THE PUBLIC CORPORATION(S) AS ESTABLISHED IN THE ORIGINAL SCHEDULE, AS AMENDED FROM TIME TO TIME."

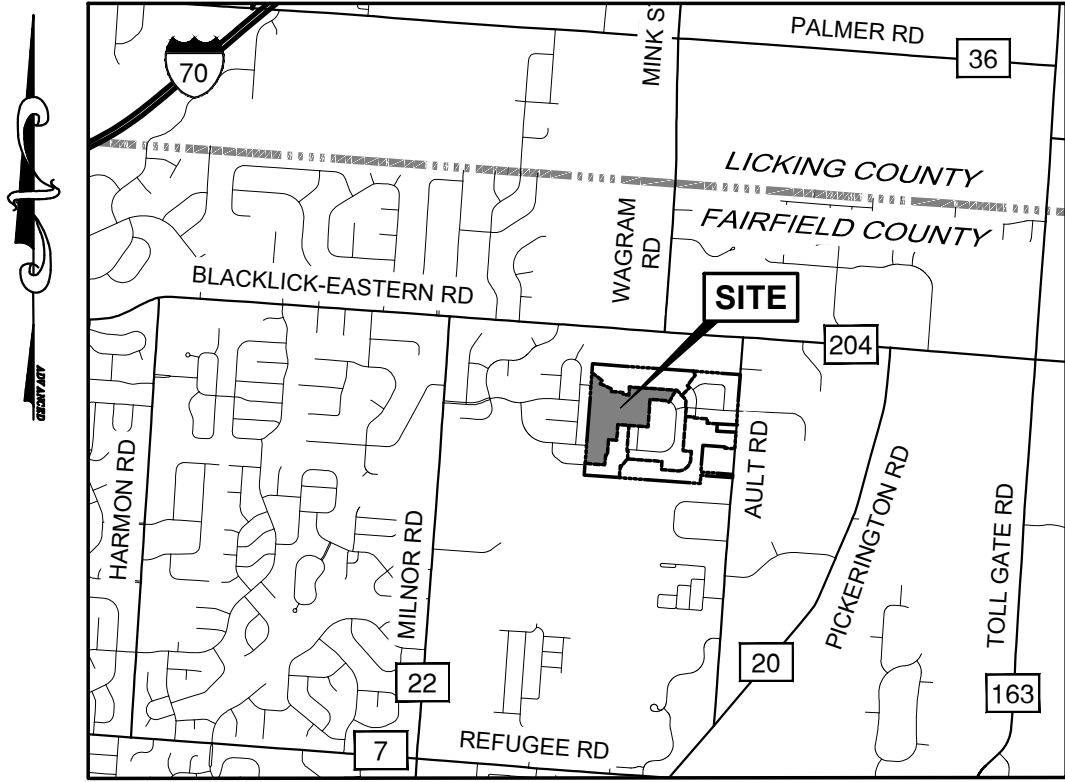
"ALL LOTS IN THE SUBDIVISION SHALL BE PART OF A DRAINAGE DISTRICT FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE DRAINAGE/STORM SEWER SYSTEM SERVING THE SUBDIVISION. EACH LOT SHALL BE ASSESSED IN ACCORDANCE WITH THE RULES AND REGULATIONS GOVERNING SUCH DISTRICT FOR THE INSPECTION, MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH DRAINAGE/STORM SEWER SYSTEM."

THE OWNER OR OWNERS OF THE FEE SIMPLE TITLE TO EACH OF THE LOTS AND LANDS SHOWN HEREON THAT HAS WITHIN IT A PORTION OF THE AREA DESIGNATED HEREON AS "DRAINAGE EASEMENT" OR "DRAINAGE AND SANITARY SEWER EASEMENT" SHALL CARE FOR, MAINTAIN, AND KEEP OPEN AND UNOBSTRUCTED THE MAJOR STORM DRAINAGE SWALE WITHIN SAID PORTION OF THE "DRAINAGE EASEMENT" OR "DRAINAGE AND SANITARY SEWER EASEMENT AREA".

THE EASEMENT FOR STORM SEWER, STORM DRAINAGE SWALES, AND WHERE APPLICABLE SANITARY SEWERS, AND APPURTENANT WORKS IS HEREBY GRANTED TO THE BOARD OF THE FAIRFIELD COUNTY COMMISSIONERS AND ITS ASSIGNS, FOR USE AT SUCH TIME AS IT IS DETERMINED THAT FOR REASONS OF PUBLIC HEALTH, SAFETY, AND WELFARE IT IS NECESSARY TO CONSTRUCT, RECONSTRUCT, MAINTAIN, AND KEEP OPEN AND UNOBSTRUCTED THE MAJOR STORM DRAINAGE SWALES WITHIN SAID "DRAINAGE EASEMENT AREA" OR "DRAINAGE AND SANITARY SEWER EASEMENT AREA", AND THAT THE COSTS THEREOF, BOTH DIRECT AND INCIDENTAL THERETO, SHALL BE PAID FOR BY THE OWNER OR OWNERS OF THE FEE SIMPLE TITLE TO THE LOTS AND LAND UPON WHICH SUCH MAINTENANCE IS PERFORMED, UNLESS PAID BY A DRAINAGE MAINTENANCE DISTRICT ESTABLISHED FOR THE SUBDIVISION.

MONUMENTS SHOWN ON THE PLAT AS NOT IN PLACE AT THE TIME OF RECORDING SHALL BE PLACED PRIOR TO ACCEPTANCE OF THE STREETS.

A PROPERTY OWNERS ASSOCIATION IS REQUIRED AS A CONDITION OF THIS PLAT. ALL PROPERTY OWNERS SHALL BE MEMBERS OF SAID ASSOCIATION, AND SHALL BE RESPONSIBLE FOR ITEMS IDENTIFIED IN THE DOCUMENT ESTABLISHING THIS ASSOCIATION TITLED, "MEADOWMOORE RESERVE SECTION 1, PHASE 1, DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENT LIENS AND MEADOWMOORE RESERVE ASSOCIATION" AS DOCUMENTED AND RECORDED IN OFFICIAL RECORD 1769, PAGE 3829. SAID DOCUMENT OFFICIALLY ESTABLISHES THE REQUIRED PROPERTY OWNERS ASSOCIATION AS "MEADOW RESERVE CIVIC ASSOCIATION" (PREVIOUSLY REFERENCED IN OTHER DOCUMENTS AS MEADOWMOORE RESERVE HOMEOWNERS ASSOCIATION). RESPONSIBILITIES WILL INCLUDE OWNERSHIP AND MAINTENANCE OF RESERVE "F", INCLUDING OPERATION AND MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES, PRESERVATION OF EXISTING WETLANDS, MAINTENANCE AND REPAIR OF WETLAND ACCESS PARKING AREA AND MAINTENANCE OF OPEN SPACE.



VICINITY MAP NTS

SUBDIVIDER

JOHN E. DONLEY
7600 FARMSBURY DRIVE
REYNOLDSBURG, OHIO 43068

SURVEY DATA

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE BEARING OF SOUTH 04°13'25" WEST FOR THE CENTERLINE OF AULT ROAD, AS DETERMINED BY GPS OBSERVATIONS AND POST PROCESSED UTILIZING NGS OPUS SOLUTIONS, BASED ON NAD 83 (2011), OHIO STATE PLANE, SOUTH ZONE.

SOURCE OF DATA: THE SOURCES OF RECORDED SURVEY DATA ARE THE RECORDS OF THE FAIRFIELD COUNTY, OHIO, RECORDER, REFERENCED IN THE PLAN AND TEXT OF THIS PLAT.

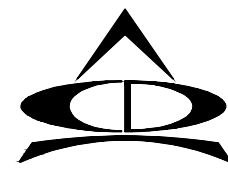
IRON PINS, WHERE INDICATED, ARE IRON PIPES, THIRTEEN-SIXTEENTHS INCH INSIDE DIAMETER, THIRTY INCHES LONG WITH A PLASTIC CAP PLACED IN THE TOP BEARING THE INSCRIPTION "ADVANCED 7661".

PERMANENT MARKERS, WHERE INDICATED, ARE ONE-INCH DIAMETER, THIRTY-INCH LONG, SOLID IRON PINS, WITH THE TOP END FLUSH WITH THE SURFACE OF THE GROUND AND THEN CAPPED WITH AN ALUMINUM CAP STAMPED "ADVANCED". ONCE INSTALLED, THE TOP OF THE CAP SHALL BE MARKED (PUNCHED) TO RECORD THE ACTUAL LOCATION OF THE POINT.

I HEREBY CERTIFY THIS PLAT REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY SUPERVISION ON JUNE 30, 2021 AND THAT ALL MARKERS AND MONUMENTS INDICATED ARE IN PLACE OR WILL BE IN PLACE BY THE TIME OF STREET ACCEPTANCE AND ARE CORRECTLY SHOWN AS TO MATERIALS, LOCATIONS AND MEETS THE LATEST PROVISIONS OF OHIO REVISED CODE CHAPTER 4733-37 - MINIMUM STANDARDS FOR BOUNDARY SURVEYS IN THE STATE OF OHIO. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

DOUG R. HOCK, P.S.
REGISTRATION NUMBER 7661

DATE



ADVANCED
CIVIL DESIGN

ENGINEERS SURVEYORS

Final Plat

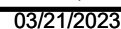
PLAN PREPARED BY: JEP
CHECKED BY: JEP
781 Science Blvd., Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

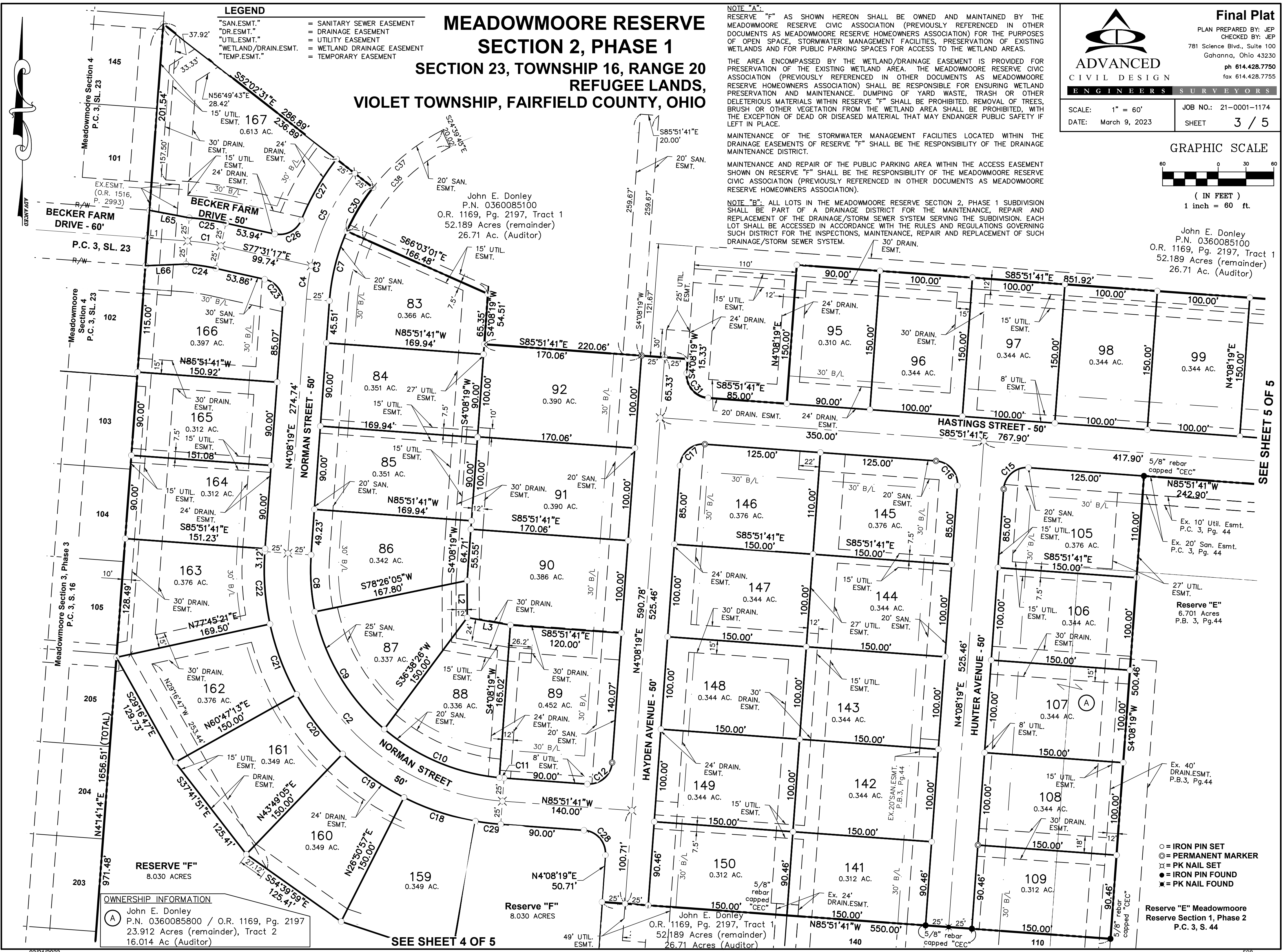
DATE: March 9, 2023

JOB NO.: 21-0001-1174

SHEET 1 / 5

John E. Donley
P.N. 0360085100
O.R. 1169, Pg. 2197, Tract 1
52.189 Acres (remainder)
26.71 Ac. (Auditor)





Final Plat

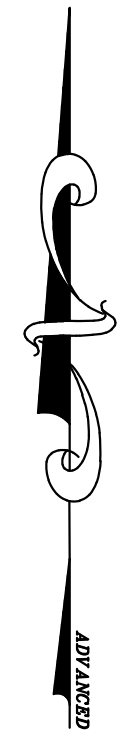
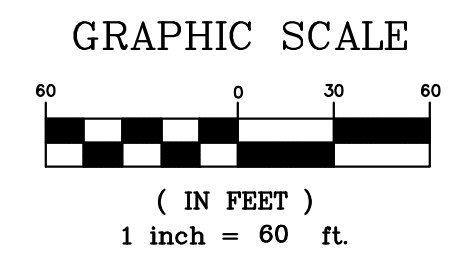
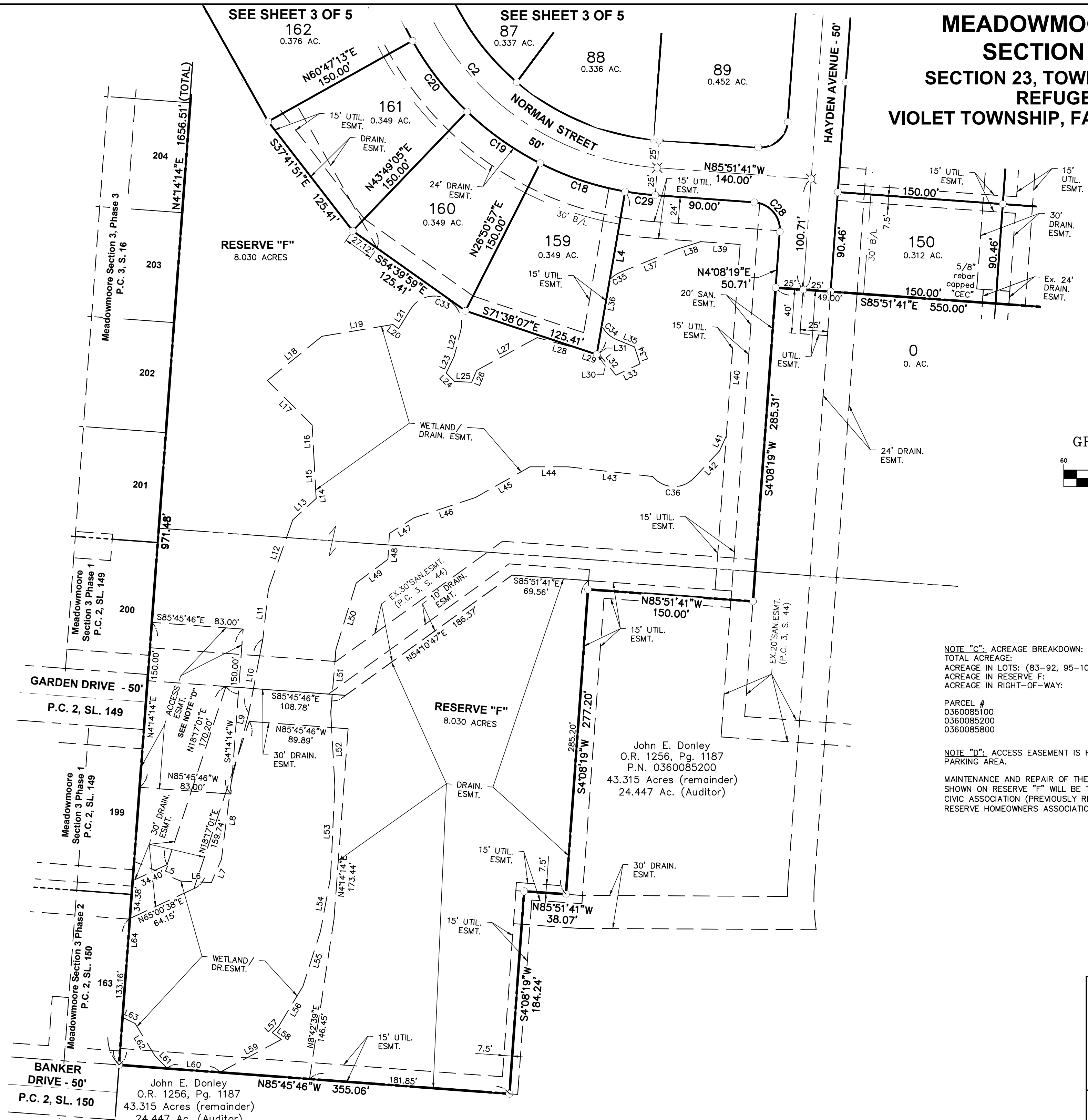
PLAN PREPARED BY: JEP
CHECKED BY: JEP
781 Science Blvd., Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755



SCALE: 1" = 60'
DATE: March 9, 2023

JOB NO.: 21-0001-1174
SHEET 3 / 5

**MEADOWMOORE RESERVE
SECTION 2, PHASE 1
SECTION 23, TOWNSHIP 16, RANGE 20
REFUGEE LANDS,
VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO**



NOTE "C": ACREAGE BREAKDOWN:
TOTAL ACREAGE: 26.672 ACRES
ACREAGE IN LOTS: (83-92, 95-102, 105-109, 141-150 & 159-167) 15.127 ACRES
ACREAGE IN RESERVE F: 8.030 ACRES
ACREAGE IN RIGHT-OF-WAY: 3.515 ACRES

PARCEL #
0360085100 21.716 ACRES
0360085200 4.373 ACRES
0360085800 0.583 ACRES

NOTE "D": ACCESS EASEMENT IS HEREBY PROVIDED FOR PUBLIC ACCESS TO RESERVE "F" PARKING AREA.

MAINTENANCE AND REPAIR OF THE PUBLIC PARKING AREA WITHIN THE ACCESS EASEMENT SHOWN ON RESERVE "F" WILL BE THE RESPONSIBILITY OF THE MEADOWMOORE RESERVE CIVIC ASSOCIATION (PREVIOUSLY REFERENCED IN OTHER DOCUMENTS AS MEADOWMOORE RESERVE HOMEOWNERS ASSOCIATION).

LEGEND

- = IRON PIN SET
- = PERMANENT MARKER
- ✕ = PK NAIL SET
- = IRON PIN FOUND
- ✕ = PK NAIL FOUND
- "SAN.ESMT." = SANITARY SEWER EASEMENT
- "DR.ESMT." = DRAINAGE EASEMENT
- "UTIL.ESMT." = UTILITY EASEMENT
- "WETLAND/DRAIN.ESMT." = WETLAND DRAINAGE EASEMENT
- "TEMP.ESMT." = TEMPORARY EASEMENT



Final Plat

PLAN PREPARED BY: JEP
CHECKED BY: JEP
781 Science Blvd., Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

SCALE: 1" = 60'	JOB NO.: 21-0001-1174
DATE: March 9, 2023	SHEET 4 / 5

Resolution No. 2023-03.21.hh

A resolution to approve Final Acceptance of the Meadowmoore Reserve, Section 2,
Phase 1 Final Plat

(Fairfield County Regional Planning Commission)

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 March 23, 2023.

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

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

Prepared by: Auditor/Finance
cc: Finance Office

INVOICES BY DEPARTMENT

03/23/2023 to 03/23/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1210	JOB & FAMILY SERVICES								
	Fund: 2018 - FCJFS - PUBLIC ASSISTANCE								
5371294	03/23/2023	6640	FF CTR FOR DISABILITIES FEB 2023 & CEREBRAL PALSY		02/01/2023	23000371	C0321	2023 - 2024 TRANSPORTATION	77,913.25
TOTAL: JOB & FAMILY SERVICES									77,913.25

INVOICES BY DEPARTMENT

03/23/2023 to 03/23/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
---------	------------	----------	-------------	-----------	--------------	------	---------	-----------------------	--------

Summary Total for this report: \$77,913.25

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Resolution No. 2023-03.21.ii

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

HANDOUTS PROVIDED
BY THE PUBLIC
DURING THE
PUBLIC COMMENT
SECTION OF THE
MEETING ARE
CONTAINED
HEREAFTER



Commissioners' Meeting 03-21-23

EU MP: Billions Of Covid Jab Doses Are Being Burned Worldwide – We Could Have Saved Many Lives By Burning Them All Immediately

Parliament member calls Covid shot scam the 'biggest corruption scandal in the history of the European Union'

<https://www.infowars.com/posts/eu-mp-billions-of-covid-jab-doses-are-being-burned-worldwide-we-could-have-saved-many-lives-by-burning-them-all-immediately/>

Infowars.com

March 16th 2023

****“European Parliament Member Mislav Kolakusic told the European Union, “We are witnessing the burning of billions of doses of the so-called Covid vaccines around the world that no one wants anymore.”. “Billions of euros of taxpayers’ money are being burned, and nobody asked the citizens anything when those vaccines were bought. No one asked for a permit, not even us representatives who were elected by the citizens to protect their health and their property.”

****“It would be better if we immediately burned all the vaccines and saved many lives and the health of the citizens,” Kolakusic continued.

Pfizer recalls millions of pills over risk of child poisoning

Migraine medicine currently in non kid-safe blister packet

By WND News Services

Published March 17, 2023

What COVID did that was good: Cracked 'education industry's monopoly'

'Bloated bureaucracies, financial mismanagement, radical indoctrination,' being left behind

<https://www.wnd.com/2023/03/covid-good-cracked-education-industrys-monopoly/>

By WND News Services

Published March 19, 2023

**** Since the nationwide school closures in the spring of 2020, parents have become painfully aware that public schools have conflicting interests with their own and are failing to effectively educate their children. Consequently, parents are looking for educational alternatives for their children—and the K-12 education market is changing.

**** Parents of public school students have put up with prolonged school closures, poor remote instruction, reduced instruction hours, mask mandates, vaccine mandates, and even being restricted from their child’s school campus

**** There has been a ‘shake up’ with Parents now seeing themselves as consumers of K-12 education for their children. They are researching online, talking to friends and relatives, and considering their options.

**** Families who have left public schools are not coming back. Why would they, since they're experiencing better academics, better customer service, and learning that aligns with their own values?

Over \$700 million in COVID aid for US schools never made it to the classroom: study

The aid, which was designed to help non-public schools with COVID-related costs, was often spent for other purposes, a National Opportunity Project study revealed

<https://www.foxnews.com/media/over-700-million-federal-aid-u-s-private-schools-never-made-classroom-study>
By Kendall Tietz | Fox News
March 17, 2023

**** **EXCLUSIVE:** More than \$700 million of K-12 funding did not reach the students it was intended for, and in many states, it is being used as a slush fund for other priorities, according to a study conducted by the National Opportunity Project (NOP), which conducts public policy and issue advocacy work on behalf of liberty-based principles.

**** As of March 2023, three years after the start of the pandemic, \$736 million of federal aid has not reached the nonpublic schools and students it was set aside for, and at least \$157 million that states didn't allocate to nonpublic schools has ended up back in the hands of governors who **reallocated** the money to "pet projects", according to the NOP report.

**** Congress created the Emergency Assistance to Nonpublic Schools (EANS), which allocated an additional \$5.5 billion in aid for private, independent and parochial schools with low-income students who were severely impacted by the pandemic.

**** The NOP report points to problems with the EANS program, including poor federal oversight, arbitrary implementation and overly restrictive requirements that kept EANS qualified schools from accessing funds designated for them.

**** Federal relief funds for public schools, which the NOP described as "blank checks," while funding for nonpublic schools was limited and focused on sanitation supplies, temporary air ventilation systems

**** Governors and state leaders were not incentivized to allocate all the funding to nonpublic schools because of the so-called "reversion clause" that allows money that doesn't reach schools within six months to

be used by the state's governor for virtually any educational purposes, the NOP report found.

"Sometimes it is misused, sometimes it just reverts back to the governors and they use it for a pet project that may be a good project ... but it isn't going to help educate kids who had tremendous learning loss and mental distress in these private schools," Hughes said.

**** Because of the programs limits, Hughes said the money is often allocated away from the kids, schools and the things they really need, which he said is the fundamental problem with the way that the law was designed, where **governors get the money back if it isn't placed.**

**** He said. "There are many states where the money can be redirected by the governors and we think that the governors should be giving that money to the schools for education, specifically because of how much learning loss and mental stress [that] took place because of the COVID policies after all these.

COMMENTS: 2 days ago

97% went to government funded schools?? The schools were closed, so what did they spend the money on?

□ □ **2 days ago**

This is what happens when the Government hands out money with no oversight and no specific rules to how it's used. The same thing is going on in Ukraine. No one can tell us (the taxpayers) where the money went or is spent.

Must Watch: DC Residents Reject Jabs Shilled by Fauci & Mayor Bowser During Door-to-Door Vaccine Drive

Fauci and Bowser argue with informed DC residents who followed the science and decided not to get the ineffective experimental mRNA injections

<https://www.infowars.com/posts/must-watch-dc-residents-reject-jabs-shilled-by-fauci-mayor-bowser-during-door-to-door-vaccine-drive/>

by Adan Salazar

March 20th 2023, 12:40 pm

****'Well, I heard that it doesn't cure it and it doesn't stop you from getting it,' one woman correctly told Fauci.

**** Watch this absolute legend take on Fauci! Tony is totally embarrassed going door-to-door pushing vaccines in D.C. "You all attack people with fear!"

Blocked government report finds fluoride lowers kids' IQ

Case heads to court

<https://www.wnd.com/2023/03/blocked-government-report-finds-fluoride-lowers-kids-iq/>

By WND News Services

Published March 18, 2023

****** The government's actions to stop the public from understanding conclusively that fluoride is harming our children is appalling and underscores the government corruption that continues to be exposed thanks to COVID.**

****** Disturbingly, the meta-analysis found that 52 of 55 studies saw lower IQ with higher fluoride exposures, demonstrating remarkable consistency.**

MARY MCCLINTON CLAY
PROFESSIONAL QUALIFICATIONS

Mary McClinton Clay, MAI
218 Main Street, Paris, KY 40361
859-987-5698/Cell: 859-707-5575
mclayky@bellsouth.net

Market Area: Commonwealth of Kentucky

Primary Practice Focus: Litigation and zoning support with an emphasis on damage studies, including environmental and eminent domain.

Appraisal Experience:

1985 to Present: Self-employed - engaged in commercial, industrial and farm valuation.
1979-1984: Employed by Realty Research - engaged primarily in income property appraisal.
1976-1979: Residential appraisal experience with fee appraisers.

Previous assignments include: Eastern State Hospital; Gateway Shopping Center; Lakeside Heights Nursing Home, N. KY; L&N Office Building, Louisville; Alltech Biotechnology Center, Nicholasville, Paris Stockyards; Conrad Chevrolet, Lexington; CSX Rail Yards in Mt. Sterling and Paris; First Baptist Church, Cold Spring; Lusk-McFarland Funeral Home, Paris; Feasibility Study of proposed Hamburg Place Office/Industrial Park, Lexington; Rent Analysis of IRS Service Center, Covington; Surtech Coating, Nicholasville; Clem Refrigerated Warehouse, Lexington; Bluegrass Manufacturing, Lexington; Finley Adhesives, Louisville; Central Manufacturing and Central Light Alloy, Paris; Review Appraisal of Rand McNally Plant, Versailles and Timberland Distribution, Danville; Old Scott County Jail; Millspring Battlefield; Truck Terminals, Fast Food Restaurants, Retail Centers, Lumber Mills, Car Wash, Multi-Family Residential, Mobile Home Parks, Convenient Stores and Subdivision Analyses.

Thoroughbred Horse Farms including Pin Oak Farm, Bunker Hunt Farms, Pillar Stud Farms, Elmendorf Farm, Summer Wind Farm, Hidaway Farm, Stoner Creek Stud, Runnymede Farm, Wilshire Farm, Lynnwood Farms, Stonereath Farm, Idle Hour Farm, Canefield Farm, Elk Creek Farm, Lochness Farm, Stoneleigh Farm, Elizabeth Station Farm.

Right of Way Experience: Rose Street Extension, Lexington, 1986-87; AA Highway: Greenup Co., 1989, Carter Co., 1990-91; U.S. 27 Campbell Co. 1991-1992, 1993; Bridge Realignment, Walton, 1992; Industry Rd, Louisville, 1993; 19th St. Bridge, Covington, 1994; U.S. 27, Alexandria, 1994; S. Main St., London, 1995; Paris Pike, Paris and Bourbon County, 1995-98; KY Hwy 22 at I-75, Dry Ridge, 1996; Bridge Projects on KY Hwy 19, Whitley County, 1997; US 150, Danville, 1998; US 460 Morgan Co., 1999; US 62 South, Georgetown, 2000; Bluegrass Pkwy and KY 27 Interchange, Anderson Co., 2001; KY 519, Rowan County, 2002; US 641, Crittenden County, 2005; US 25, Madison County, 2008-09; US 68, Bourbon County, 2009-10; Clark County, 2011; US 68 Millersburg By-pass, Bourbon County, 2012-13; US 119, Bell County, 2014-15; US 25, Madison County, 2016-17; Excess Land, Georgetown By-pass, 2020; Access Break, Industrial Drive, Lebanon, 2020.

Railroad Right of Way Experience: CSX in Floyd, Perry, Clark, Woodford, Franklin, Montgomery, Johnson, Magoffin, Breathitt, Fayette, Madison, Mason, and Bourbon Counties, 1987-2016.

Rails to Trails: Rowan County, 2005; Montgomery County, 2009, Franklin County, 2014; Floyd County, 2016.

MARY MCCLINTON CLAY
PROFESSIONAL QUALIFICATIONS

Environmental Damage Studies: *Yellow Creek Concerned Citizens v. Middlesboro Tannery*: effect of tannery contamination on 350 properties along Yellow Creek, Bell County, KY, 1988; *James E. Sullivan, et al v. Board of Regents, et al*: effect of Animal Waste Fermentation Project at the Organic Pasteurization Plant at North Farm of Murray State University on Sullivan's Executive Par 3 Golf Course and Sports Center, Murray, KY, 2003; West Farm Subdivision, Pulaski County: effect of contamination of groundwater from underground storage of dry cleaning solvents on residential lot values, 2004; *Gene Nettles, et al v. Environmental and Public Protection Cabinet: Division of Water, David Morgan, Director and J.P. Amberg Hog Farm*: Diminution of Value Analysis As a Result of Proximity to Hog Facilities in Daviess, Warren, Calloway, Graves, Hickman and Carlisle Counties, Kentucky, 2006; *Terry Powell, et al v. Tosh, et al*: Diminution of Value Analysis as a Result of Proximity to Hog CAFOs in Marshall County, KY, 2007; *City of Versailles v. Prichard Farm Partnership, Ltd.*: effect of sewage treatment pump station and ancillary easements upon Woodford County cattle farm, 2008; *Kentucky Utilities Company v. James and Mary Jent, CDH Preserve, LLC and Farm Credit Services of Mid-America, FLC, Violet Monroe*: the effect of High Voltage Transmission Lines on three Hardin County agricultural properties, 2011; *Terrence G. Kerschner, et al v. Burley Oil Company, et al*: the effect of Leaking Underground Gasoline Tanks on Country Lane Estates, Frankfort, KY, 2013; *Jerry Whitson v. Donnie Cross*: effect of Drainage Encroachment upon Adjacent Property, 2013; the effect of Cell Tower on Bourbon County Farm, 2014; *Steve D. Hubbard v. Prestress Services Industries, LLC*: effect of Fugitive Particulate Emissions upon a Single Family Dwelling, 2016; *Henderson City-County Airport v. Mary Janet Williams, et. al.*: the effect of Proximity of a Regional General Aviation Airport on Agricultural Values, 2019; *Patricia Kushino, et al v. Federal Aviation Administration, et al*: the effect of Stormwater Drainage on Woodland Value, 2021.

Additional Damage Studies:

Faulty Construction: 172 Post Oak Road, Paris, KY; 152 Cross Creek Drive, Paris, KY; Hartland Subdivision, Lexington, KY
Flood Damage: 208 Cary Lane, Elizabethtown, KY
Blasting Damage: Chicken Farm, Tolesboro KY
Super Fund Sites: KY Wood Preserving, Inc., Winchester, KY; River Metals Recycling, Somerset, KY

Expert Witness: Circuit Courts of Bourbon, Carter, Fayette, Franklin, Hardin, Laurel and Woodford Counties

Court Testimony:

Laurel Circuit Court: *Yellow Creek Concerned Citizens v. Middlesboro Tannery*, 1995.
Franklin County Circuit Court: *Richard McGehee v. Commonwealth of Kentucky Transportation Cabinet*, 2008; *Terrence G. Kerschner, et al v. Burley Oil Company, et al*, 2014.
Hardin County Circuit Court: *Richard McGehee v. Commonwealth of Kentucky Transportation Cabinet*, 2008.
Woodford County: *Horn v. Horn*, 2009
Bourbon County Circuit Court: Blasting Case, 1980s; Waterway Impediment Case, 2000; Faulty Construction, 2009, *Hadden v. Linville*, 2015.
Fayette County Circuit Court: Faulty Construction, 1980s; Bluegrass Manufacturing (Divorce Case), 1999, *Whitson v. Cross*: Drainage Encroachment, 2013.
Carter County: Condemnation for Commonwealth of KY Transportation Cabinet.

MARY MCCLINTON CLAY
PROFESSIONAL QUALIFICATIONS

Conservation and Wetland Easements: Bluegrass Heights Farm, Fayette County: Conservation and Preservation Easement; Wetland Easements in Pulaski, Lincoln, and Fulton Counties for NRCS.

Zoning Support: *John Vance, et al v. Paris City Commission* 2019; *Citizens for Progressive Growth and Development v. Paris Bourbon County Planning Commission* 2004-2007 and 2016; *Paris First v. Paris Bourbon County Planning Commission* 2003-2006; *Paris First v. Paris City Commission* 2002-2003; *Coppers Run Historic District, Inc. v. Abundant Life Worship Center* 1995; *Sugar Grove Farm v. East Kentucky Power* 1994-1996; *Lawrence Simpson, et al v. Harry Laytart* 1986-1996.

Professional Organizations:

Appraisal Institute: MAI, 1985; SRPA, 1982; SRA, 1980

Appraisal Institute Education Certification:

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. I am certified under this program through December 31, 2023.

Education: Hollins College, B.A., 1972

Appraisal Education: Society of Real Estate Appraisers Course 101, 1977; SREA Course 201, 1978; SREA Course 301, 1981; AIREA Course VIII, 1979; AIREA Course VI, 1979; AIREA Course II, 1980; AIREA Course in Investment Analysis, 1980; AIREA Course in Valuation Litigation, March, 1986; Appraisal Institute Standards of Professional Practice, 1992; AIREA Comprehensive Examination, August, 1983; Courses in Real Estate Finance, Income Property Appraisal, Real Property Valuation, and Investment Analysis, 1977-1978, Eastern Kentucky University; Appraisal Institute Course 400G, Market Analysis/Highest and Best Use, 2008, Conservation Easement Certification, 2008.

Attended numerous seminars covering a variety of topics including investment analysis, feasibility and market analysis, eminent domain and condemnation, valuation of lease interests, component depreciation, risk analysis, current issues in subdivision and zoning law, Yellow Book and appraiser as expert witness.

MARY MCCLINTON CLAY, MAI
218 Main Street
Paris, Kentucky 40361
859-987-5698

September 3, 2021

Senator Paul Hornback
Chairman
Agriculture Committee
702 Capital Avenue
Frankfort, KY 40601-3415

Dear Senator Hornback:

My name is Mary McClinton Clay and I am a real estate appraiser from Paris, Kentucky specializing in eminent domain and environmental damage studies.

As requested, I am attaching a summary chart of examples of diminution in property value as a result of proximity to utility scale solar farms.

I have documented these case studies in a report entitled "A Summary of Solar Energy Generation Power Systems (Solar Farm) Damage Studies as of May 25, 2021," which I prepared for the Clark Coalition for a hearing before the Clark County Planning Commission on May 25, 2021. The report summarizes peer review journal articles, professional appraiser's reports, and solar developer's neighbor agreements, as summarized on the attached chart.

I have also documented additional examples of value diminution in four recent reviews of Impact Studies prepared by appraisers for solar developers as part of their applications to the Kentucky Siting Board.

In addition to five previously published studies, indicating property decline of up to -20.0 percent, four case studies, prepared by my office, are included.

The North Branch, MN case study analyzes a developer buy-out of 7 abutting properties purchased by North Star Solar. The sale-resale analysis compares the sale prior to and after the purchase by the developer. The data indicates a property decline of -6.3 to -28.0 percent with an average and median decline of -17.0 percent.

The McBride Place solar farm case study from Midland N.C. includes the analysis of single family sale-resales indicating value declines ranging from -15.5 to -16.8 percent.

The Sunshine Farms case study analyzes 13 single family lots from a subdivision that abuts a solar farm in Grandy, N.C. The sales that adjoin the solar farm sold for -15.5 percent less than the lots that did not abut, despite a required 300.0 foot set back from the rear property line.

The Spotsylvania Solar case examines single family lot sales before and after the announcement of the 6,350 acre 617 MW solar facility. The adjoining sales sold for -30.00 percent less than those not abutting the solar farm.

Solar developers use "Neighbor Agreements" to limit local opposition to their solar farms. The Western Mustang Solar Agreement consists of a monetary offer of \$17,000 to adjacent property owners to not oppose their solar farm

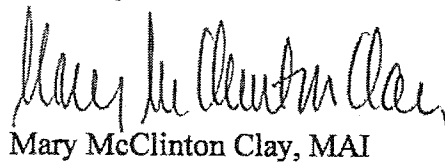
The Lighthouse BP Neighbor Agreement offers \$5,000 to \$50,000 to adjacent property owners depending on proximity to the solar farm.

The Posey Solar, LLC agreement offer is equal to 10.0 percent of appraised value for neighbors within 300 feet of the solar field, plus an annual \$1,000 payment, or \$35,000 for the life of the project. Apparently, Posey Solar considers any property within 300.00 feet of a solar farm to be at risk of value decline.

These payments are significant because the developers' own appraisers have determined that solar farms will have no adverse impact on adjacent property values. However, the payments can only be interpreted as a tacit admission of value impairment.

The evidence to date, indicates the need for a more robust and comprehensive analysis of the effect of utility scale solar farms on property values than that presented by solar developers; and prior to the approval of additional solar farms in Kentucky.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary McClinton Clay". The signature is fluid and cursive, with the first name "Mary" being the most prominent.

Mary McClinton Clay, MAI

SUMMARY OF INDICATED VALUE DECLINE

DATE	STUDY	RESULT
2018	University of Texas	Assessor survey responses ranged from value impact of zero to estimation of negative impact associated with close distance between the homes and the facility, and impact increased with increased size of the solar plant.
2020	University of Rhode Island	Average decline within 3.0 mile radius was -1.7% , or \$5,671. Average decline within 0.1 mile was -7.0% , or \$23,682. The "results suggest extremely large disamenities for properties in very close proximity."
2013	Fred H, Beck & Associates, LLC	Strata Solar Case Study: Potential Purchasers cancel contract upon learning of the solar facility. Clay County Case Study: Lot sales stopped after announcement of solar plant. Clay County Board of Equalization reduced affected property assessments -30.0% . Non-residential Use View Impariment Study: Adjacent incompatible use adversely impacted nearby properties -10.7% to -25.1% , or an average of -15.2% . AM Best Solar Farm Study: No diminution in value due to pre-existing industrial zoning for solar farm.
2020	Mark W. Heckman, R.E. Appraisers	Adams County, PA View Case Study: The loss of view results in a -15% to -20.0% loss in value.
2019	Madison County Indiana	Potential purchaser offered -16.43 % less than appraised value upon learning of the proposed solar plant.

SUMMARY OF INDICATED VALUE DECLINE

DATE	STUDY	RESULT
2021	Mary McClinton Clay, MAI	North Star Solar Case Study (MN): An Analysis of the 7 adjoining properties purchased by North Star PV, LLC. A sale-resale analysis of the sale prior to and subsequent to the purchase by the solar developer. The sale-resales indicate a range of diminution from -6.3% to -28.0% with a median decline of -16.9% and an average decline of -16.8% .
2021	Mary McClinton Clay, MAI	McBride Place Solar Farm Case Study (NC): Analysis of 3 sale-resales and a comparison of the sale price and tax assessment. The sale-resales indicate -15.65% , -15.51% and -16.44 percent diminution in value. The sale price/tax assessment indicates a -16.81% loss of value.
2021	Mary McClinton Clay, MAI	Sunshine Farms Case Study (NC): Analysis of 13 vacant single family lot sales from a subdivision that abutts a solar farm. The sales that adjoin the solar farm sold for -15.5% percent less than the lots that did not abutt the solar farm.
2021	Mary McClinton Clay, MAI	Spotsylvania Solar Case Study (VA): Analysis of 5 vacant single family lot sales from a section of Fawn Lake Subdivision that is adjacent to the solar farm. The lots that adjoin the solar farm sold for -30.0% less than those that did not adjoin.
2020	Western Mustang Neighbor Agreem't	Monetary offer of \$17,000 to adjacent property owners to quell opposition to the proposed solar facility.
2020	Lighthouse BP Neighbor Agreement	Monetary offer of \$5,000 to \$50,000 to adjacent property owners depending on proximity to the solar facility to quell opposition.
2021	Posey Solar, LLC Neighbor Agreement	Monetary offer equal to 10% of appraised value for neighbors within 300 feet of the solar field, plus an annual \$1,000 payment (\$35,000 for project life).

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