Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Workforce Deputy Director; DeShawn Toney; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; Auditor, Dr. Carri Brown; Operations Administrator, Jeff Camechis; Clerk of Courts, Branden Meyer; Recorder, Lisa McKenzie; Deputy JFS Director, Heather O'Keefe; Interim RPC Director, Holly Mattei; FCFC Manager, Tiffany Wilson; Deputy HR Director, Abby Watson; JFS Program Administrator, Krista Humphries; Budget Officer, Staci Knisley; Soil & Water Urban Technician, Chad Lucht; Dr. David Uhl; Also in attendance: Sherry Pymer, Stephanie Taylor, and Tina Anderson.

Virtual attendees: Shannon, Jessica Murphy, Lori Hawk, Park Russell, Belinda Nebbergall, Jane Harf, Shelby Hunt, Abby King, Tony Vogel, Marcy Fields, Lori Lovas, Charlie, Colleen Cook, Deborah, Jeanie Wears, Greg Forquer, Baylie Blevins, Jeff Barron, Nicole Schultz, Stacy Hicks, AH, Jennifer Morgan, Britney Lee, and Andy Boystel.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

Listen & Learn, Wellness Clinic Overview

Tina Anderson and Jeff Porter presented an overview of the status of the Fairfield County employee Wellness Clinic.

Mr. Porter spoke about the progression of the clinic and introduced Ms. Anderson as the Clinic Manager.

Ms. Anderson spoke about the services provided at the clinic, including walk-in visits, appointments, biometric screenings, and flu vaccines. A packet of information was provided and can be viewed in the meeting minutes.

Mr. Porter spoke about the rarity of a walk-in clinic outside of an urgent care setting. He added that the clinic's medical staff can make referrals, provide sports physicals, provide visits for illnesses, and much more.

The average patient visit time in 2024 was 42.7 minutes, stated Ms. Anderson. This time is calculated from when an employee walks in the door until they walk back out.

Mr. Porter added that in 2017, when the employee clinic first opened, 1067 patients were seen, and in 2024, 3713 patients were seen. The average charge per patient decreases as the number of patients seen increases. The county has saved over \$2.1 million since the clinic opened in 2017.

Ms. Anderson stated that the average cost per patient including labs and vaccines in 2024 was \$59.34, which had significantly decreased since the average rate of \$117.15 in 2017.

Mr. Porter added that labs, vaccines, and other tests would have been charged separately to the insurance plan, increasing overall costs to the county.

Commissioner Fix asked if there was a way to estimate total savings in every area.

Mr. Porter said it would be difficult to quantify the savings, including the ability to help employees return to work quicker. He added that some on the insurance plan utilize the clinic as their primary care physician. We also have online sessions called "Factual Fridays" where the clinic provides information on health issues for men and women.

Ms. Anderson said a lot of individuals are seen in the clinic that should be seen in an emergency room. She added that the clinic was still able to assess those individuals.

Mr. Porter spoke about diagnostic testing that can be facilitated at the clinic. He thanked the Commissioners for allowing the county to continue the Wellness Clinic program and added that being able to call Ms. Anderson and her team has been invaluable.

Ms. Anderson also stated her thanks to Mr. Porter and his staff and added that it has been a continued pleasure to work with county staff.

Mr. Poter closed by adding that aside of the financial and health benefits, the clinic has been a convenience and time saver for employees.

Public Comments

Cindy Getz of JFS stated she is retiring next week and thanked the Commissioners for their level of care for county employees. She spoke about the work environment, healthcare benefits, and other staff. She thanked Ms. Cordle for her support and spoke about some of the other amazing staff, including Corey Clark, Bart Hampson, Heather O'Keefe, Dan Neeley, and Krista Humphries.

Commissioner Fix thanked Ms. Getz for attending the meeting and for the wonderful things she had to say about so many of the employees.

Ms. Cordle spoke about Ms. Getz and her incredible kindness.

Stephanie Taylor stated that Habitat for Humanity is finishing a project on Graf Street and will be holding a wall-build this week at the Workforce Center. She added that a project would soon start on King Street.

Legal Update

None.

County Administration Update

- The County Administration Update was provided by the County Administrator, Aundrea Cordle, unless otherwise noted.

A video was played from the 2025 MORPC State of the Region Address. The video spoke about Commissioner Fix as a MORPC award recipient.

Commissioner Fix spoke about receiving the award and added that the award represents the entire team of folks that worked on the Comprehensive Land Use Plan. He added that he was grateful for the award and the team that worked with Fairfield County villages and townships on the plan.

Commissioner Fix Receives the MORPC Regional Leadership Award

Last Friday, at the MORPC State of the Region, held at the Hilton Downtown Columbus, Commissioner Fix was presented with the 2025 Regional Leadership Award. Commissioner Fix was selected for the award for his work and initiatives for responsible growth in Fairfield County. Commissioner Fix has championed sustainable development, community preservation, and new housing development; and has led the county in the creation of the Comprehensive Land Use Plan.

First introduced in 1997, the Regional Leadership Award recognizes individuals in a 15-county region (Franklin, Delaware, Fairfield, Fayette, Hocking, Knox, Licking, Logan, Madison, Marion, Morrow, Perry, Pickaway, Ross and Union counties) who make extraordinary efforts to ensure the future viability of the region's communities. The Regional Leadership Award is derived from MORPC's continuing dedication to addressing issues that transcend community boundaries and to stimulating visionary thinking.

Indigent Defense Reimbursement Rate Rebounds

Last week, the Office of the Ohio Public Defender issued its quarterly update memo on the indigent reimbursement rate. In it, OPD informed stakeholders that the reimbursement rate for the final four months of FY 2025 reimbursement payments (January through April), the reimbursement rate will be 93%, up from the 78% that OPD had been reimbursing thus far in the fiscal year.

OPD set the reimbursement rate at 78% based on the projection that monthly reimbursement requests would exceed \$19 million. However, monthly reimbursements have only exceeded \$19 million two times over the eight months and are averaging \$18.4 million. That has allowed the agency to increase the reimbursement rate for the remainder of the year, and result in an average annual reimbursement rate of about 83%.

While we are glad to see the reimbursement rate increase for the remainder of the fiscal year, the memo is a reminder of the uncertain nature of indigent defense reimbursement. CCAO, in partnership with OPD, the State Bar Association, the Criminal Defense Attorneys Association, and the Ohio Access to Justice Foundation, is supporting the inclusion of HC-1087 in the House Bill 96 substitute bill. The amendment would increase funding available for reimbursement for SFY 2026 and SFY 2027, remove reimbursement rate caps that harm small counties, and provide for a performance audit of the indigent defense system.

Commissioner Davis stated that the issue of indigent defense reimbursement rate has been a reoccurring battle.

Commissioner Fix added that he remains frustrated that the system could punish counties with good programs to help counties with struggling programs and that the same thing is happening with the pilot program for jail funding.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 46 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- The first resolution is to approve amending a 2008 resolution which adopted the Public Comment Policy. The amendment addresses online meeting attendees and informs the public that they may address the Commissioners at a meeting inperson and provides additional avenues for providing comments to the Board of Commissioners.
- There is a resolution authorizing the reduction of appropriations in Fund 2788, Sub Fund 8317, the 2022 CDBG Grant. CDBG FY2022 is complete, and it is necessary to reduce the appropriations to correct the 2025 budget.
- The Engineer's Office has 11 resolutions consisting of 6 financial resolutions, a road/bridge weight reduction resolution, 2 resolutions to approve advertising, a resolution to approve awarding a contract to BUD's Inc. for a bridge replacement project, and a resolution to approve a change order for the 2024 micro surfacing project.
- JFS has 25 resolutions on today's agenda, which consist of 7 financial resolutions and 18 resolutions for contracts and contracts amendments. Six of the contract resolutions are for IV-D contracts, 11 are for network placement contracts and contract amendments, and one contract is for a purchase of service agreement with Functional Training Services, Inc. to provide work readiness services to eligible program participants.
- The Sheriff's Office has a resolution to extend the contract with Premier Physician Services to provide nursing and physician services for jail operations.
- And Transit has a resolution to approve a service agreement with Lancaster City Schools to provide special needs transportation services for the district.

Budget Review

 Budget Director, Bart Hampson, provided a sales tax update through March of 2025, and added that the March revenues were up 3.4% over the budget estimates.

Calendar Review/Invitations Received

- The Calendar and Correspondence reviews were provided by Ms. Menningen.

Informational Items

- South Licking Water Conservancy District Meeting, March 25, 2025, 3:00 p.m.,
 Licking County Agricultural Center, 771 E. Main St., Newark
- Celebration of Possibilities, March 26, 2025, 6:00 p.m., Crossroads Event Center, 2095 W. Fair Ave., Lancaster
- Fairfield County Health District's Advisory Council Meeting, March 27, 2025, 7:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Fairhope Celebrates Life, May 1, 2025, 5:30 p.m. 8:30 p.m., The Mill Event Center, 431 S. Columbus St., Lancaster

Correspondence

- Mid-Ohio Regional Planning Commission March 2025: Regional eSource Newsletter, "At MORPC's 2025 State of the Region, Leaders Call for Bold Action to Shape Central Ohio's Growth"
- Correspondence Regarding Industrial Solar Projects

Updates from Elected Officials and Department Heads

Dr. Brown stated that MCJDC statement changes were included in the Review Packet. She spoke about sexennial updates, the House Bill 28 property tax reform legislation, Senate Bill 116 pipeline legislation, and levy fact sheets produced by her office. She gave a presentation about AI that she will repeat again on April 4th and spoke about the "We Rally We Rise Event" where Judge Vandervoort and Marcy Fields were each presented an award.

Mr. Vogel stated that Anthony Iachini, with Economic Development, requested they work together regarding proposed developmental areas that might need help with funding.

Ms. Toney provided an update on the career expo, adding that 294 students and 58 employers attended. She stated that the Workforce Center will have a phlebotomy class for adults and a parent night is upcoming that will introduce possible incoming students.

Commissioner Levacy spoke about attending the career Expo and added he was thrilled to see the number of attendees.

Ms. Toney stated that information about the Workforce Center is getting out to students. She added that students from other areas came to see what we offer in Fairfield County.

Mr. Kochis spoke about a mobile cellular tower that uses Starlink and is shared with Franklin County. He added that the bid information has been published for the Sheridan Center.

Mr. Clark thanked Cindy Getz for her years of service and added that she has been the face of JFS for many of the clients.

Old Business

Commissioner Davis spoke about Stephanie Taylor and the asset she is to Habitat for Humanity and Fairfield County.

Commissioner Levacy echoed the sentiment about Ms. Taylor and spoke about a meeting that he and Ms. Cordle had with Senator Schaeffer regarding funding. He added that he also met with the Fairfield County Veterans group. The group is working on becoming a non-profit entity.

New Business

Commissioner Davis spoke about an early concept regarding transit where the supply and demand ratio was not favorable. He added that Uber has married up the greatest system for transportation supply and demand and that he has a vision for the community, and not just for those who cannot afford vehicles. He has an upcoming meeting regarding that vision.

Commissioner Fix stated his appreciation for Commissioner Davis's continued leadership with Transit and spoke about a personal story of someone who needed transportation assistance. He added that the transit issue impacts everyone and is not exclusive to low-income individuals.

Regular (Voting) Meeting

The Commissioners continued to the voting portion of the meeting with the following Commissioners present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Workforce Deputy Director; DeShawn Toney; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; Auditor, Dr. Carri Brown; Operations Administrator, Jeff Camechis; Clerk of Courts, Branden Meyer; Recorder, Lisa McKenzie; Deputy JFS Director, Heather O'Keefe; Interim RPC Director, Holly Mattei; FCFC Manager, Tiffany Wilson; Deputy HR Director, Abby Watson; JFS Program Administrator, Krista Humphries; Budget Officer, Staci Knisley; Soil & Water Urban Technician, Chad Lucht; Dr. David Uhl; Also in attendance: Sherry Pymer, Stephanie Taylor, and Tina Anderson.

Virtual attendees: Shannon, Jessica Murphy, Lori Hawk, Park Russell, Belinda Nebbergall, Jane Harf, Shelby Hunt, Abby King, Tony Vogel, Marcy Fields, Lori Lovas, Charlie, Colleen Cook, Deborah, Jeanie Wears, Greg Forquer, Baylie Blevins, Jeff Barron, Nicole Schultz, Stacy Hicks, AH, Jennifer Morgan, Britney Lee, and Andy Boystel.

Announcements

None.

Approval of Minutes for March 18, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, March 18, 2025, meeting.

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

Approval of Resolutions from the Fairfield County Commissioners

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

2025-03.25.a	A Resolution to Amend Resolution 08-03.18.b, Adoption of a Public Comment Policy
2025-03.25.b	A Resolution Authorizing the Reduction of Appropriations in Major Expenditure Object Categories for Fund #2788, Sub Fund #8317, FY 2022 CDBG Grant

Commissioner Fix spoke with Commissioner Grady of Frankin County about the online video intrusion during their virtual meeting. He is grateful that the first resolution helps to prevent that from happening in Fairfield County.

Roll call vote of the motion resulted as follows:

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

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

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Board of Developmental Disabilities:

2025-03.25.c

A Resolution to Approve Additional Appropriations by Appropriating from Unappropriated into a Major Expense Object Category, Fund #2060

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Clerk of Courts - Legal Division

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Clerk of Courts – Legal Division:

2025-03.25.d

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #1110

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Engineer

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

2025-03.25.e	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services
2025-03.25.f	A Resolution to Request Appropriations for Additional Unanticipated Receipts of Memo Receipts and Memo Expenses for Fund #2050 for Annual Inspections, Repairs, and Maintenance in Various Subdivisions as of 03/20/2025
2025-03.25.g	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024, Motor Vehicle for Construction in Progress
2025-03.25.h	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024, Motor Vehicle for Materials & Supplies
2025-03.25.i	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024, Motor Vehicle for Contractual Services
2025-03.25.j	A Resolution to Approve the Contract Bid Award for the PLE-32 & PLE-33 Bridge Replacements Project

2025-03.25.k	A Resolution to Approve Lifting Weight Reductions on County and Township Roads
2025-03.25.1	A Resolution to Approve Advertising for the Purchase of Liquid Asphalt Project
2025-03.25.m	A Resolution to Approve Advertising for the 2025 Micro-surfacing Project
2025-03.25.n	A Resolution to Approve a Change Order for the 2024 Micro-surfacing Project
2025-03.25.o	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane Expenses

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

Approval of a Resolution from Fairfield County Facilities

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

2025-03.25.p A Resolution for Approval of Change Order No. 1 to the Contract between the McDaniels Construction and the Fairfield County Commissioners

Director Kochis stated that the resolution allows for the installation of a man-gate for landscaping needs.

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

Approval of Resolutions from Fairfield County Job and Family Services

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

2025-03.25.q	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2072, Children Services Fund
2025-03.25.r	A Resolution Authorizing a Fund-to-Fund Transfer for Fairfield County JFS
2025-03.25.s	A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to Fairfield County Health Departments as a Memo Expenditure for Fund #2072, Public Children's Services
2025-03.25.t	A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund, Fund #2072, Public Children Services, Sub-Fund #8182, EPIC Grant

	2025-03.25.u	A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2015, Reimbursing Fund #2018	
	2025-03.25.v	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund #2018, Public Assistance Fund	÷
	2025-03.25.w	A Resolution to Approve a Memo Receipt and Expenditure, Fund #2072, Reimbursing Fund #2018	
	2025-03.25.x	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between ENA, Inc. and Child Protective Services	
	2025-03.25.y	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Caregiver's Helpers, Inc.	
	2025-03.25.z	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Sojourners Care Network	
	2025-03.25.aa	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Buckeye Ranch, Inc.	
	2025-03.25.bb	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Willow Branches of Healing	
	2025-03.25.cc	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate Services	
	2025-03.25.dd	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Gordell Enterprises LLC DBA ASUR	
	2025-03.25.ee	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Redemption House, Inc.	
	2025-03.25.ff	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Unk's Place	
	2025-03.25.gg	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Bunker Hill Haven for Boys	
	2025-03.25.hh	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Journey Home Foster Care	
_	1	2025 March 25 2025	

2025-03.25.ii	A Resolution Regarding a Service Agreement between Functional Training Services, Inc. and Job & Family Services
2025-03.25.jj	A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Court of Common Pleas, Domestic Relations Division
2025-03.25.kk	A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Jeffrey Feyko
2025-03.25.11	A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Powers Investigations, LLC.
2025-03.25.mm	A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Mary Ann Boone
2025-03.25.nn	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
2025-03.25.00	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

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

Approval of Resolutions from the Fairfield County Sheriff

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

2025-03.25.pp	A Resolution Authorizing the Approval of a One-Year Contract Extension Between TeamHealth/Premier Physicians Services, Inc. and the Fairfield County Sheriff's Office
2025-03.25.qq	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office Fund #2442, Commissary

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

Approval of a Resolution from Fairfield County Transit

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

2025-03.25.rr A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Transit and Lancaster City Schools

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the South Central Major Crimes Unit

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the South Central Major Crimes Unit:

2025-03.25.ss

A Resolution Authorizing an Account-to-Account Transfer for MCU Fund #7829, Sub Fund #8353, Justice Assistance Grant 23

Roll call vote of the motion resulted as follows:

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

Approval of the Payment of Bills

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

2025-03.25.tt

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: David Levacy, Steve Davis, and Jeff Fix

Adjournment

Auditor Brown stated that deadlines for Board of Revision complaints and agricultural easements is approaching.

Sherry Pymer asked about the weight restrictions reduction resolution that was on the agenda.

Mr. Camechis stated that the weight restriction reductions correlate to the time of the year and freezing and thawing of roadways and bridges.

With no further business, On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 9:58 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, April 1, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: David Levacy

Seconded by: Steve Davis

that the March 25, 2025, minutes were approved by the following vote:

YEAS: David Levacy, Steve Davis, and Jeff Fix

NAYS: None

ABSTENTIONS:

*Approved on April 1,2025

Jeff Kix Commission Steve Davis Commissioner David Levacy Commissioner

Rochelle Menningen, Clerk



COMMISSIONERS BOARD

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

County Administrator

Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

Tuesday, March 25, 2025 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 time for county leadership to connect about matters of county business.

Clerk Rochelle Menningen

2. Welcome

3. Listen & Learn, Wellness Clinic Overview

Tina Anderson with Fairfield Medical and Jeff Porter, Deputy County Administrator

4. Public Comments

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

5. Legal Update

6. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
 - South Licking Water Conservancy District Meeting, March 25, 2025, 3:00 p.m., Licking County Agricultural Center, 771 E. Main St., Newark
 - ii. Celebration of Possibilities, March 26, 2025, 6:00 p.m., Crossroads Event Center, 2095 W. Fair Ave., Lancaster
 - iii. Fairfield County Health District's Advisory Council Meeting, March 27, 2025, 7:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
 - iv. Fairhope Celebrates Life, May 1, 2025, 5:30 p.m. 8:30 p.m., The Mill Event Center, 431 S. Columbus St., Lancaster

e. Correspondence

- i. Mid-Ohio Regional Planning Commission March 2025: Regional eSource Newsletter, "At MORPC's 2025 State of the Region, Leaders Call for Bold Action to Shape Central Ohio's Growth"
- ii. Correspondence Regarding Industrial Solar Projects

SERVE • CONNECT • PROTECT



REVIEW AGENDA

BOARD OF COMMISSIONERS

Commissioners: Steven A. Davis Jeffrey M. Fix

David L. Levacy

7. Updates from Elected Officials and Department Heads

County Administrator Aundrea N. Cordle

8. Old Business

Deputy County Administrator

9. New Business

Jeffrey D. Porter

10. Regular (Voting) Meeting

Clerk Rochelle Menningen

11. Adjourn

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

SERVE • CONNECT • PROTECT

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$27,573,110.58 expended, \$2,869,173.16 encumbered or

obligated.				
Project/Category		As of 3/24/25 Appropriations	As of 3/24/25	As of 3/24/25 Obligation
Project/Category Public Health		Appropriations	Expenditure	Obligation
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,422,579.58	3,480.00
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	54,250.98	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)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,349,882.21	6,346,402.21	3,480.00
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
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$27,573,110.58 expended, \$2,869,173.16 encumbered or

obligated.				
Project/Category		As of 3/24/25 Appropriations	As of 3/24/25 Expenditure	As of 3/24/25 Obligation
R210e	ADAMH/LSS Housing Projects	3,000,000.00	800,564.01	2,199,435.99
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	100,000.00	0.00
R210h	Housing Project	700,000.00	700,000.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	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	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	399,354.84	0.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		6,426,158.72	4,226,722.73	2,199,435.99
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	Dramium Day Dramium Day for			
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

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$27,573,110.58 expended, \$2,869,173.16 encumbered or

obligated.				
Due in at/Oatawa		As of 3/24/25	As of 3/24/25	As of 3/24/25
Project/Category		Appropriations	Expenditure	Obligation
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	550,210.54	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	2,448,140.26	313,695.59
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	100,805.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	221,535.69	221,535.69	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	731,947.53	102,052.47
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,171,600.69	6,755,852.63	415,748.06
Revenue Loss		. , ,		,
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$27,573,110.58 expended, \$2,869,173.16 encumbered or

obligated.				
Project/Category		As of 3/24/25 Appropriations	As of 3/24/25 Expenditure	As of 3/24/25 Obligation
D61a				
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f				
	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Benevation	2 244 529 02	2 200 277 02	126 250 10
	Fairfield Center Renovation Community School Attendance	3,344,528.02	3,208,277.92	136,250.10
R61h	Program School Attendance	501,137.00	501,137.00	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
		0.00	0.00	3.33
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61I	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	431,430.94	23,231.06
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	43,000.00	9,433.00
R61t	County Radios	61,537.50	0.00	61,537.50
R61u	Transportation	243,000.00	243,000.00	0.00
R61v	Transportation Rebranding	20,057.45	0.00	20,057.45
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
Revenue Loss		10,000,000.00	9,749,490.89	250,509.11

ADMINISTRATIVE AUTHORITY ITEMS FAIRFIELD COUNTY COMMISSIONERS' OFFICE MARCH 17, 2025 TO March 23, 2025

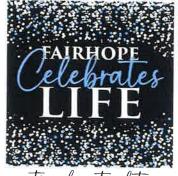
Fairfield County Commissioners

AA.03.18-2025.b An Administrative Approval for the payment(s) of the United Health Care	
(UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]	
AA.03.19-2025.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 \$77,250 per invoice. [Commissioners]	
Fairfield County Facilities	
AA.03.17-2025.b An Administrative Approval of a Master Equity Lease Agreement between Enterprise Fleet Management, Inc., and Fairfield County Facilities [Facilities]	
Fairfield County Human Resources	
AA.03.17-2025.a An administrative approval to amend the Administrative Services Agreement with United Healthcare Services, Inc. [Fairfield County Human Resources]	es]
Fairfield County Regional Planning Commission	
AA.03.18-2025.a An Administrative Approval for Amendment #3 to the PY 2022 CDBG Program Grant B-F-22-1AV-1. [Regional Planning Commission]	
Fairfield County Sheriff	
AA.03.19-2025.b An Administrative Approval for an agreement between Halcyon Consulting Services, LLC and The Fairfield County Sheriff's Office [Sheriff]	

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$27,573,110.58 expended, \$2,869,173.16 encumbered or obligated.

Project/Category		As of 3/24/25 Appropriations	As of 3/24/25 Expenditure	As of 3/24/25 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	427,180.40	0.00
Subtotal Administration		591,798.66	427,180.40	0.00
Grand Total		\$30,606,902.00	\$27,573,110.58	\$2,869,173.16

020



...a timeless tradition

5:30pm - 8:30pm

The Mill Event Center 431 S. Columbus Street • Lancaster

Virtual Auction - Live Auction & Silent Auction *Event Only



fairhopehospice.org 740-654-7077





Benefiting the FAIRHOPE Memorial Fund

FAIRHOPE Hospice & Palliative Care's Memorial Fund is used to provide end-of-life care to terminally ill patients who otherwise could not afford care and assists with other special patient needs. FAIRHOPE provides care where you need it, when you need it.

DETACH AND MAIL

First and Last Name	Tickets \$40 per person	
□ Enclosed is my check for	people	
Please make checks out to: FAIRHOPE Hospice &		
Charge my credit card for	people	
Purchase tickets online at https://fairhopehospid	ce.ejoinme.org/tickets	
Please list name(s) of attendees		
Email Confirmation		
☐ Visa ☐ MasterCard ☐ Discover		
Name on card		
	•	
Credit Card Number		
Expiration Date		
CHECK HERE if you would like to use this credit card information to	o register for the virtual auction	

You're Invited

Bidding and Auction How To:



VIRTUAL AUCTION

To register for the online auction, visit: https://fairhope2025.ggo.bid/bidding/package-browse

- Click GET STARTED
- Choose CREATE AN ACCOUNT

Enter your email address Verify your email address

By joining, you will be registered with Greater Giving to help with your non-profit organization's fundraising. Can't find the email? Search your Inbox, Spam, or Junk email folders.

· Click the link to

FINISH REGISTRATION

in the email sent from Greater Giving

- Enter your information
- Click CREATE
- Click START BIDDING

Browse Packages until bidding opens

Bidding OPENS

Tuesday April 29, 2025 at 8:00am!

HOW TO BID

- Choose the Package you would like to place a bid on
- Click BID NOW
- Enter Amount of your Bid and SUBMIT

If you have been outbid, a text message will be sent. You can increase your bid following steps above.

LIVE AUCTION

ONLY AVAILABLE AT THE EVENT

To attend the in-person event,
purchase your tickets here:
https://fairhopehospice.ejoinme.org/tickets
or fill out the form enclosed and mail back to
FAIRHOPE Hospice, 282 Sells Rd.,
Lancaster OH 43130

- Upon arriving at the event, go to the Registration Table to collect your LIVE AUCTION Paddle.
- Each attendee is assigned a number associated with their name.
- During the **LIVE AUCTION**, raise your paddle to bid.
- See registration table at the close of the auction to make your payment on winning packages.

RETURNING BIDDERS

Scan QR Code above or visit

https://fairhope2025.ggo.bid/bidding/ package-browse

- Log In
- Select START BIDDING

BIDDING OPENS

Tuesday April 29, 2025 at 8:00am!

Bidding Ends Thursday, May 1st at 8:00pm

IN-PERSON SILENT AUCTION

These packages are only up for bid for attendees at the event.

This bidding is done by writing in your bids on the **SHEET** associated with each package. To bid on these items, **WRITE** your bid and your name on the lines assigned to each package! See registration table at the close of the auction to make your payment on winning packages.

CONCLUSION OF AUCTION

If you have won a package(s) and you DID NOT attend in-person, your items can be picked up at FAIRHOPE's Anita M. Turner Center, 282 Sells Road, Lancaster, on Monday, May 5th from 8:00am - 4:00pm. If you need to make other arrangements, please email giving@fairhopehospice.org

If you won a package(s) and you DID attend the in-person event, make your way to the registration table to pay and collect your item(s)!

March 21, 2025

At MORPC's 2025 State of the Region, Leaders Call for Bold Action to Shape Central Ohio's Growth



Housing affordability, infrastructure investments, and economic opportunity top regional priorities

Nearly 1,000 elected officials, business and civic leaders from gathered today for the Mid-Ohio Regional Planning Commission's (MORPC) 2025 State of the Region to address Central Ohio's most pressing challenges and opportunities as it grows. The annual event celebrated the region's progress, recognized outstanding leadership, and outlined a vision for continued growth.

The annual event, themed *Growing Stronger Together: Building a Thriving Region*, emphasized bold, collaborative action focused on the power of choice—expanding housing, transportation and economic opportunities — that help residents shape their futures while fostering sustainable growth.

"As Central Ohio continues its rapid growth, we have a choice in how we shape our future. Success won't be measured by growth alone, but by how well we expand opportunities for housing, transportation and economic prosperity. Through collaboration and bold investments—like the LinkUS Initiative, expanded regional trails and strategic housing solutions—we can ensure our communities grow stronger, more connected, and more inclusive. Central Ohio is not just growing bigger; we are growing better, together."

MORPC Executive Director William Murdock

MORPC welcomed keynote speaker Bruce Katz, Founding Director of the <u>Nowak Metro</u> <u>Finance Lab at Drexel University</u> and Founder of New Localism Associates. Katz advises leaders on leveraging the competitive advantages of their cities and metropolitan areas. He is co-author of "The New Localism: How Cities Can Thrive in the Age of Populism" and "The Metropolitan Revolution: How Cities and Metros are Fixing Our Broken Politics and Fragile Economy."

"The future of our cities is going to require radical collaboration, where power shifts to local communities, fostering innovation by building networks of public, private, and civic partners. By working together and blocking out the "noise" that creates fragmentation, Central Ohio can navigate the changes ahead, continue building a robust region, while truly getting better as you grow."

Keynote Speaker and Author Bruce Katz

Additionally, MORPC unveiled the preliminary results of the Leaders Listen Survey Series, developed in partnership with Measurement Resources Company, to obtain residents' opinions on experiences and services in the region. The Leaders Listen Series is a set of short surveys produced by MORPC that periodically invites residents within the Central Ohio region to share their input. The most current survey topic in the series is economic development, gathering insights from residents across the 15-county region.

Key findings from the survey include:

- Housing affordability is the top economic concern in Central Ohio, with 73% of residents saying housing costs are too high, and 31% citing a lack of housing options as a major issue.
- More than half of residents (51%) believe increasing affordable housing supply is the most impactful economic development strategy—ranking higher than business attraction or small business support.
- Job opportunities remain a concern, with 36% of respondents citing a lack of high-paying jobs and 26% pointing to an overall job shortage. However, 54% of residents feel

optimistic about the region's job outlook, likely fueled by recent large-scale employer announcements.

- Childcare affordability is a significant barrier to workforce participation, with 27% of respondents ranking it among the top three economic concerns. Among families with young children, 20% have sacrificed childcare costs to afford housing.
- Infrastructure and utilities improvements have strong public support, with two-thirds
 of respondents agreeing that investments are needed to sustain growth. However, only
 42% of residents support raising taxes to fund these initiatives, signaling a preference
 for cost-effective or alternative funding solutions.

The survey results reinforce the critical role that housing, jobs and infrastructure investments play in shaping Central Ohio's future. Insights from Leaders Listen will guide regional planning efforts to ensure growth is equitable and sustainable. For a full breakdown of the survey results, visit www.morpc.org/leaderslisten.

Three awards were presented to outstanding leaders and initiatives shaping the region:

The **William H. Anderson Excellence in Public Service Award** was awarded to Thomas Homan, City Manager, City of Delaware. Homan, who served as Delaware's city manager for 26 years, played a pivotal role in revitalizing the city's downtown, spurring new neighborhood development, and leading key economic initiatives. Under his leadership, Delaware received national recognition, including being named one of Ohio Magazine's Best Hometowns and earning a spot on *Money Magazine*'s Top 50 Best Places to Live.

The **Regional Leadership Award** went to Commissioner Jeff Fix, Fairfield County. Commissioner Fix has championed responsible growth in Fairfield County, balancing new housing development with community preservation. He led the creation of the county's Comprehensive Land Use Plan to guide sustainable development.

MORPC awarded the **William C. Habig Collaborative Achievement Award** to the Drive Investment in Central Ohio: War Room Collaborative. This initiative, founded by The Columbus Partnership, brings together public, private, higher education, and nonprofit leaders to secure critical funding for regional projects. In 2024, their efforts resulted in a record \$116 million in federal funding for Central Ohio, supporting key projects such as Lancaster's Industrial Complex, Columbus Regional Airport Authority's Terminal Grant, COTA's West Broad Corridor expansion, and Intel's semiconductor facility investments.

For a complete recap of the 2025 State of the Region in the coming days, visit www.morpc.org/sotr.

The 2026 State of the Region will be held on March 20, at the Columbus Downtown Hilton.

203 S Stanwood Road Columbus, OH 43209

March 17, 2025

Fairfield County Commissioners 210 E. Main Street #301 Lancaster, OH 43130

Subject: Carnation Solar Case # 24-0881-EL-BGN Amanda Township, Fairfield County, Ohio

Dear Commissioners:

My name is Jane Smith and for over 55 years I lived in a brick house in the southeast corner of SR 188 and Amanda-Northern Road in Amanda Township. This home is on the National Park Service's National Register of Historic Places and within 1,250 feet of the Carnation Solar Project. In November 2024, I sold my historic home to a longtime area resident and farmer, who, like I did, is raising a family in this wonderful rural residential Township. I still own agricultural property in this immediate area located directly adjacent to the Project.

As you may know, Amanda Township is dotted with residential users and small agricultural fields. The proposed project is inappropriate for such a rural residential area. I enclosed a google map of the Fox Squirrel Solar Farm area, located a few miles north of I-71 on SR 56 in Madison County, and one of Amanda Township. Both maps have the exact same scale. As you can see, as opposed to the Fox aerial, Amanda Township is a patchwork of smaller properties. This patchwork is further evidenced by the odd configuration of the Carnation Project as it snakes through the Township (see enclosure), impacting all the small parcels in its wake. Large parcels, like those in Madison County, do not exist in the Township. There are appropriate areas for solar farms; however, they lie in areas with much larger open parcels with enough land to provide buffers, not located in rural residential townships with a medley of small fields and residential users.

Lastly, I am sympathetic to the idea of property owners having the right to use their property as they see fit. However, how do we explain the existence of zoning? As a property owner, I have to abide by the zoning laws of the Township and requirements of the County Health Department. There are restrictions placed on us as property owners for health reasons and to create a livable community. Having said this, the argument of owner's rights needs serious consideration as a relevant one but in a township with zoning laws, solar projects usurp local zoning laws and allow for out of area individuals to dictate uses in a local community.

As a 55-year former resident and current property owner, I urge you to oppose the Carnation Solar Project in Amanda Township. Given the current land uses in the Township, it is not appropriate.

Thank you very much for your time and your service to Fairfield County,

Jane Smith

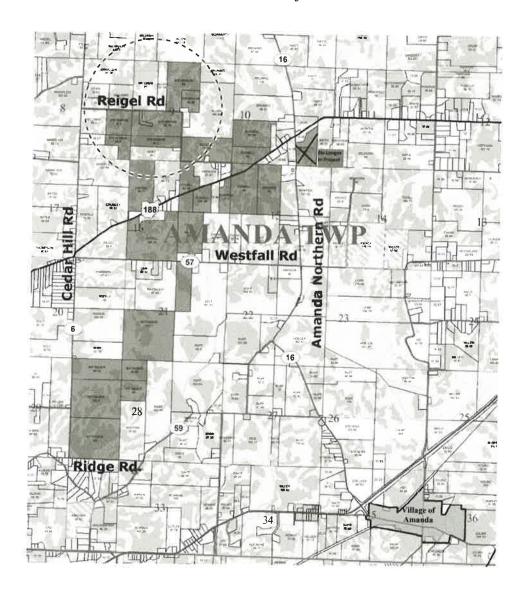
Enclosures

Imagery @2025 Airbus, Landsat / Copernicus, Maxar Technologies, USDA/FPAC/GEO, Map data @2025 1 mi



Imagery ©2025 Airbus, CNES / Airbus, Landsat / Copernicus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2025 Google 1 mi

Carnation Solar Project Parcels



To the Ohio Power Siting Board,

I am in support of the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). It represents a significant investment in our local community and the state of Ohio.

The project will give participating landowners financial stability, allowing them to keep their farmland in their families for generations. This secure, steady income is essential for preserving our agricultural heritage and supporting local farmers. The project will also generate significant revenue to fund local services in Fairfield County.

Furthermore, the Eastern Cottontail Solar Project will generate clean, renewable energy that will help reduce our reliance on imported energy and lower electricity costs. This is a win-win for our environment and our economy.

Please support this vital project.

Sincerely,

Carol Aurnou
carol.aurnou@yahoo.com
672 Lilac Circle
Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear Ohio Power Siting Board,

I am writing in support of the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is an excellent opportunity to enhance our local economy and promote sustainable energy.

The Eastern Cottontail Solar Project will generate approximately \$1.98 million annually in tax revenue, which will be used to fund essential local services such as schools, police, and fire departments. This revenue is crucial for maintaining the quality of life in our community.

In addition to the financial benefits, the project will create over 500 jobs during construction and provide long-term employment opportunities in operations and maintenance. These jobs will be filled by local residents, contributing to the economic stability of Fairfield County.

I strongly support this project and encourage you to approve it.

For our planet's future.

Best regards,

Susan Altherr
althersue@hotmail.com
1440 Redwood Dr
Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

OPSB.

I am writing to show my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project will provide vital financial support for local communities, and will help contribute to energy security and American energy independence.

It will create over 500 construction jobs and long-term operations positions, providing employment opportunities for Ohio residents. This job creation will have a positive impact on our local economy and help support working families.

In addition to job creation, the project will generate significant revenue for local schools, police, and fire departments. This financial support is crucial for maintaining and improving essential services in Fairfield County.

The power generated by the project will contribute to the transition to American-made clean energy, and will improve the security of our grid with additional, much-needed power.

Supporting this project is a step towards a more sustainable and prosperous future for Ohio.

Thank you,

Rose Vidmar
vidmarrose@yahoo.com
11490 Windridge Dr
Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB,

I am writing to advocate for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project will provide numerous benefits to Fairfield County and the state of Ohio.

The project will create over 500 construction jobs and additional long-term operations and maintenance positions. This job creation will stimulate the local economy and provide stable employment opportunities for Ohioans.

Moreover, the project will generate approximately \$80 million in long-term revenue for local services in Fairfield County such as schools, police, and fire departments. This revenue is essential for supporting the community and ensuring funding for these critical services.

Please approve the Eastern Cottontail Solar Project and support the prosperity of our community.

We need to produce much-needed, clean, affordable, American-made energy.

Best regards,

Renee Ayers
reneeandchrisayers@yahoo.com
12655 Saratoga Lane
Pickerington, OH 43147-8252

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

To whom it may concern,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an excellent opportunity to promote clean energy and support local communities. I am writing to support the project, and I urge the OPSB to approve it for the good of Fairfield County and the State of Ohio as a whole.

The project will generate clean, renewable energy that will help reduce our reliance on imported energy and lower electricity costs. This is a significant benefit for Ohio residents and the environment.

In addition to the environmental benefits, the project will create over 500 construction jobs and additional long-term maintenance positions. These jobs will be filled by local residents, providing much-needed employment opportunities and supporting the local economy.

Furthermore, the project will generate significant revenue for local schools, police, and fire departments. This financial support is crucial for maintaining and improving essential services in Fairfield County.

I strongly support this project and encourage you to approve it.

Sincerely,

Melinda Elliott
melinda.elliott08@gmail.com
1167 Charles St
Logan, OH 43138

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) will provide significant financial and environmental benefits to our community. I ask the OPSB to consider the project's local and statewide benefits, and join me in supporting this project.

It will support the community by generating approximately \$80 million in long-term revenue for local services such as schools, police, and fire departments. Additionally, the project will create over 500 construction jobs and additional long-term operations positions. These are job opportunities for local residents, providing stable employment and stimulating the local economy.

Furthermore, Eastern Cottontail will generate clean, renewable energy that will help reduce our reliance on imported energy and lower electricity costs. This is a win-win for our environment and our economy.

Please support this vital project

Thank you,

Kathryn Brown brwnkat@hotmail.com 2115 William T Cir Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Members of the Ohio Power Siting Board,

The proposed Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a pivotal development that promises numerous benefits for our local community and the state of Ohio.

The economic impact of the Eastern Cottontail Solar Project is one of its most compelling benefits. If approved, the project will create over 500 construction jobs, providing immediate employment opportunities for local residents, as well as long-term maintenance and operations jobs. The project's commitment to hiring locally underscores its dedication to supporting Ohio's workforce.

The project will also help stimulate local businesses and fuel broader economic growth by creating about 270 indirect jobs in related industries such as supply chain management and materials.

The financial benefits extend to public services as well. The project is expected to generate \$1.98 million annually in tax revenue, which will help fund essential services such as schools, police, and fire departments. This consistent revenue stream will amount to approximately \$80 million over the project's lifetime.

From an environmental perspective, the Eastern Cottontail Solar Project is a significant step towards sustainability through clean, renewable energy.

Moreover, the project supports landowner rights and sustainable land use. By allowing farmers and landowners to use their land for solar energy production, we respect their autonomy and promote practices that are both economically beneficial and environmentally responsible.

The bottom line is, the Eastern Cottontail Solar Project represents a comprehensive investment in the economic, social, and environmental well-being of Fairfield County and the state of Ohio. I strongly encourage the Ohio Power Siting Board to approve this project.

Sincerely,

Stephanie Knight pbnj.smk@gmail.com 159 Tarhe St Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

I am writing to convey my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is a model of how sustainable energy initiatives can drive economic growth and enhance community well-being.

One of the most significant benefits of the Eastern Cottontail Solar Project is its potential to create over 500 construction jobs, in addition to long-term operations and maintenance positions. This influx of employment opportunities will provide a substantial boost to the Fairfield County economy. The project will also generate significant indirect economic benefits. By creating hundreds of indirect jobs in related industries, the project will stimulate local businesses.

The project will generate approximately \$1.98 million annually in tax revenue, which will equate to \$80 million over the project's lifetime. The funds will be directed towards essential public services such as schools, police, and fire departments. This consistent revenue stream is vital for maintaining and improving the quality of life for Fairfield County residents.

Moreover, the project supports landowner rights by allowing farmers and landowners to use their land for solar energy production. This not only provides them with a steady income and respects their property rights, but also promotes sustainable land use practices. Importantly, the land can be returned to agricultural use in the future.

The Eastern Cottontail Solar Project is an investment in the well-being of Fairfield County and the state of Ohio. I ask the OPSB to approve this critical project.

Thank you for your consideration.

Sincerely,

Cathy Bean dmbcebfeb@gmail.com 9767 Chaucer Ct Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

To the Ohio Power Siting Board,

I am writing to offer my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN).

The economic impact of the Eastern Cottontail Solar Project is profound. In addition to long-term maintenance and operations jobs, the project will create more than 500 construction jobs, providing immediate employment opportunities for local residents. The project will also create more than 270 indirect jobs in related industries such as supply chain management and materials. This multiplier effect will stimulate local businesses and the local economy.

Financially, the project is expected to generate \$1.98 million annually in tax revenue, amounting to approximately \$80 million over its lifetime. These funds will be allocated to essential public services, including schools, police, and fire departments.

The project also upholds landowner rights by allowing farmers and landowners to use their land as they choose to to generate income and keep their land in their families. Furthermore, solar is a good use of land as it allows the soil to rest. The land can then be returned to agricultural use in the future if desired, ensuring that this valuable resource is preserved for future generations.

In summary, the Eastern Cottontail Solar Project is a comprehensive investment in the economic, social, and agricultural well-being of Fairfield County and the state of Ohio.

Sincerely,

Theresa Banks theresdoug@hotmail.com 9928 Alliston Dr Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is set to create over 500 construction jobs and long-term positions, directly benefiting the local economy of Fairfield County. This project would be a boon for our community, providing much-needed employment opportunities and fostering economic growth. Please join me in supporting the project.

In addition to job creation, the project will generate substantial revenue for public services. With \$1.98 million in annual tax revenue, local schools, police, and fire departments will receive critical funding. This ensures that essential services are maintained and improved for the benefit of all residents.

I firmly believe that the Eastern Cottontail Solar Project will have a positive impact on our community. By supporting this initiative, we can secure a brighter, more sustainable future for Fairfield County.

Sincerely,

Betty Lutz <u>lutz.jo@gmail.com</u> 5485 Ireland Rd. NE Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB,

The economic benefits of the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) cannot be overstated. This project will create over 500 construction jobs and additional long-term positions, providing significant employment opportunities for local residents.

Furthermore, the project is projected to generate \$80 million in long-term revenue for essential public services. This includes nearly \$2 million annually for schools, police, and fire departments, ensuring that our community receives the support it needs.

Given these substantial benefits, I wholeheartedly support the Eastern Cottontail Solar Project. It represents a valuable investment in our community's future and aligns with our goals of economic development and sustainability.

Best regards,

Charles Marsh
marshyswamp@yahoo.com
6601 Castlewood Dr
Carroll, OH 43112

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) offers a unique opportunity to generate clean, renewable energy while providing economic benefits to Fairfield County. By creating over 500 construction jobs and numerous long-term positions, the project will help to bolster the local economy and support our community's workforce.

In addition to job creation, the project will contribute nearly \$2 million annually in tax revenue for public services. This funding is essential for maintaining and improving schools, police, and fire departments, ensuring that our community remains strong and resilient.

I am in full support of the Eastern Cottontail Solar Project. This initiative is a crucial step towards a more sustainable and economically stable future for Fairfield County.

Thank you for your consideration,

Jack Sandidge <u>isandidge1@hotmail.com</u> 10600 BUSEY RD NW Canal Winchester, OH 43110

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Hello OPSB,

Generating over 500 construction jobs and long-term positions, the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) promises to significantly impact Fairfield County's economy. The local workforce will greatly benefit from these new employment opportunities, fostering economic growth and stability.

Moreover, the project is expected to generate nearly \$2 million annually in tax revenue for vital public services. This includes funding for schools, police, and fire departments, ensuring that these essential services can continue to operate effectively and serve our community.

In light of these benefits, I strongly support the Eastern Cottontail Solar Project. This initiative is an excellent opportunity to enhance our local economy and promote sustainable energy.

This is the future.

Thank you,

Meig York myogreg75@icloud.com 208 Postage Circle Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe

State Senator Tim Schaffer

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) will significantly benefit Fairfield County by creating over 500 construction jobs and long-term positions. The project will also provide substantial financial support to public services, generating \$1.98 million annually in tax revenue. This funding is crucial for maintaining and enhancing schools, police, and fire departments, ensuring that our community remains well-served and safe.

I ask the OPSB to support the Eastern Cottontail Solar Project. It is a critical investment in our community's future and promotes economic growth.

Sincerely,

Gerard Gerkin gerardgerkin@gmail.com 4555 BICKEL CHURCH RD NW BALTIMORE, OH 43105

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear Ohio Power Siting Board,

By creating more than 500 construction jobs and additional long-term positions, as well as generating long-term, stable revenue, the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) will have a significant and positive impact on Fairfield County's economy.

The project will generate nearly \$2 million annually in tax revenue for public services. This includes crucial funding for schools, police, and fire departments, supporting the essential services that our community relies on.

For these reasons, I support the Eastern Cottontail Solar Project and I ask the Ohio Power Siting Board to approve the project. It represents a valuable investment in our community's economic and environmental future.

Thank you for your consideration,

Laurica Creech
lauricacreech@gmail.com 1262 Raintree Dr
Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) in Fairfield County is poised to generate over 500 construction jobs, more than 250 indirect jobs, and long-term positions. It will generate \$1.98 million annually in tax revenue, which can be allocated to local schools, and other critical local services like police, and fire departments.

The project represents an excellent opportunity for employment, economic growth, and much-needed energy generation.

I firmly believe in the benefits of the Eastern Cottontail Solar Project and strongly support its approval.

Sincerely,

Shannon Parlette basketone@hotmail.com 13212 brandon Circle Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

03/25/2025

To the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) offers a unique opportunity to bolster the economy of Fairfield County while generating clean electricity to help power our energy grid.

By creating over 500 construction jobs and numerous long-term positions, the project will provide significant employment opportunities for local residents and stimulate the local economy. The project is also projected to generate nearly \$2 million annually in tax revenue, amounting to \$80 million over its lifetime. This revenue will be allocated to essential public services, such as schools, police, and fire departments.

In addition to economic benefits, the Eastern Cottontail Solar Project will help preserve farmland. It will allow participating landowners to keep their land in their families for future generations. Moreover, the land used for solar energy can be returned to agricultural use after the project's lifetime.

The project also respects and protects private property rights. Landowners and farmers should be free to utilize their land as they see fit, without government interference – including to help generate clean energy.

I strongly support the Eastern Cottontail Solar Project. It is a valuable investment in Fairfield County and the state of Ohio.

Clean energy is the only way forward, for our children's generations to survive.

Thank you for your consideration.

Sincerely,

Kenneth Wyman munky922@gmail.com 9675 Circle Drive East Pickerington, OH 43147

CC:

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) promises significant benefits for Fairfield County and Ohio.

Economic output from the project will benefit local businesses and stimulate the economy. The \$80 million it will provide to landowners over its lifetime ensures that they have the financial security to preserve their land for future generations. Additionally, the project will create over 500 construction jobs as well as long-term positions.

By reducing carbon emissions, the project will contribute to a cleaner, healthier environment for Ohio residents. The dual-use scenarios incorporated into the project, such as creating habitats for pollinators, further enhance local biodiversity and support agricultural practices.

This project represents a significant step toward a more sustainable and prosperous future for our community and state. I ask the Ohio Power Siting Board to approve this project – it is too important of an opportunity to waste.

Thank you for your consideration,

Benjamin North
bcn52mlt@gmail.com
242 Reber Avenue

Lancaster, OH 43130-1758

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB,

Fairfield County stands at the forefront of economic and environmental progress with the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project presents a unique opportunity to advance our community's prosperity while contributing to Ohio's clean energy goals.

The economic benefits of the Eastern Cottontail Solar Project are substantial. With \$220 million in economic output and \$2 million in annual revenue for schools, police, and other essential services, the project is a major investment in our community's future. It will also create over 500 construction jobs, providing employment for local residents.

The environmental benefits of the project are equally important. By reducing carbon emissions and incorporating dual-use scenarios, the project contributes to a cleaner, healthier environment for Ohio residents. This commitment to sustainability is crucial for ensuring a brighter future for Fairfield County and Ohio.

I am a strong supporter of the Eastern Cottontail Solar Project and urge the Ohio Power Siting Board to approve it. This project represents a significant step toward a more sustainable and prosperous future for our community and state.

Sincerely,

Jewanna Gex-Cox jdc64@att.com 7283 arborlee Drive Reynoldsburg, OH 43068

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a transformative project that will deliver significant benefits for Fairfield County and Ohio. By investing in renewable energy, we are making a positive decision for our community's future prosperity and environmental sustainability.

The project will generate \$220 million in economic output, benefiting local businesses and stimulating our economy. The \$80 million it will provide to landowners over its lifetime ensures that they have the financial security to preserve their land for future generations. Additionally, the project will create over 500 construction jobs and long-term positions, providing stable employment for Ohioans.

Moreover, the project supports landowner rights, allowing them to use their property as they see fit. This respect for individual choice is a cornerstone of Ohio's values and ensures that the project aligns with local interests.

The project's environmental benefits are also significant. By reducing carbon emissions, it contributes to a cleaner, healthier environment. The dual-use scenarios incorporated into the project, such as creating habitats for pollinators, further enhance local biodiversity and support agricultural practices.

I am a firm supporter of the Eastern Cottontail Solar Project and urge you to approve it for the benefit of Fairfield County and the State of Ohio. This project represents a significant step toward a more sustainable and prosperous future for our community and state.

We don't need more regulation from you all telling us what to do with our land. Don't put solar on your property if you don't like it, but don't tell others how they should run their land. Live and let live.

Thank you for your consideration,

Philip MacLean maclean96@hotmail.com 207 W MARKET ST Baltimore, OH 43105

CC:

Dear OPSB.

The economic landscape of Fairfield County and the State of Ohio stands to gain significantly from the implementation of projects like the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). By investing in utility-scale solar, our state will not only supports sustainable practices but will enhance its economic resilience.

This solar project will inject \$220 million in economic output, benefiting both the local and state economies. Additionally, it will provide more than \$80 million to landowners over its lifetime, creating a ripple effect that will touch various sectors in our region. The project's contribution to generating \$2 million in long-term revenue for schools and critical services ensures that Fairfield County can continue to provide high-quality education and essential services to its residents.

The Eastern Cottontail Solar Project will also bolster job creation in Fairfield County. Over 500 construction jobs will be created, as well as additional long-term operations and maintenance jobs. This will provide much-needed employment opportunities for local residents, and will stimulate the local economy.

Supporting this project means investing in the future prosperity of Fairfield County and Ohio as a whole. The Eastern Cottontail Solar Project stands as a testament to our commitment to clean energy, economic growth, and community development.

I support the project and encourage the Ohio Power Siting Board to approve it for the benefit of Fairfield County and the entire state.

Sincerely,

David Bugh
davidbugh@gmail.com
7855 Baltimore Somerset Rd NE
Thornville, OH 43076-8716

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an important development for Fairfield County and Ohio. I am writing to express my strong support for this project, which will bring numerous benefits to our community and environment.

The project will generate substantial revenue for local services. Schools, police, and other critical services will benefit from the \$2 million in long-term revenue that the project will provide. This funding is essential for maintaining and improving the quality of life in Fairfield County.

The project also upholds the principle of private property rights by allowing landowners and farmers to use their land as they choose. In this case, by generating clean energy.

Overall, the Eastern Cottontail Solar Project represents a major investment in the present and future.

Thank you,

Douglas Dils dougdils@yahoo.com 9820 Hiemberger Road NW Baltimore,OH 43105

CC:

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) represents an opportunity for Fairfield County and Ohio. I am writing to express my strong support for this project, which offers a range of benefits to our community and environment.

One of the most significant advantages of the project is its potential to create over 500 construction jobs and long-term employment opportunities for local residents. This will help boost our local economy and provide stable income for many families in our area.

In addition to job creation, the project will generate substantial revenue for local services. Schools, police, and other critical services will benefit from the \$2 million in long-term revenue that the project will provide. This funding is essential for maintaining and improving the quality of life in Fairfield County.

The project also supports landowners by allowing them to decide how best to use their private property. It offers them a steady income and ensures that the land can be preserved for future agricultural use.

This utility-scale solar project is a vital investment in the future of Fairfield County and the State of Ohio as a whole, offering economic, environmental, and social benefits.

Thank you,

Denise Wallace wallacdr@yahoo.com 219 Reber Ave Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB,

I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project presents a significant opportunity for Fairfield County to embrace clean, renewable energy and boost the economy.

The Eastern Cottontail Solar Project will generate clean energy right here in Ohio, reducing our reliance on foreign energy sources and contributing to energy independence. It will be an important step towards a more sustainable and secure energy future for our state.

The project will also bring substantial economic advantages to our community. It will create over 500 construction jobs and numerous long-term positions, providing stable employment opportunities for local residents. Moreover, the project will generate \$220 million in economic output, stimulating local businesses and providing long-term revenue for schools and critical services.

The project also respects landowner rights, allowing farmers and landowners to use their property as they see fit. This respect for individual choice is an essential aspect of the project and ensures that it aligns with the values of our community.

I strongly support the Eastern Cottontail Solar Project and urge you to approve it for the benefit of Fairfield County and Ohio.

Best regards,

Joanie Hines
hinesi04@gmail.com
1845 Lancaster Newark Rd Ne
Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

OPSB,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an exciting development for Fairfield County and Ohio. I strongly support this project because of the many ways it will benefit our community and the environment.

This project will create over 500 construction jobs, providing much-needed employment opportunities for local residents. It will also generate \$80 million in payments to landowners over the project's life, offering them a stable income and ensuring that their land can be preserved for future agricultural use if desired.

Environmentally, the Eastern Cottontail Solar Project is a significant step forward. It will reduce carbon emissions and incorporate dual-use scenarios, such as creating habitats for pollinators, which will enhance local biodiversity and support agricultural practices.

Moreover, the project will generate \$220 million in economic output, stimulating our local economy and providing long-term revenue for critical services such as schools and police. This funding is essential for maintaining and improving the quality of life in Fairfield County.

Overall, the Eastern Cottontail Solar Project offers a range of benefits that will positively impact our community and environment. I ask you to approve this project.

Thank you,

Sharon Will sharonslusserwill@icloud.com 8401 NIGHTHAWK LN Canal Winchester, OH 43110

CC:

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a crucial utility-scale solar development for Fairfield County and Ohio. I am writing to express my strong support for this project, which will bring numerous benefits to our community and environment.

One of the most significant advantages of the project is its potential to create over 500 construction jobs and long-term employment opportunities for local residents. This will help boost our local economy and provide stable income for many families in our area.

In addition to job creation, the project will generate substantial revenue for local services. Schools, police, and other critical services will benefit from the \$2 million in long-term revenue that the project will provide.

The project also supports landowners by allowing them to decide how best to use their private property. It offers them a steady income and ensures that the land can be preserved for future agricultural use, which is vital for our community's agricultural heritage.

The Eastern Cottontail Solar Project is a vital investment in our community's future, offering economic, environmental, and social benefits – and I strongly urge its approval.

Sincerely,

Benjamin Cirker bcirker@gmail.com 963 Norway Dr Columbus, OH 43221

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

I support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project represents a significant step forward in promoting energy independence and sustainability in Ohio.

The project will generate clean, renewable energy right here in Ohio, reducing our dependence on foreign energy sources and lowering electricity costs for local residents. This project is an essential part of ensuring our energy security and promoting a more sustainable future for our state.

The project will also have a positive impact on our local economy. It will create over 500 construction jobs and long-term positions, providing employment opportunities for Ohioans. Furthermore, the project will generate \$2 million in long-term revenue for schools and other critical services, helping to improve the quality of life in our community.

The project also respects the rights of landowners, allowing them to use their land as they see fit. This respect for individual choice is a crucial aspect of the project and ensures that it aligns with the values of our community.

I urge you to approve the project for the benefit of Fairfield County and Ohio.

Sincerely,

Yoely Perez pyoely@gmail.com 9703 Echoview Ct Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB,

I am writing to voice my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This initiative presents an excellent opportunity for our community to benefit from clean, renewable energy while also supporting local economic growth.

The environmental benefits of this project are significant. By reducing carbon emissions, the Eastern Cottontail Solar Project will contribute to a cleaner, healthier environment. Additionally, the project will create habitats for pollinators, which will enhance local biodiversity.

Furthermore, the project will bring substantial economic benefits to Fairfield County. The \$220 million in economic output it is expected to generate will help stimulate local businesses and provide long-term revenue for schools and critical services. This is a vital investment in our community's future.

I also appreciate the project's respect for landowner rights, allowing farmers and landowners to utilize their property as they see fit. This respect for individual choice is an essential aspect of our community's values and ensures that the project aligns with local interests.

Thank you for considering my support for the Eastern Cottontail Solar Project. I believe it is a crucial step towards a sustainable and prosperous future for Fairfield County and Ohio.

Best regards,

David Bugh davidbugh@gmail.com 7855 Baltimore Somerset Rd Thronville, OH 43076

CC:

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is a fantastic opportunity for Fairfield County, offering a range of benefits that will improve our community in multiple ways.

One of the significant advantages of the project is job creation. The Eastern Cottontail Solar Project will provide over 500 construction jobs and numerous long-term positions for local residents. This will help boost our local economy and provide stable employment opportunities for many in our area.

In addition to job creation, the project will generate substantial revenue for local services. Schools, police, and other critical services will benefit from the \$2 million in long-term revenue that the project will provide. This funding is crucial for maintaining and improving the quality of life in Fairfield County.

Moreover, the project supports landowners by allowing them to decide how best to use their private property. It offers them a steady income and ensures that the land can be preserved for future agricultural use, which is vital for our community's agricultural heritage.

In conclusion, the Eastern Cottontail Solar Project will have a positive impact on our community by creating jobs, generating revenue, and supporting local landowners. I strongly urge you to approve this project for the benefit of Fairfield County and the state of Ohio.

Sincerely,

Dorothy Hughes <u>dorothylockharthughes@gmail.com</u> 1343 Roley Rd NW Baltimore, OH 43105

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear Ohio Power Siting Board,

I would like to advocate for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN), as it presents a valuable opportunity for our community to benefit from clean energy and economic growth.

The project will generate significant revenue for local services, including \$2 million for schools, police, and other essential services in Fairfield County.

Moreover, the project will create over 500 construction jobs as well as long-term positions, providing valuable employment opportunities for local residents. The \$80 million in payments to landowners over the life of the project will also provide a significant economic boost to our area.

Additionally, the Eastern Cottontail Solar Project supports environmental sustainability by reducing carbon emissions and creating new habitats for pollinators.

The Eastern Cottontail Solar Project offers numerous economic, environmental, and social benefits. I strongly support this project and urge its approval.

Best regards,

Dave Gellert
mapaliz@yahoo.com
913 Carron Circle
Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

059

Dear OPSB,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is crucial for Fairfield County and the State of Ohio, and I would like to voice my support.

One of the key benefits of this project is the creation of over 500 construction jobs, along with long-term positions. These jobs will provide valuable employment opportunities for local residents, boosting our local economy.

Additionally, the project will generate significant revenue for local services, including schools and police departments, ensuring that our community can continue to provide essential services to its residents. The \$80 million in payments from the company directly to landowners over the life of the project will also provide a significant economic boost to our area.

Moreover, the project supports the preservation of farmland and our agricultural heritage. It offers farmers a steady income, allowing them to maintain their land for future generations. The land used for solar can be returned to agricultural use with higher soil quality, making it a beneficial placeholder for future farming.

I strongly support this project and urge its approval.

Sincerely,

Edward Bundock
eabundock@gmail.com
7972 Moline Dr. Po Box 355
Thurston, OH 43157

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

I would like to voice my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project presents a unique opportunity for our community to enhance its economic stability and environmental sustainability.

The project will generate approximately \$220 million in economic output, benefiting both local businesses and the wider Ohio economy. Additionally, it will provide substantial long-term revenue to local services, ensuring that schools, police, and other critical services can thrive.

Furthermore, the Eastern Cottontail Solar Project aligns with our environmental goals by reducing carbon emissions and promoting energy independence. By generating clean, American energy right here in Ohio, we can reduce our reliance on foreign energy sources and lower electricity costs for residents.

This project also respects the rights of landowners, allowing them to decide how best to use their private property. Farmers and landowners can benefit financially while contributing to the state's clean energy goals.

Thank you for considering my support for this vital project.

Best regards,

Lisa Knouff
|knouff@gmail.com
| 1281 BLOOMWOOD DR NW Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear Ohio Power Siting Board,

As Fairfield County and the State of Ohio continue to grow from a business and population standpoint, so does the need for sustainable infrastructure projects. The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) offers a valuable solution to meet our energy needs while promoting economic growth.

This project will help address Fairfield County's Comprehensive Plan, which forecasts accommodating up to 56,000 new residents by 2050. By providing a reliable source of renewable energy, the Eastern Cottontail Solar Project will ensure that our community can meet future energy demands while minimizing environmental impacts.

In addition to addressing population growth, this project will promote energy independence for Ohio. By generating clean, home-grown energy, the project will reduce our dependence on foreign energy sources and contribute to a more stable energy future for our state. This shift toward renewable energy is crucial as coal generation is decommissioned at a faster rate than newer forms of energy are being commissioned.

The Eastern Cottontail Solar Project also supports local landowners by providing them with a steady income stream and the freedom to utilize their land as they see fit. This financial security will enable landowners to preserve their land for future generations.

I wholeheartedly support the Eastern Cottontail Solar Project and urge the Ohio Power Siting Board to approve it. This project is essential for addressing Fairfield County's growth and advancing Ohio's energy independence.

If we're gonna go green, let's get it done and make it work for everyone. Sounds like that will be the plan.

Sincerely,

Steven Scott steven965@yahoo.com 2870 Meadowbrook Dr. NE Lancaster, OH 43130-8748

CC:

I am writing in strong support of the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar project promises substantial economic benefits to our community and our state, particularly in terms of job creation and local revenue generation.

If approved, the project will create over 500 construction jobs and long-term positions for operations and maintenance. These jobs will predominantly be filled by local residents, providing much-needed employment opportunities in our area.

Moreover, the Eastern Cottontail Solar Project will generate about \$2 million in revenue each year for critical local services, including schools and law enforcement in Fairfield County. This financial boost will help maintain and improve quality of life.

Additionally, the project supports our agricultural heritage by providing farmers with a secure and steady income. This will enable them to keep their land within their families for future generations, preserving our community's farming tradition.

In conclusion, the Eastern Cottontail Solar Project will bring significant economic and social benefits to Fairfield County and the state of Ohio. I fully support this project and encourage its approval.

Sincerely,

David Davis ddavis3838@gmail.com 334 King Street Lancaster, OH 43130

CC:

I am writing to express my enthusiastic support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project represents a significant opportunity for our community to embrace renewable energy and make a positive impact on our environment. By harnessing the power of the sun, we can reduce greenhouse gas emissions and create a more sustainable future. I strongly urge the Ohio Power Siting Board to approve this project and pave the way for a greener Ohio.

Regards,

Cayla Sego <u>cayla sego22@yahoo.com</u> 1630 Williamsburg Ln E Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

I am writing to voice my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project presents a unique opportunity to create local jobs and boost our economy while promoting clean energy. By investing in solar power, we can reduce our reliance on fossil fuels and combat climate change. I urge you to consider the long-term benefits of this project and approve its development.

Thank you for your time and consideration.

Best regards,

Libby Anda egmanda71@gmail.com Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB,

I am writing to express my full support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is a crucial step towards a cleaner and more sustainable future for our community and the entire state of Ohio. By harnessing the power of the sun, we can reduce our carbon footprint and create a greener environment for generations to come. I urge you to approve this project and make a positive impact on our energy landscape.

It's something positive for our community.

Sincerely,
Eric Alexander
livewire e and d@yahoo.com
1744 Fern Trail Dr.
Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) and to urge the Ohio Power Siting Board to approve this important initiative. This utility-scale solar facility has the potential to bring numerous benefits to our local community and the state of Ohio as a whole.

First and foremost, the Eastern Cottontail Solar Project will create local jobs, providing employment opportunities for our residents and stimulating economic growth. With the increasing demand for renewable energy sources, this project will not only contribute to a cleaner environment but also foster the growth of a skilled workforce in the solar industry. By investing in this project, we can ensure a brighter future for our community and create sustainable employment opportunities for our citizens.

Furthermore, it is crucial to emphasize the importance of protecting landowner rights. The Eastern Cottontail Solar Project will be developed in a manner that respects the rights of landowners and ensures fair compensation for their involvement. This project offers an opportunity for landowners to diversify their income streams and make productive use of their land while preserving its long-term value. It is essential that we support projects like this, which prioritize the rights and interests of our local landowners.

In addition to the economic benefits, the Eastern Cottontail Solar Project will generate substantial revenue for our community. By harnessing the power of the sun, we can reduce our dependence on fossil fuels and create a sustainable source of energy. This not only helps to mitigate the effects of climate change but also provides a reliable and cost-effective energy solution for our region. The revenue generated from this project can be reinvested in our community, supporting vital services such as schools, infrastructure, and public safety.

Lastly, the Eastern Cottontail Solar Project plays a crucial role in preserving our farmland and agricultural heritage. By siting the solar facility on agricultural land, we can ensure that our valuable farmland remains intact. This project allows us to strike a balance between our energy needs and the preservation of our agricultural resources. It is essential that we take proactive steps to protect our farmland and maintain the agricultural character that defines our community.

In conclusion, I strongly urge the Ohio Power Siting Board to approve the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project represents a tremendous opportunity to create local jobs, protect landowner rights, generate revenue, and preserve our farmland and agricultural heritage. By supporting this initiative, we can lead the way in renewable energy development and secure a sustainable future for our community and the state of Ohio.

Thank you for your attention to this matter.

Sincerely,

AnnetteShort ashort@capital.edu 3389 Bayspirit Dr Reynoldsburg, OH 43068

CC:

Dear OPSB.

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility has the potential to bring numerous benefits to our community and represents a significant step towards a cleaner and more sustainable future.

First and foremost, I believe that the Eastern Cottontail Solar Project is crucial for creating local jobs. In these challenging times, job creation is of utmost importance, and this solar facility can provide employment opportunities for our community members. From the initial construction phase to the ongoing operation and maintenance, the project will stimulate our local economy and contribute to the growth of a skilled workforce in the renewable energy sector.

Furthermore, protecting landowner rights is a fundamental principle for me, and the Eastern Cottontail Solar Project aligns perfectly with this value. By utilizing non-productive or underutilized lands, the project minimizes the impact on agricultural and residential properties. This approach ensures that landowners can continue to enjoy their rights while embracing clean and sustainable energy alternatives.

Moreover, the Eastern Cottontail Solar Project offers a significant opportunity to generate revenue for our community and this solar facility can contribute to funding essential public services, infrastructure development, and educational programs. The additional revenue generated will undoubtedly benefit our community as a whole, helping us thrive and grow.

In conclusion, I ask the Ohio Power Siting Board to grant approval for the Eastern Cottontail Solar Project. This initiative will create local jobs, protect landowner rights, and generate revenue for our community. It is a vital step towards a sustainable future while preserving our natural resources and promoting renewable energy sources. Thank you for considering my support for this project.

We're wasting such a remarkable resource in our sun!

Sincerely,

John Summers

msummers43130@att.net

438 Canterbury Ct

Lancaster Fairfield OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB,

I am writing to express my enthusiastic support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project represents a significant opportunity for our community to embrace renewable energy and reduce our carbon footprint. By harnessing the power of the sun, we can transition towards a cleaner and more sustainable energy source, mitigating the adverse effects of climate change. I strongly urge the Ohio Power Siting Board to approve this project and pave the way for a greener Ohio.

In addition to its environmental benefits, the Eastern Cottontail Solar Project will create local jobs and contribute to our economy. The development and operation of this solar facility will require a skilled workforce, providing employment opportunities for our residents and stimulating economic growth. By investing in renewable energy projects like this, we can create a sustainable and resilient economy that benefits our community and future generations.

Furthermore, the Eastern Cottontail Solar Project ensures the preservation of our valuable farmland and agricultural heritage. This project strikes a delicate balance between our energy needs and the protection of our agricultural resources. By supporting this project, we can demonstrate our commitment to both clean energy and the preservation of our agricultural lands, fostering a sustainable future for our community.

I kindly request the Ohio Power Siting Board to carefully consider the numerous benefits of the Eastern Cottontail Solar Project and grant an approval. This project represents a significant opportunity to create jobs, promote clean energy, and preserve our agricultural heritage. Let us capitalize on this opportunity to lead the way in renewable energy development and create a brighter future for Ohio.

Thank you for your attention to this matter.

Sincerely,

Natalie Acquista <u>nacquista@gmail.com</u> 800 Delong Street Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

I am writing to express my enthusiastic support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility has the potential to revolutionize our energy landscape and significantly reduce our carbon footprint. By harnessing the sun, we can transition towards a cleaner and more sustainable energy source, mitigating the adverse effects of climate change. I strongly urge the Ohio Power Siting Board to approve this project and demonstrate our commitment to a greener future.

In addition to its environmental benefits, the Eastern Cottontail Solar Project will create local jobs and contribute to our economy. The development and operation of this solar facility will require a skilled workforce, providing employment opportunities for our residents and stimulating economic growth. By investing in renewable energy projects like this, we can create a sustainable and resilient economy that benefits our community and future generations.

Furthermore, the Eastern Cottontail Solar Project strikes a delicate balance between our energy needs and the protection of our agricultural resources. By supporting this project, we can demonstrate our commitment to both clean energy and the preservation of our agricultural lands, fostering a sustainable future for our community.

I kindly request the Ohio Power Siting Board to carefully consider the numerous benefits of the Eastern Cottontail Solar Project and grant it the necessary approvals. This project represents a significant opportunity to create jobs, promote clean energy, and preserve our agricultural heritage. Let us seize this opportunity to lead the way in renewable energy development and create a brighter future for Ohio.

Thank you for your consideration.

Diana Williams dwilli1398@aol.com 12496 West Bank Dr. Millersport, OH 43046

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB.

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project holds immense potential to create local jobs and stimulate economic growth in our community. With the increasing demand for renewable energy, the development of this utility-scale solar facility will not only provide employment opportunities but also attract new businesses and investments to our region. By supporting the Eastern Cottontail Solar Project, we can foster sustainable economic development and build a prosperous future for our community.

Furthermore, I believe it is crucial to protect the rights of our landowners while promoting renewable energy initiatives. The Eastern Cottontail Solar Project has been designed to respect the rights of landowners and ensure fair compensation for their involvement. It offers an opportunity for landowners to diversify their income and make productive use of their land without compromising its long-term value. By approving this project, the Ohio Power Siting Board can demonstrate its commitment to supporting landowners and preserving their rights in the transition towards clean energy.

Lastly, the Eastern Cottontail Solar Project presents a unique opportunity to generate revenue that can be invested back into our community. By harnessing the power of the sun, we can reduce our reliance on traditional energy sources and create a sustainable source of revenue. The funds generated from this project can be allocated towards improving our infrastructure, supporting local schools, and enhancing public services. Approving this project will not only benefit our environment but also provide much-needed financial resources to address the needs of our community.

I sincerely urge the Ohio Power Siting Board to approve the Eastern Cottontail Solar Project. This project has the potential to create local jobs, protect landowner rights, generate revenue, and contribute to the preservation of our agricultural heritage. By supporting this initiative, we can embrace a cleaner and more sustainable future for our community and the state of Ohio.

Thank you for your attention to this matter.

Sincerely, Aaron Powell apowell72689@gmail.com 11560 Walnut Hill Dr NW Baltimore, OH 43105

CC:

OPSB,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is an important step towards achieving energy independence and reducing our reliance on non-renewable resources. By embracing solar power, we can create a sustainable energy future for our community and protect our environment. I kindly request you to consider the long-term benefits of this project and grant it the necessary approvals.

Thank you for your time and consideration.

Best regards, Morsan Bambu morsanferra@yahoo.com 400 W Columbus St Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB.

I am writing to express my unwavering support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project not only offers a clean and renewable energy solution but also provides an opportunity to create jobs and stimulate economic growth in our community. By embracing solar power, we can reduce our carbon footprint and contribute to a more sustainable future. I urge you to consider the numerous benefits this project brings and grant it the necessary approvals.

Thank you for your attention to this matter.

Sincerely,
Darre Moyer
moyerdf@live.com
515 frank Dr
Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB,

I am writing to express my unwavering support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project not only offers a clean and renewable energy solution but also provides an opportunity to create jobs and stimulate economic growth in our community. By investing in solar power, we can reduce our carbon footprint and contribute to a more sustainable future. I urge you to consider the long-term benefits of this project and approve its development.

In addition to its environmental and economic advantages, the Eastern Cottontail Solar Project plays a crucial role in preserving our farmland and agricultural heritage, and ensures that our valuable farmland remains intact. This project allows us to strike a balance between our energy needs and the preservation of our agricultural resources. It is essential that we take proactive steps to protect our farmland and maintain the agricultural character that defines our community.

I kindly request the Ohio Power Siting Board to carefully review the Eastern Cottontail Solar Project and its potential to create a sustainable future for our community. By supporting this project, we can demonstrate our commitment to clean energy, economic growth, and the preservation of our agricultural heritage. Thank you for your consideration.

Best regards,

Lisa Jones lisadjones528@yahoo.com 959 Alanwick Dr Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

To the Ohio Power Siting Board,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility has the potential to bring numerous benefits to our local community and the state of Ohio as a whole. Firstly, the project will create local jobs, providing employment opportunities for our residents and stimulating economic growth. With the increasing demand for renewable energy sources, this project will not only contribute to a cleaner environment but also foster the growth of a skilled workforce in the solar industry. By investing in this project, we can ensure a brighter future for our community and create sustainable employment opportunities for our citizens.

Furthermore, the Eastern Cottontail Solar Project is designed to protect the rights of landowners and ensure fair compensation for their involvement. This project offers an opportunity for landowners to diversify their income streams and make productive use of their land while preserving its long-term value. It is essential that we support projects like this, which prioritize the rights and interests of our local landowners. By approving the Eastern Cottontail Solar Project, the Ohio Power Siting Board can demonstrate its commitment to supporting landowners and fostering a positive relationship between renewable energy development and private property rights.

I urge the Ohio Power Siting Board to carefully consider the numerous benefits of the Eastern Cottontail Solar Project and grant it the necessary approvals. This project represents a significant opportunity to create local jobs, protect landowner rights, and contribute to a sustainable future for our community and the state of Ohio. Thank you for your attention to this matter.

Sincerely,

Mike Emswiler bobastard1@gmail.com 375 Field Harvest Ave Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

To the Members of the Ohio Power Siting Board,

I am writing to express my full support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project represents a remarkable opportunity for our community to embrace renewable energy and reduce our reliance on fossil fuels. By investing in solar power, we can create a more sustainable future for our children and lessen our impact on the environment. I urge you to consider the long-term benefits of this project and grant it the necessary approvals.

The Eastern Cottontail Solar Project not only offers environmental advantages but also contributes to the economic growth of our community. The development and operation of this solar facility will create local jobs and stimulate our local economy. By investing in renewable energy projects, we can attract new businesses, foster innovation, and position our community as a leader in the clean energy sector. Approving this project will not only benefit our environment but also provide economic opportunities for our residents.

I kindly request the Ohio Power Siting Board to carefully review the Eastern Cottontail Solar Project and its potential to create a sustainable future for our community. By supporting this project, we can demonstrate our commitment to clean energy, economic growth, and environmental stewardship. Thank you for your consideration.

Solar energy is clean, safe and renewable. Solar panels can be removed easily allowing property owners additional options to maintain their land. Solar energy is much better for our lives and future generations than continuing to use fossil fuels or expanding nuclear power.

Best regards,

Tracy Freeman spartangal@hotmail.com 13250 Sheffield Dr. Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB.

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility holds immense promise for our community and the state of Ohio, and I believe it is a step in the right direction towards a sustainable future.

The Eastern Cottontail Solar Project has the potential to generate significant revenue for our community. This revenue can be utilized to fund essential public services, improve infrastructure, and support local schools. By embracing renewable energy, we can create a more prosperous future for our community while reducing our carbon footprint.

Furthermore, this project plays a crucial role in preserving our farmland and agricultural heritage. By utilizing underutilized land for solar energy production, we can minimize the impact on prime agricultural land, ensuring that our farming traditions and the beauty of our rural landscapes remain intact for future generations.

In conclusion, I wholeheartedly support the Eastern Cottontail Solar Project and urge the Ohio Power Siting Board to approve this vital initiative. Its potential to generate revenue and preserve our farmland and agricultural heritage makes it a significant step towards a sustainable and prosperous future for our community and the state of Ohio.

Thank you for considering my input.

Sincerely,

Jonathan Robb <u>robbj86@gmail.com</u> 1321 East Mulberry St. Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Members of the Ohio Power Siting Board,

I am writing to express my enthusiastic support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility presents a remarkable opportunity for our community and the state of Ohio, and I believe it deserves your strong consideration.

One of the key benefits of the Eastern Cottontail Solar Project is the creation of local jobs. With the construction and operation of this solar facility, we can expect a surge in employment opportunities for our residents. These jobs will not only provide a stable source of income, but they will also contribute to the growth and sustainability of our local economy.

Additionally, this project demonstrates a commitment to protecting landowner rights. By offering landowners the opportunity to lease their land for solar energy production, we empower individuals to make informed decisions about their property while contributing to the greater good of clean energy generation. This approach ensures that landowners have a say in the project and can benefit from it financially.

In conclusion, I urge the Ohio Power Siting Board to support the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project's potential to create local jobs and protect landowner rights makes it a valuable asset for our community and the state of Ohio. Thank you for considering my input.

Solar can coexist with farming; look at the newer techniques with elevated grids.

Sincerely,

Peter Myer <u>5percentcopy@gmail.com</u> 11062 Honey Creek Rd Thornville, OH 43076

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB.

I am writing to express my unwavering support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility holds immense potential to benefit our community and the state of Ohio.

The Eastern Cottontail Solar Project creates local jobs, protects landowner rights, generates revenue, and preserves our farmland and agricultural heritage. By embracing this project, we can foster economic growth, ensure sustainable energy production, and preserve the beauty of our rural landscapes.

I urge the Ohio Power Siting Board to approve this crucial initiative, as it aligns with our collective goal of a greener, more prosperous future for Ohio. The Eastern Cottontail Solar Project has the power to make a significant positive impact on our community and the environment.

Thank you for your attention to this matter.

Sincerely,

Jaiymes Kiggins jaiymie1@gmail.com 6385 Wilson Rd NW Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

To whom it may concern,

I am writing to express my wholehearted support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility presents a remarkable opportunity for our community and the state of Ohio.

The Eastern Cottontail Solar Project not only creates local jobs but also helps protect landowner rights. By offering landowners the chance to lease their land for solar energy production, we empower individuals to make informed decisions about their property while contributing to the greater good of sustainable energy generation.

Moreover, this project generates revenue that can be utilized to enhance public services, improve infrastructure, and support local schools. It is a win-win situation that benefits our community while preserving our farmland and agricultural heritage.

I kindly request the Ohio Power Siting Board's approval of the Eastern Cottontail Solar Project. Its potential to create jobs, protect landowner rights, generate revenue, and preserve our agricultural heritage makes it a valuable asset for Ohio's sustainable future.

Thank you for your consideration.

Sincerely,

Darlene Hamilton <u>darleneham41@gmail.com</u> 418 W Wheeling St Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB,

I am writing to voice my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility has the potential to bring significant benefits to our community and the state of Ohio.

By creating local jobs, protecting landowner rights, generating revenue, and preserving our farmland and agricultural heritage, the Eastern Cottontail Solar Project offers a sustainable solution to our energy needs while supporting our local economy.

I kindly request the Ohio Power Siting Board's approval of this essential initiative, as it aligns with our collective goal of a greener, more prosperous future for Ohio.

Thank you for your attention to this matter.

Sincerely,

Bruce Hajost <u>brucehajost@yahoo.com</u> 1710 North Columbus St. Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Members of the Ohio Power Siting Board,

I am writing this letter to express my unwavering support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This innovative endeavor holds the promise of transforming our community and the state of Ohio. One of the most compelling aspects of this utility-scale solar facility is its ability to generate revenue. By harnessing the sun, the Eastern Cottontail Solar Project has the potential to generate substantial income for our community and contribute to the economic growth of our state. This revenue can be utilized to fund crucial services, support local businesses, and enhance the overall quality of life for our residents.

Furthermore, the Eastern Cottontail Solar Project plays a pivotal role in preserving our farmland and agricultural heritage. As urbanization continues to encroach upon our fertile lands, it is imperative that we take proactive steps to protect our agricultural resources. By utilizing farmland for solar energy production, we can ensure the preservation of it while simultaneously embracing clean and sustainable energy sources. This harmonious coexistence between agriculture and renewable energy is essential in maintaining our unique cultural identity and securing a prosperous future for generations to come.

I urge the Ohio Power Siting Board to stand in support of the Eastern Cottontail Solar Project. Its potential to generate revenue and preserve our farmland and agricultural heritage is invaluable. By embracing this project, we can demonstrate our commitment to sustainable development and pave the way for a greener and more prosperous Ohio.

Respectfully,

Jim Clarkson jclarkson@myfrontiermail.com 2500 Pumpkinvine Rd Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

To whom it may concern,

I am writing to express my enthusiastic support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This groundbreaking initiative holds immense potential for our community and the state of Ohio. One of the key benefits of this utility-scale solar facility is its ability to create local jobs.

In a time where unemployment rates are soaring, the Eastern Cottontail Solar Project offers a glimmer of hope by providing employment opportunities for our residents. These jobs will not only contribute to the economic growth of our region but also foster a sense of pride and purpose among our workforce.

Moreover, the project ensures the protection of landowner rights. It is crucial that we strike a balance between progress and respecting the rights of those who own the land. The Eastern Cottontail Solar Project achieves this delicate equilibrium by offering fair compensation to landowners. By engaging in a mutually beneficial partnership, we can harness the power of solar energy while safeguarding the rights and interests of our landowners.

I implore the Ohio Power Siting Board to recognize the immense value of the Eastern Cottontail Solar Project. Its potential to create local jobs and protect landowner rights is unparalleled. By supporting this project, we can pave the way for a brighter, cleaner, and more prosperous future for our community and the entire state of Ohio.

Sincerely,

Kyle Rawson greenengineer12@gmail.com 13007 Oakmere Drive Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN), as it presents numerous benefits to our community and the state of Ohio. This utility-scale solar facility has the potential to create a significant number of local jobs, which is particularly crucial during these challenging economic times. By providing employment opportunities, the project will not only stimulate our local economy but also contribute to the overall well-being of our residents.

Furthermore, the Eastern Cottontail Solar Project respects and protects landowner rights. It offers fair compensation to landowners, ensuring that their property rights are upheld while promoting the development of clean and sustainable energy sources. This partnership between landowners and the project developers fosters a positive relationship, benefiting both parties involved.

In addition to job creation and landowner rights, the Eastern Cottontail Solar Project has the potential to generate substantial revenue for our community and the state. This revenue can be utilized to support essential services, such as education, healthcare, and infrastructure development. By investing in renewable energy, we not only secure a cleaner and greener future but also ensure the financial stability and growth of our region.

Lastly, the project plays a vital role in preserving our farmland and agricultural heritage, as we can protect our valuable farmland from potential urban sprawl. This allows us to maintain our agricultural traditions and ensures that future generations can continue to enjoy the benefits of our rich farming heritage.

Thank you.

Sincerely,

Thaddeus Dye <u>t_dye8@yahoo.com</u> 616 Herrogate Square Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

To the Members of the Ohio Power Siting Board,

I am writing to express my full support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility presents a tremendous opportunity to address our energy needs while minimizing our impact on the environment. By harnessing the power of the sun, we can reduce greenhouse gas emissions and contribute to a cleaner, healthier future for our community and the state of Ohio. I strongly urge the Ohio Power Siting Board to approve this project and demonstrate our commitment to sustainable energy solutions.

In addition to its environmental benefits, the Eastern Cottontail Solar Project will generate significant revenue for our community. By investing in renewable energy sources like solar power, we can create a sustainable source of income that can be reinvested in our community. The revenue generated from this project can be used to improve our infrastructure, support local businesses, and enhance public services. By approving this project, the Ohio Power Siting Board can contribute to the economic growth and prosperity of our community while advancing our clean energy goals.

I kindly request the Ohio Power Siting Board to carefully review the Eastern Cottontail Solar Project and its potential to create a sustainable future for our community. By supporting this project, we can demonstrate our commitment to clean energy, economic growth, and environmental stewardship.

Thank you for your consideration.

Property rights. Their land their choice.

Best regards,

Hayden Kandel haydenkandel@yahoo.com 7860 Lancaster Thornville Rd NE Pleasantville, OH 43148

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear Ohio Power Siting Board,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project represents a crucial step towards a cleaner and more sustainable future for our community and the entire state of Ohio. By harnessing the power of solar energy, we can significantly reduce our reliance on fossil fuels and combat climate change. The Eastern Cottontail Solar Project offers a unique opportunity to transition towards renewable energy sources and make a positive impact on our environment. I urge you to approve this project and demonstrate our commitment to a greener Ohio.

Furthermore, the Eastern Cottontail Solar Project holds significant economic benefits for our community. The development and operation of this utility-scale solar facility will create local jobs, providing employment opportunities for our residents. This project will stimulate economic growth, attract investments, and foster the growth of a skilled workforce in the renewable energy sector. By investing in clean energy projects like this, we can diversify our economy, improve our energy security, and position Ohio as a leader in the renewable energy industry. I kindly request the Ohio Power Siting Board to consider the long-term economic benefits of the Eastern Cottontail Solar Project and grant it the necessary approvals.

Thank you for your attention to this matter.

Sincerely.

Brian Varn <u>bcvarn@gmail.com</u> 11613 Daventry Dr. NE Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear Members of the Ohio Power Siting Board,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility presents a tremendous opportunity for our community and the state of Ohio.

First and foremost, the project will create local jobs, providing a much-needed boost to our economy. With the installation and maintenance of the solar panels, we can expect a surge in employment opportunities for our skilled workforce. This not only means job security for our residents but also the chance to attract new talent to our area, fostering growth and prosperity.

Furthermore, I firmly believe in protecting landowner rights. The Eastern Cottontail Solar Project ensures that landowners have a say in the use of their property, while also providing them with a reliable source of income. By offering long-term leases, the project guarantees fair compensation for landowners, empowering them to make informed decisions about their land and its future.

In addition to these benefits, the project will generate significant revenue for our community. The Eastern Cottontail Solar Project will contribute to our tax base, allowing us to invest in vital services such as education, healthcare, and infrastructure. This revenue stream will help strengthen our local economy, ensuring a brighter future for all residents.

Lastly, I commend the project for its commitment to preserving farmland and our agricultural heritage. By siting the solar facility on farmland, we can strike a balance between renewable energy development and the preservation of our valuable farming resources. This approach allows us to embrace clean energy while maintaining the character and integrity of our rural landscapes.

In conclusion, the Eastern Cottontail Solar Project represents an incredible opportunity for our community. It will create local jobs, protect landowner rights, generate revenue, and preserve our farmland and agricultural heritage. I urge the Ohio Power Siting Board to support this project and help us pave the way towards a sustainable and prosperous future.

We need green energy. Climate change is real.

Sincerely,

Annette Kirby Black annettekirbyblack@gmail.com 10995 Marcy Rd Canal Winchester, OH 43110

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

To the Ohio Power Siting Board,

I am writing to express my enthusiastic support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility offers tremendous benefits to our community and the state of Ohio.

The Eastern Cottontail Solar Project has the potential to create local jobs, stimulate economic growth, and provide a sustainable energy source for our region. By investing in renewable energy, we can reduce our carbon footprint and contribute to a cleaner environment.

Furthermore, this project demonstrates a commitment to protecting landowner rights. By offering landowners the opportunity to lease their land for solar energy production, the Eastern Cottontail Solar Project empowers individuals to make informed decisions about their property while contributing to the greater good of sustainable energy generation.

In addition to job creation and landowner rights, the Eastern Cottontail Solar Project has the potential to generate significant revenue for our community. This revenue can be utilized to fund essential public services, improve infrastructure, and support local initiatives, ultimately enhancing the overall well-being of our residents.

In conclusion, I urge the Ohio Power Siting Board to support the Eastern Cottontail Solar Project. Its potential to create local jobs, protect landowner rights, and generate revenue makes it a valuable asset for our community and the state of Ohio. Thank you for considering my input.

Sincerely,

Patricia Grove patriciagrove4@gmail.com 3130 Old Columbus Rd NW Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

To the Members of the Ohio Power Siting Board,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility holds tremendous potential to address critical issues while embracing the benefits of renewable energy.

The Eastern Cottontail Solar Project is a significant opportunity to create local jobs. With its construction and operation, we can expect a surge in employment opportunities for our community. This will not only provide a boost to our local economy but also offer stable income sources for families in our region.

Furthermore, it is crucial to protect landowner rights, and this project does just that. By offering landowners the opportunity to lease their land for solar energy production, the Eastern Cottontail Solar Project empowers individuals to make informed decisions about their property while contributing to the greater good of sustainable energy generation.

In addition to job creation and landowner rights, the Eastern Cottontail Solar Project has the potential to generate significant revenue for our community. This revenue can be utilized to fund essential public services, improve infrastructure, and support local schools, ultimately enhancing the quality of life for all residents.

Lastly, by utilizing farmland for solar energy production, the Eastern Cottontail Solar Project contributes to preserving our farmland and agricultural heritage. This ensures that our farming traditions and the beauty of our rural landscapes remain intact for future generations.

In conclusion, I strongly support the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) and urge the Ohio Power Siting Board to approve this vital initiative. The project's potential to create local jobs, protect landowner rights, generate revenue, and preserve our farmland makes it a crucial step towards a sustainable and prosperous future for our community.

Thank you for considering my input.

Sincerely,

Charles Schorr thefaja@att.net 7610 Main Street Rushville, OH 43150

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB,

I am writing to express my unwavering support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility holds immense promise for our community and the state of Ohio, and I believe it is a crucial step towards a sustainable future.

The Eastern Cottontail Solar Project plays a vital role in creating local jobs. With the construction and operation of this solar facility, we can expect a surge in employment opportunities for our residents. These jobs will not only provide economic stability but also contribute to the growth and development of our community.

Moreover, this project demonstrates a commitment to protecting landowner rights. By offering landowners the opportunity to lease their land for solar energy production, we empower individuals to make informed decisions about their property while contributing to the greater good of renewable energy generation. This approach ensures that landowners have a voice in the project and can benefit from it financially.

In conclusion, I wholeheartedly support the Eastern Cottontail Solar Project and urge the Ohio Power Siting Board to approve this vital initiative. Its potential to create local jobs and protect landowner rights makes it a valuable asset for our community and the state of Ohio.

Thank you for considering my input.

Sincerely,

Julie Henson juliehenson057@gmail.com 7878 Sugar Grove Rd Sugar Grove, OH 43155

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Members of the Ohio Power Siting Board,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility presents a remarkable opportunity for our community and the state of Ohio, and I am confident that its approval will bring numerous benefits.

One of the key advantages of the Eastern Cottontail Solar Project is its potential to generate revenue. By harnessing the power of solar energy, we can create a sustainable source of income for our community. This revenue can be utilized to fund essential services, support local businesses, and invest in infrastructure, ultimately improving the quality of life for all residents.

Furthermore, this project aligns with our collective goal of preserving our farmland and agricultural heritage. We can ensure that we can meet our energy needs without compromising the vital role that agriculture plays in our community.

In conclusion, I urge the Ohio Power Siting Board to support the Eastern Cottontail Solar Project. Its potential to generate revenue and preserve our farmland makes it a valuable asset for our community and the state of Ohio. Thank you for considering my input.

Sincerely,

Jon Moyer moyerelectricllc@hotmail.com 2320 Pleasantville Rd. Pleasantville, OH 43148

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) upholds the rights of landowners to decide how best to utilize their property. In our country, the ability to manage and profit from one's land is a fundamental right, and this project respects and reinforces that principle.

The Eastern Cottontail Solar Project allows landowners to generate clean energy and benefit from the economic rewards it brings. This respect for property rights empowers farmers and landowners to maintain control over their land and secure their financial futures.

In addition to protecting private property rights, the project will create substantial economic benefits for our community. It will generate \$80 million for landowners over the project's lifetime, create over 500 construction jobs, and provide \$2 million in long-term revenue for local services. These contributions are essential for maintaining and improving the quality of life in Fairfield County.

Furthermore, the project will help reduce Ohio's reliance on imported energy and promote a more sustainable energy future. By investing in renewable energy, we can ensure a cleaner environment and a brighter future for our state.

The Eastern Cottontail Solar Project is a crucial investment in our community's future, respecting property rights while advancing economic and environmental goals. I urge the Ohio Power Siting Board to approve this project and support the rights and futures of our local landowners.

Thank you for your consideration.

Sincerely,

1. 1

Robert McCafferty
mccaffertybob@aol.com
217 Postage Circle
Pickerington, OH 43147

OPSB.

I am writing to express my full support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility has the potential to bring about positive changes for our community and the state of Ohio.

One of the significant advantages of this project is the creation of local jobs. By investing in solar panel installation and maintenance, we can provide employment opportunities for our skilled workforce, fostering economic growth and stability in our region.

Furthermore, the Eastern Cottontail Solar Project prioritizes the protection of landowner rights. Through fair compensation and long-term leases, landowners have the opportunity to make informed decisions about their property while benefiting from a reliable and sustainable source of income.

I strongly urge the Ohio Power Siting Board to support this project and help us harness the benefits of renewable energy for our community's brighter and greener future.

Sincerely,

Cary Brown
carybrn@hotmail.com
1023 E 5th Ave
Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear Members of the Ohio Power Siting Board,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility has the potential to bring numerous benefits to our community and the state of Ohio.

One of the key advantages of this project is its commitment to creating local jobs. By investing in the installation and maintenance of solar panels, we can provide employment opportunities for our skilled workforce. This will not only boost our economy but also contribute to the growth and development of our community.

Moreover, the Eastern Cottontail Solar Project ensures the protection of landowner rights. By offering fair compensation and long-term leases, landowners have the opportunity to make informed decisions about their property while benefiting from a reliable source of income.

I kindly request the Ohio Power Siting Board to consider the immense benefits this project brings and provide your support for the Eastern Cottontail Solar Project.

Sincerely,

Mike Emswiler <u>bobastard1@gmail.com</u> 375 Field Harvest Ave Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear Ohio Power Siting Board.

I am writing to express my unwavering support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility has the potential to bring about significant positive changes for our community and the state of Ohio.

One of the key benefits of this project is the creation of local jobs. With the installation and maintenance of the solar panels, we can expect an increase in employment opportunities for our skilled workforce. This will not only provide job security for our residents but also attract new talent, stimulating economic growth and prosperity.

Additionally, the Eastern Cottontail Solar Project prioritizes the protection of landowner rights. By offering fair compensation and long-term leases, landowners have the opportunity to make informed decisions about their property while benefiting from a stable and sustainable source of income.

Furthermore, this project will generate substantial revenue for our community. The Eastern Cottontail Solar Project's contribution to our tax base will enable us to invest in crucial services such as education, healthcare, and infrastructure. This revenue stream will strengthen our local economy, ensuring a brighter future for all residents.

In conclusion, the Eastern Cottontail Solar Project is an incredible opportunity for our community. It will create local jobs, protect landowner rights, and generate revenue. I urge the Ohio Power Siting Board to support this project and help us pave the way towards a cleaner, more prosperous future.

Sincerely,

Elizabeth Ayisi ea428815@ohio.edu 336 Sandhill Crane St Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

To whom it may concern,

I am writing in support of the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility offers numerous advantages for our community and the state of Ohio.

The project's focus on creating local jobs is commendable. By providing employment opportunities, it will boost our economy and provide much-needed stability for our residents.

Moreover, the Eastern Cottontail Solar Project ensures the protection of landowner rights. Through fair compensation and long-term leases, landowners can make informed decisions about their property while enjoying a reliable source of income.

I kindly request the Ohio Power Siting Board to consider the immense benefits of this project and lend their support for a brighter and more sustainable future.

Sincerely,

Lisa Knouff lisa@harmonyhouseart.com 1281 Bloomwood Dr. NW Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB.

I am writing to express my enthusiastic support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility holds great promise for our community and the state of Ohio.

By creating local jobs, the project will inject new life into our economy. The installation and maintenance of solar panels will provide employment opportunities for our skilled workforce, fostering economic growth and stability.

Furthermore, the Eastern Cottontail Solar Project respects landowner rights by offering fair compensation and long-term leases. This ensures that landowners have a say in the use of their property while benefiting from a reliable source of income.

I strongly urge the Ohio Power Siting Board to support this project and help us harness the benefits of renewable energy for our community.

Sincerely,

Peggy Corbin maggiecorbin53@me.com 842 N Columbus St Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

OPSB,

I am writing to express my enthusiastic support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility represents a significant opportunity for our community, and I believe it is a crucial step towards a cleaner and more sustainable future.

The creation of local jobs is a key benefit of the Eastern Cottontail Solar Project. By investing in renewable energy, we can stimulate our local economy and provide employment opportunities for our community members. This project has the potential to create a skilled workforce and contribute to the growth of our region.

Additionally, protecting landowner rights is of utmost importance. I am pleased to see that the Eastern Cottontail Solar Project takes this into consideration by utilizing non-productive or underutilized lands. This approach ensures that landowners can continue to enjoy their rights while embracing clean and sustainable energy alternatives.

In conclusion, I urge the Ohio Power Siting Board to approve the Eastern Cottontail Solar Project. This initiative will create local jobs and protect landowner rights, all while promoting a greener and more sustainable future for our community. Thank you for considering my support for this project.

Sincerely,

Larry Triance
larrytriance02@att.net
3716 Oakmont Lane N.E.
Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear Ohio Power Siting Board,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility holds immense potential for our community, and I firmly believe it is a step in the right direction towards a greener and more sustainable future.

One of the key reasons why I am in favor of this project is its ability to create local jobs. The Eastern Cottontail Solar Project has the potential to provide employment opportunities for our community members, contributing to the growth of our local economy and supporting the livelihoods of our residents.

Furthermore, protecting landowner rights is of paramount importance. I am pleased to see that the Eastern Cottontail Solar Project takes this into consideration by utilizing non-productive or underutilized lands. This approach ensures that landowners can continue to enjoy their rights while promoting the development of clean and renewable energy sources.

In conclusion, I urge the Ohio Power Siting Board to grant approval for the Eastern Cottontail Solar Project. This initiative will create local jobs and protect landowner rights, all while fostering a more sustainable and environmentally conscious community. Thank you for considering my support for this project.

Sincerely,

Victoria Hricovec victoriahricovec@gmail.com 12147 Prairie View Drive NW Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer

Dear OPSB,

I am writing to express my unwavering support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility represents a significant opportunity for our community, and I believe it is a crucial step towards a more sustainable and environmentally conscious future.

One of the key reasons why I am in favor of this project is its potential to create local jobs. In a time where job creation is paramount, the Eastern Cottontail Solar Project can provide employment opportunities for our community members. From the construction phase to the ongoing operation and maintenance, this solar facility will not only stimulate our local economy but also foster the growth of a skilled workforce in the renewable energy sector.

Furthermore, protecting landowner rights is of utmost importance to me, and the Eastern Cottontail Solar Project upholds this principle. By utilizing non-productive or underutilized lands, the project minimizes the impact on agricultural and residential properties. This approach ensures that landowners can continue to enjoy their rights while contributing to the development of clean and sustainable energy sources.

Moreover, the Eastern Cottontail Solar Project offers a significant opportunity to generate revenue for our community. Through tax payments, this solar facility can provide a much-needed boost to our local economy. The additional revenue generated will help support essential public services, infrastructure improvements, and educational programs, benefiting our entire community.

In conclusion, I implore the Ohio Power Siting Board to grant approval for the Eastern Cottontail Solar Project. This initiative will create local jobs, protect landowner rights, and generate revenue for our community. It is a crucial step towards a more sustainable future while preserving our natural resources and promoting renewable energy. Thank you for considering my support for this project.

Sincerely,

Marye Youmans youmansmarye@gmail.com 12855 Wheaton Avenue Pickerington, OH 43147

100

Dear Members of the Ohio Power Siting Board,

I am writing to express my enthusiastic support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility holds great promise for our community, and I believe it is a crucial step towards a cleaner and more sustainable future.

One of the key reasons why I am in favor of this project is its potential to create local jobs. In these challenging times, the Eastern Cottontail Solar Project can provide much-needed employment opportunities for our community members. From the construction phase to the ongoing operation and maintenance, this solar facility will stimulate our local economy, support local businesses, and improve the lives of our fellow residents.

Furthermore, protecting landowner rights is of utmost importance to me, and the Eastern Cottontail Solar Project respects this principle. By utilizing non-productive or underutilized lands, the project minimizes the impact on agricultural and residential properties. This approach ensures that landowners can continue to enjoy their rights while embracing renewable energy alternatives and contributing to a greener future.

Moreover, the Eastern Cottontail Solar Project offers a significant opportunity to generate revenue for our community. Through tax payments and other financial contributions, this solar facility can provide a much-needed boost to our local economy. The additional revenue generated will help fund essential public services, infrastructure development, and educational programs, benefiting all residents and ensuring a brighter future for generations to come.

In conclusion, I urge the Ohio Power Siting Board to grant approval for the Eastern Cottontail Solar Project. This initiative will create local jobs, protect landowner rights, and generate revenue for our community. It is a vital step towards a sustainable future while preserving our farmland and agricultural heritage. Thank you for considering my support for this project.

To me, it should be up to the property owners to decide if they want to use their lands to turn sunshine into corn and soybeans...or to turn sunshine into electric power!

Sincerely,

Ida Cecchini ida.cecchini@gmail.com 13525 Newark Drive NE Millersport, OH 43046 Dear Members of the Ohio Power Siting Board,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This utility-scale solar facility has the potential to bring numerous benefits to our community, and I believe it is a crucial step towards a sustainable future.

One of the key reasons why I am in favor of this project is its ability to create local jobs. In a time where job creation is of utmost importance, the Eastern Cottontail Solar Project can provide employment opportunities for our community members. From the construction phase to the ongoing operation and maintenance, this solar facility will stimulate our local economy and improve the livelihoods of many.

Furthermore, protecting landowner rights is a fundamental principle that I hold dear, and the Eastern Cottontail Solar Project aligns perfectly with this value. By utilizing non-productive or underutilized lands, the project minimizes the impact on agricultural and residential properties. This approach ensures that landowners can continue to enjoy their rights while embracing clean and sustainable energy alternatives.

Moreover, the Eastern Cottontail Solar Project offers a significant opportunity to generate revenue for our community. Through tax payments and other financial contributions, this solar facility can contribute to funding essential public services, infrastructure development, and educational programs. The additional revenue generated will undoubtedly benefit our community as a whole, helping us thrive and grow.

In conclusion, I urge the Ohio Power Siting Board to grant approval for the Eastern Cottontail Solar Project. This initiative will create local jobs, protect landowner rights, and generate revenue for our community. It is a vital step towards a sustainable future while preserving our agricultural heritage. Thank you for considering my support for this project.

Sincerely,

William Smith billbec.bs@gmail.com 1424 Rainbow Dr NE Lancaster, OH 43130

03/25/2025

To whom it may concern,

I am writing to express my wholehearted support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project presents a unique opportunity to bring economic growth, clean energy, and job creation to Fairfield County and the State of Ohio.

One of the most significant advantages of the Eastern Cottontail Solar Project is the creation of local jobs. With over 500 construction jobs and long-term operations and maintenance jobs, this project will provide employment opportunities for our local community. By hiring workers from Ohio, we can ensure that the benefits of this project directly impact our residents and contribute to the local economy.

Furthermore, the Eastern Cottontail Solar Project respects the rights of landowners to utilize their property as they see fit. This project allows farmers and landowners to generate clean energy and contribute to the well-being of our community. It is essential to support initiatives that empower landowners and promote sustainable energy solutions.

In addition to job creation, the Eastern Cottontail Solar Project will generate substantial revenue for critical local services. The estimated \$80 million in long-term revenue will support schools, police, and fire departments, as well as other essential services that our community relies on. This funding will enhance the quality of education, public safety, and overall infrastructure in Fairfield County.

Moreover, the project plays a vital role in preserving our agricultural heritage. By providing farmers with a stable income, the Eastern Cottontail Solar Project ensures the long-term sustainability of agriculture in Ohio. Additionally, the land used for solar energy can be easily converted back to agricultural use, allowing for flexibility and preserving our valuable farmland for future generations.

Thank you for your consideration.

I have solar panels already for my 4th year now and I absolutely can not stress enough how the benefits of reduced bills and saving the eco systems by reducing Carbon monoxides in our ozone layers and also saving the amount of trees that's equivalent to how much solar energy I bring in everyday rain or shine! I just love it and I feel like I'm contributing to our future in a big way by my investment.

Sincerely,

Kendra Andrew kktaylor1986@gmail.com 603 E. Sixth Ave. Lancaster, OH 43130

03/25/2025

Dear Ohio Power Siting Board,

I am writing to voice my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project has the potential to bring significant economic benefits, promote clean energy, and preserve our agricultural heritage in Fairfield County and the State of Ohio.

One of the key advantages of the Eastern Cottontail Solar Project is the creation of local jobs. With over 500 construction jobs and long-term operations and maintenance jobs, this project will provide employment opportunities for local residents. By prioritizing the recruitment and hiring of workers from Ohio communities, the project will contribute to the growth and prosperity of our region.

Furthermore, the Eastern Cottontail Solar Project will generate substantial revenue for critical local services. The estimated \$80 million in long-term revenue will support schools, police, and fire departments, parks, libraries, and other essential services that our community relies on. This funding will help improve the quality of education, public safety, and overall well-being of the residents in Fairfield County.

In addition to economic benefits, the Eastern Cottontail Solar Project plays a vital role in preserving farmland and our agricultural heritage. By providing farmers with a secure and steady income, the project ensures the sustainability of agriculture in Ohio. The land used for solar energy can also be easily restored to agricultural use in the future, allowing for flexibility and preserving our valuable farmland.

Moreover, the project contributes to promoting energy independence. By generating clean energy locally, the Eastern Cottontail Solar Project reduces our dependence on foreign energy sources. This not only strengthens our energy security but also helps lower electricity costs for Ohio residents, making it more affordable for families and businesses alike.

In conclusion, the Eastern Cottontail Solar Project offers numerous benefits, including job creation, revenue generation for critical services, preservation of farmland, and promotion of energy independence. I strongly urge you to support this project and its positive impact on Fairfield County and the State of Ohio.

Thank you for your time and consideration.

Solar power is an important green source of energy we need in Fairfield county.

Sincerely, Teresa Speakman teresa@fullcirclepeace.org 870 E Mulberry St Lancaster, OH 43130 To the Members of the Ohio Power Siting Board,

I am writing to express my enthusiastic support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project holds tremendous potential to boost Fairfield County's economy, promote clean energy, and create a sustainable future for Ohio.

One of the key benefits of the Eastern Cottontail Solar Project is the creation of local jobs. With over 500 construction jobs and long-term operations and maintenance jobs, the project will provide employment opportunities for residents in the region. This will not only stimulate economic growth but also enhance the livelihoods of individuals and families in our community.

Moreover, the Eastern Cottontail Solar Project respects landowner rights by allowing them to utilize their private property for clean energy generation. This empowers farmers and landowners to contribute to the development of sustainable energy solutions while maintaining control over their land. It is essential to support initiatives that enable landowners to make choices that align with their values and benefit the community.

In terms of revenue generation, the Eastern Cottontail Solar Project will provide a significant boost to local schools, police, and other critical services. The estimated \$80 million in long-term revenue will ensure the availability of resources necessary for the well-being and growth of Fairfield County. This investment will have a lasting impact on education, public safety, and other essential services that are the foundation of a thriving community.

Furthermore, the project plays a crucial role in preserving farmland and agricultural heritage. By providing farmers with a stable income, the Eastern Cottontail Solar Project allows them to continue their agricultural practices. Additionally, the land used for solar energy can be returned to agricultural use in the future, ensuring the sustainability of our farming communities.

Lastly, the Eastern Cottontail Solar Project contributes to our energy independence by generating clean, American-made energy right here in Ohio. This reduces our reliance on fossil fuels and foreign energy sources, leading to a more sustainable and secure energy future for our state.

Sincerely,
Bismark Borteye
larrybiz2001@yahoo.ca
3338 Buhrmill Rd
Reynoldsburg, OH 43068

Dear OPSB,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project has the potential to bring significant economic benefits and promote clean energy in Fairfield County and the State of Ohio.

One of the key advantages of the Eastern Cottontail Solar Project is the creation of local jobs. With over 500 construction jobs and long-term operations and maintenance jobs, this project will provide employment opportunities for residents of Ohio. By recruiting and hiring workers from local communities, the project will contribute to the economic growth and prosperity of the region.

In addition to job creation, the Eastern Cottontail Solar Project will generate substantial revenue for critical local services. The estimated \$80 million in long-term revenue will support schools, police, and other essential services in Fairfield County. This funding will have a positive impact on the quality of education and public safety, benefiting the entire community.

Furthermore, the project will contribute to the preservation of farmland and agricultural heritage. By providing farmers with a secure and steady income, the Eastern Cottontail Solar Project allows them to continue farming and pass their land down to future generations. This ensures the sustainability of agriculture in Ohio while also promoting clean energy generation.

Another crucial aspect of the project is its contribution to energy independence. By generating clean electricity locally, the Eastern Cottontail Solar Project reduces our reliance on foreign energy sources. This not only strengthens our national security but also helps stabilize electricity costs for Ohio residents.

In conclusion, the Eastern Cottontail Solar Project offers numerous benefits, including job creation, revenue generation for critical services, preservation of farmland, and promotion of energy independence. I urge you to support this project and its positive impact on Fairfield County and the State of Ohio.

Thank you for your attention to this matter.

Sincerely,
Ann Leister
ezcalm@gmail.com
12790 Rocky Creek Drive
Pickerington, OH 43147

To Members of the Ohio Power Siting Board,

I hope this letter finds you well. I'm reaching out to share my thoughts on the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN), a project that I believe holds immense promise for our community.

Our community – like communities across Ohio – is growing. With that growth comes the need for more reliable and sustainable energy sources. The Eastern Cottontail Solar Project is poised to help meet that need in a way that respects both the environment and Ohio values.

The potential economic impact of this project cannot be overstated. With over 500 new construction jobs and an impressive \$220 million in economic output, this project will boost our local economy significantly. Job creation can change lives, and I'm thrilled at the prospect of these new opportunities for my fellow Ohioans.

Additionally, the project promises \$2 million in long-term revenue for essential local services like schools and emergency services. I think about the young people in our area and how improved schools can pave the way for their futures.

Environmentally, the project aligns with the kind of sustainable future we need. By reducing carbon emissions and promoting energy independence, we're not only supporting our community's growth but also doing our part for the environment.

All in all, the Eastern Cottontail Solar Project is more than just an energy project; it's a catalyst for community development and environmental stewardship. I hope you'll see the benefits it brings and approve this project, enabling us to move forward together toward a brighter future for Fairfield County.

Thank you so much for your time and consideration. I truly appreciate the work you do for our community.

Warm regards,

Dave Lewis
cash_pit23@yahoo.com
12583 Sutton St
Pickerington, OH 43147

To whom it may concern,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a vital initiative that offers a sustainable solution to meet Fairfield County's growing energy needs. With the county's population expected to increase significantly by 2050, additional power sources are necessary to support this growth.

The project will generate clean, renewable electricity, helping to power our community and reduce Ohio's reliance on imported energy. By investing in home-grown energy, we can ensure a more secure and sustainable future for our state.

In addition to energy generation, the project will create over 500 construction jobs and generate \$80 million for landowners over the project's lifetime. This economic growth is essential for supporting local families and businesses and promoting a more sustainable future for our region.

Moreover, the project respects landowners' rights by allowing them to decide how best to use their property. This empowerment aligns with our community's values and ensures that the benefits of clean energy development are shared equitably.

I strongly support the Eastern Cottontail Solar Project and urge its approval. This project is a crucial step toward a more prosperous and sustainable future for our community.

Thank you for your time and consideration.

Sincerely,

Jerri Love <u>countrylove2001@gmail.com</u> 312 Wheat St Lancaster, OH 43130

Dear OPSB.

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) presents a critical opportunity to address Fairfield County's increasing energy needs. As the county's population is projected to grow by up to 56,000 residents by 2050, reliable and sustainable energy sources are essential.

This project will generate clean, renewable electricity, helping to meet the increasing demand for energy and reduce Ohio's reliance on imported power. By investing in renewable energy, we can ensure a more secure and sustainable future for our state.

Beyond energy generation, the project will create over 500 construction jobs and generate \$2 million in long-term revenue for local services, including schools and police. These contributions are vital for maintaining and enhancing the quality of life in Fairfield County.

Additionally, the project respects landowners' rights by allowing them to decide how best to use their property. This empowerment ensures that the benefits of clean energy development are shared equitably and supports our local values of independence and self-determination.

I strongly support the Eastern Cottontail Solar Project and urge its approval. This project is a critical investment in our community's future energy infrastructure.

Thank you for considering my perspective.

Sincerely,

Olga Benson plaint.gong0v@icloud.com 109 Hansberger Ave Baltimore, OH 43105

Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a vital initiative that addresses Fairfield County's growing demand for energy. With the county's population expected to increase significantly by 2050, additional power sources are necessary to support this growth.

The project will generate clean, renewable electricity, helping to power our community and reduce Ohio's reliance on imported energy. By investing in home-grown energy, we can ensure a more secure and sustainable future for our state.

In addition to energy generation, the project will create over 500 construction jobs and generate \$220 million in economic output, boosting our local economy and supporting families across Fairfield County. These economic contributions are essential for supporting our community's growth and development.

Moreover, the project respects landowners' rights by allowing them to decide how best to use their property. This empowerment aligns with our community's values and ensures that the benefits of clean energy development are shared equitably.

I strongly support the Eastern Cottontail Solar Project and urge its approval. This project is a crucial step toward a more prosperous and sustainable future for our community.

Thank you for your time and consideration.

Solar energy will help the environment and reduce energy costs for consumers and possibly even create revenue for individuals, schools and government agencies.

Sincerely,

Marilyn Steiner mamawokka@hotmail.com 2137 William T Circle Lancaster, OH 43130

As a resident of Fairfield County, I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN), which is essential for meeting our community's growing energy needs.

The county's population is expected to increase by up to 56,000 residents by 2050, necessitating additional power sources to support this growth. The Eastern Cottontail Solar Project will generate clean, renewable electricity, helping to meet the increasing demand for energy and reduce our reliance on imported power.

In addition to addressing energy needs, the project will create over 500 construction jobs and generate \$2 million in long-term revenue for local services, including schools and police. These contributions are vital for maintaining and enhancing the quality of life in Fairfield County.

Furthermore, the project respects landowners' rights by allowing them to decide how best to use their property. This empowerment ensures that the benefits of clean energy development are shared equitably and supports our local values of independence and self-determination.

I strongly support the Eastern Cottontail Solar Project and urge its approval. This project is a critical investment in our community's future energy infrastructure.

Thank you for considering my perspective.

Sincerely,

Cary Brown
carybrn@hotmail.com
1023 E 5th Ave
Lancaster, OH 43130

Dear Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) offers a crucial solution to meet Fairfield County's increasing demand for energy. With the county's population expected to grow by up to 56,000 residents by 2050, the need for reliable and sustainable energy sources has never been greater.

This project will generate clean, renewable electricity, helping to power our community and reduce Ohio's reliance on imported energy. By investing in home-grown energy, we can ensure a more secure and sustainable future for our state.

Moreover, the project will create over 500 construction jobs and generate \$220 million in economic output, boosting our local economy and supporting families across Fairfield County. These economic contributions are essential for supporting our community's growth and development.

The Eastern Cottontail Solar Project is a vital investment in our region's energy infrastructure. I strongly support its approval and urge the Ohio Power Siting Board to move forward with this project.

Thank you for your consideration.

Sincerely,

James Christy
jameschristy387@gmail.com
2659c Elder Rd NE
Lancaster, OH 43230

Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) represents a significant opportunity for economic growth and community development in Fairfield County.

The project will generate \$220 million in economic output and create over 500 construction jobs, providing stable employment and boosting our local economy. It will also provide \$80 million to landowners and farmers over its lifetime, offering them a reliable income source and empowering them to invest in their land and communities.

Beyond financial benefits, the project will reduce Ohio's reliance on imported energy and promote a more sustainable energy future. By generating clean, home-grown energy, the Eastern Cottontail Solar Project contributes to a more secure and stable energy grid.

Given these advantages, I strongly encourage the approval of this project. It is a strategic investment in our community's future.

Thank you for your time and consideration.

Sincerely,

Jeff Raymond jeffdraymond@hotmail.com 10246 Stoudertown Rd Pickerington, OH 43147 Dear OPSB,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a vital initiative that offers substantial financial and community benefits to Fairfield County.

The project will generate \$80 million for landowners over its lifetime, providing them with a steady income stream that supports their financial security and allows them to invest in their land and communities. This economic empowerment is essential for preserving our region's agricultural heritage and promoting local growth.

In addition to financial benefits, the project will create over 500 construction jobs and produce \$220 million in economic output, boosting our local economy and supporting families across Fairfield County. Such growth is crucial for maintaining and improving the quality of life in our community.

Furthermore, the project will reduce Ohio's reliance on imported energy and promote a more sustainable energy future. By investing in renewable energy, we can ensure a cleaner environment and a brighter future for our state.

I am a firm supporter of the Eastern Cottontail Solar Project and encourage its approval. This project is a critical investment in our community's future.

Thank you for considering my perspective.

Sincerely,

Kim Livingston kimmom5825@yahoo.com 9868 Meadow Wood Dr. Pickerington, OH 43147

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) presents a tremendous opportunity for economic growth in Fairfield County and the state of Ohio. It promises over 500 construction jobs, which will invigorate our local workforce and provide stable employment for many families.

Moreover, this project will bring \$2 million in long-term revenue to support critical community services like schools and police. Such funding is essential for enhancing the quality of life in our county and ensuring that our residents have access to necessary services.

In addition to economic benefits, the project respects landowners' rights, allowing them to make decisions about their property and secure financial stability for future generations. The project also demonstrates an investment in renewable energy, contributing to Ohio's energy independence and environmental sustainability.

Given these financial and community advantages, I strongly support the Eastern Cottontail Solar Project and urge its approval. It is a strategic investment in Fairfield County's and Ohio's future.

Thank you for considering my viewpoint.

Sincerely,

Timothy Otoole timotoole08@gmail.com 124 capital Court Lancaster, OH 43130

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is a tremendous opportunity for Fairfield County and Ohio to advance economically and environmentally.

The project will generate over 500 construction jobs and provide long-term economic benefits to the local community. The project will also generate \$2 million in long-term revenue for schools, police, and other critical services, helping to maintain and improve the quality of life in Fairfield County.

The project will also help reduce Ohio's reliance on imported energy, promoting energy independence and security. By investing in renewable energy, we can ensure a sustainable future for our state.

I strongly support the Eastern Cottontail Solar Project and encourage the Ohio Power Siting Board to approve it. This project is essential for advancing Fairfield County's growth and promoting Ohio's renewable energy future.

Thank you for considering my perspective.

Sincerely,

Thomas Corbin
tic@corbinlaw.com
842 North Columbus Street
Lancaster, OH 43130

I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN), which champions the rights of landowners to decide how to use their property. The project's commitment to respecting private property rights is essential for maintaining the autonomy and independence of our local communities.

Farmers and landowners should be free to utilize their land as they see fit, including generating clean energy that benefits local Ohio communities. The Eastern Cottontail Solar Project empowers landowners to take control of their property and profit from it, providing a reliable income source and the opportunity to contribute to a more sustainable future.

In addition to protecting property rights, the project will deliver significant economic and environmental benefits. It will create over 500 construction jobs and generate \$80 million for landowners over the project's lifetime, boosting our local economy and supporting families across Fairfield County. Additionally, the project will reduce carbon emissions and help Ohio transition to a more sustainable energy system.

The Eastern Cottontail Solar Project is a win-win for our community, combining respect for private property rights with economic and environmental progress. I urge the Ohio Power Siting Board to approve this project and support the future of our local landowners and residents.

Thank you for considering my perspective.

Sincerely,

Peggy Corbin maggiecorbin53@me.com 842 N Columbus St Lancaster, OH 43130







FAIRFIELD COUNTY EMPLOYEE HEALTH & WELLNESS MEDICAL CLINIC 2017-2024

SERVICES INCLUDE

- Factual Fridays
- Influenza Vaccines
- Select point of care testing
- On-site Biometric Screening
- Clinic Appointments
- Clinic Walk-ins
 - Providing medical care for minor illnesses and injuries
- Referrals if appropriate



FAIRFIELD COUNTY CLINIC NUMBERS

Included with the visits when ordered by clinicians are

Urine dips

Urine pregnancy tests

Rapid Strep

Rapid Mono tests

Fingerstick blood sugars

Influenza vaccines

On-site

Biometrics

	2017	2024	2017-2024
Number of patients seen	1,067	3,713	23,343
Hours open	1,232	2,064	15,616
Average office visit charge per patient	\$117.15	\$59.34	Average \$72.64
Charge	\$125,000.00	\$220,311.00	\$1,667,177
Total Savings	\$47,899.00	\$396,284.00	\$2,110,396.97









FACTUAL FRIDAYS

- Biometrics Education
- Sleep Essentials
- Varicose Veins
- Back-to-school Basics
- Cancer Screening Basics
- Women's Health Issues
- Men's Health Issues



THANK YOU

 The clinic provides a great benefit to employees while providing a cost savings to Fairfield County

 We look forward to servings the employees of Fairfield County WELL into the future







Fairfield County Employee Health & Wellness Clinic

1155 E. Main St. Lancaster, Ohio 43130 740-689-4404

Monday, Wednesday, Friday: 9 a.m.-4:30 p.m. Tuesday, Thursday: 9 a.m.-5:30 p.m.

Employee Clinic Information

1155 E. Main St. Lancaster, OH 43130 740-689-4404

Minor Illness:

- allergy symptoms
- earaches
- flu-like symptoms
- gout
- indigestion
- mononucleosis
- · mouth conditions/pain
- nausea/vomiting/diarrhea
- pink eye & styes
- sinus infections/congestion
- sore throat
- upper respiratory infections
- urinary tract infections
- yeast infections

Minor Injuries:

- bug bites & stings
- tick bites
- · cholesterol screenings
- minor burns
- minor cuts/blisters/wounds
- splinter removal-superficial
- sprains, strains, joint pains
- suture & staple removal

Skin Conditions:

- acne
- athlete's foot
- chicken pox
- cold, canker, mouth sores
- dermatitis, rashes & skin irritations

Wellness/Physicals:

- physicals-basic
 wellness only
- routine/school/sport/ work permit/camp
- · ear wax removal
- pregnancy tests
- smoking cessation assessment & follow-up visits
- weight loss assessment & follow-up visits

In-Clinic Lab Tests:

- strep test
- glucose
- mononucleosis test
- urine dip stick
- pregnancy test

Vaccines/Injections:

- allergy (must bring serum)
- birth control (must bring medication)



FAIRFIELD COUNTY EMPLOYEE MEDICAL CLINIC

2017 - 2024



		EMPLOYEE HEA												
		JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	YTD Totals
PT.S SEEN	OF STREET PARTY.													
	2017		78	85	81	80	67	67	105	92	107	95	117	1,00
	2018	157	177	227	191	185	189	210	183	217	214	237		
	2019	259	253	315	307	347	273	279	297	303	475	301		
	2020	347	335	257	107	159	197	237	224	192				
	2021	297	184	211	192	188	237	221	257	311			+	
	2022	415	297	217	159	197	211		263					
	2023	297	225	219	252	343	320		287	290				
	2024	303	387	342	357	345	292		291					-
HRS. OPEN								20,	231	247	203	213	284	3,/1
	2017	96	96	112	96	112	104	104	104	104	104	40.0		
	2018		160	176	168	176	168		184					
	2019	176	160	168	176	184	160							
	2020	176	160	176	176	168	176		176					
	2021	160	160	184	176	168	176		168					
	2022	168	160	184	168	168								,
	2023	176	160				176		184	176				
	2023	184	168	184 168	160	176	176		184	168				
#PT/HR	2024	104	708	168	176	184	160	176	176	168	184	160	160	2,06
WFI/AK	2017	1												
	2017		0.8	0,8	0.8	0.7	0.7		1			0.9	1.2	
		0.9	1.1	1,3	1.2	1	1,1		1	1,4	1,2	1.4	1,5	
	2019	1.5	1,6	1,9	1,7	1,9	1.7		1.7	1,8	2.6	1,9	1,9	
	2020	2	2.1	1.5	0.6	1	1.1		1.3	1.1	1.8	1.9	1,7	1.4
	2021	1.9	1.2	1,2	1,1	1,1	1.4		1.5	1.8	2	1,5	1,4	1.4
	2022	2,5	1.9	1,2	1	1.2	1,2	1.4	1,4	1,5	2	1.8	1.7	1.0
	2023	1.7	1.4	1.2	1.6	2	1.8	1,5	1.6	1.7	1.8	1.9	1.6	1.
	2024	1.7	2.3	2	2	1.9	1,8	1.6	17	1,5	1,4	2	1.8	1.
CHARGES														
	2017	\$10,416.67	\$10,416.67	\$10,416.67	\$10,416,67	\$10,416.67	\$10,416.67	\$10,416.67	\$10,416.67	\$10,416.67	\$10,416,67	\$10,416.67	\$10.416.67	\$125,000.00
	2018	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$220,311.00
	2019	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359,25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$220,311.00
	2020	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359,25	\$18,359.25	\$18,359.25	\$18,359.25	\$220,311.00
	2021	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359,25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359,25	\$18,359.25	\$18,359.25	\$18,359.25	\$220,311.00
	2022	\$18,359.25	\$18,359.25	\$18,359,25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359,25	\$18,359,25	\$18,359.25	\$18,359.25	\$18,359.25	\$220,311.0
	2023	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25		\$18,359.25	\$18,359.25	\$220,311.0
	2024	\$18,359.25	\$18,359,25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25	\$18,359.25		\$18,359.25	\$18,359.25	\$220,311.0
Avg Pt. Charge												, = ,, = ,, =	+==,===	Ţ==0,311.01
	2017	\$112.00	\$133,55	\$122.55	\$128.60	\$130,20	\$155.47	\$155.47	\$112.00	\$113.22	\$97.35	\$109.65	\$89.03	\$117.15
	2018	\$116.93	\$103.72	\$80.87	\$96.12	\$99.24	\$97.14	\$87.42	\$100.32	\$84.60	\$85,79	\$77,47	\$74.32	\$90.51
	2019	\$70.79	\$72.57	\$58.28	\$59.80	\$52.91	\$67.25	\$65.80	\$61.81	\$60.59	\$38.65	\$60.99	\$56.49	\$59.00
	2020	\$52.91	\$54.80	\$71.44	\$171.58	\$115.46	\$93.19	\$77.47	\$81.96	\$95.62				
	2021	\$61.81	\$99.78	\$87.01	\$95.62	\$97.66	\$77.45	\$83.07	\$71.44	\$59.03	\$59.61 \$55.97	\$61.82	\$60.59	\$74.35
	2022	\$44.24	\$61.82	\$84.60	\$115.46	93.19	\$77.45 87.01					\$68.25	\$72.57	\$74.73
	2023	\$61.82	\$81.60	\$83.83	\$72.85	\$53.53		\$84.60	\$69.81	\$71.44	\$53.68	\$60.19	\$61.61	\$69.32
	2024	\$60.59	\$47.44	\$53.68	\$51.48		\$57.37	\$80.87	\$63.97	\$63.30		\$63.97	\$74.33	\$66.64
Yearly Savings	LJET	2017	2018	2019	\$51.48 2020	\$53.21	\$66.29	\$63.97	\$63.09	\$74.33	\$69.81	\$58.28	\$64.65	\$59.34
parings						2021	2022	2023	2024					Total Savings
		\$47,899.00	\$177,184.00	\$371,199.00	\$236,874.00	\$247,124.00	\$300,313.97	\$333,519.00	\$396,284.00					\$2,110,396.97

SAVINGS CO	MPARISON 2	017, 201	8., 2019,	2020,2021,	2022, 2023,2024										
ZO1: AVERAGE PHYSICIA	N CHARCE VID				2018	3				2019					
	Patient Visits				AVERAGE PHYSICIAN CHARGE - YTD 2.434	Patient Vi	sits			AVERAGE PHYSIC	Patient Vi				-
\$150.00	Avg OV Charge	2016 Ins. 0	Guidelines			Avg OV Ch		ns. Guldelir	nes		Avg OV Ch		ns Guideli	nec 2en	+
\$160,050.00	1				\$365,100 00					\$560,100.00	_		, Galacii		1
N-HOUSE LAB T	EST CHARGE				IN-HOUSE LAB TEST CHARGE - Y	-				IN-HOUSE LAB		RGE - YTD			
\$5,654.00	Rapid Streps	257			\$17,250.00	Rapid Stre	690	\$25.00			Rapid Stre		\$25,00		
	Urine Preg	23			\$2,525,00	Urine Pres	101	\$25.00		\$2,175.00	Urine Pres	87	\$25,00		
	Urine Dip	157		1		Urine Dip				\$10,440.00	Urine Dip	522	\$20.00		
\$940.00		47			\$1,840,00		92	\$20.00		\$860,00	Mono	43	\$20.00		
\$1,100.00		55			\$1,580.00		79	\$20,00		\$1,460.00		73	\$20,00		
\$11,409.00 MONTHLY NEW					\$31,435,00	Total				\$30,560.00	Total				
\$1,440.00					MONTHLY NEWSLETTERS - YTD										
\$1,440,00		_	_		\$960,00		_			Lunch & Learn	S				
TOTAL COST	_				TOTAL COST	-				\$850,00					-
\$160,050,00					\$365,100.00		-			TOTAL COST - Y	(TD				1
\$11,409.00					\$31,435.00					\$560,100.00	110		-		-
\$1,440,00					\$960.00					\$30,560.00					1
	Total Cost				12.774	Total Cost				\$850.00					_
AVINGS					SAVINGS	Total cost				3030,00					-
\$172,899.00					\$397,495,00					SAVINGS - YTD					
\$125,000,00					\$220,311.00					\$591,510.00					
	Savings 1/1	/2017 - 1	2/31/20	17		Savings	1/1/2011	3 - 12/31	/2018	\$220,311.00					
	2 /				Ţ-1.1,20·100		, , , , ,			\$371,199.00		1/1/2010	12/21/	2010	+
								******							1
2020															
VERAGE PHYSICIA					2021 AVERAGE PHYSICIAN CHARGE - YTD					2022 AVERAGE PHYS		DCE VTD			-
	Patient VIsits					Patient Vis	its				Patient Vis				+-
	Avg OV Charge	2017 Ins. G	uidelines			Avg OV Ch		ns. Guidelin	ies		Avg OV Ch		ns Guidelie	29	
\$444,450.00					\$442,200.00		6- 101/ 1	,idenii		\$476,700.00		50 201/1	Galuelli		+
					IN-HOUSE LAB TEST CHARGE - YT	D				\$ 11 GJ7 GG,GG					
N-HOUSE LAB TI	ST CHARGE - YT	D			\$7,550.00	Rapid Stre	302	\$25.00		IN-HOUSE LAB	TEST CHAR	GE - YTD			
\$8,800.00	Rapid Streps	352	\$25.00			Urine Preg	17	\$25.00		\$13,400.00			25		
	Urine Preg	11	\$25.00		\$3,480.00	Urlne Dip	174	\$20.00			Urine Preg		25		1
\$2,900.00		145	\$20,00		\$140.00	Mono	7	\$20,00		\$7,680.00	Urine Dip	384	20		
\$300,00		15	\$20,00		\$640.00	FBS	32	\$20.00		\$580.00	Mono	29	20		
\$460.00		23	\$20,00		\$12,500.00					\$740.00	FBS	37	20		
\$12,735.00					\$25,735.00					\$23,075.00	Total				
MONTHLY NEWS					MONTHLY NEWSLETTERS - YTD		with L&L's)	\$500.00		\$20,850,00	Biometrics				
	with Lunch & Lea	rns)			(to be replaced with Lunch & Lea	rns)					278 X \$75				
&L	0	_					ma-14			TOTAL COST - Y	TD				
OTAL COST - YTI					L&L	\$500.00	T5 / Wellne	255		\$476,700.00					
\$444,450.00 \$12,735.00					TOTAL COST - YTD					\$23,075.00					-
\$0.00					\$442,200.00 \$24,735.00			_		\$20,850.00	T-4-1 C- 4				-
\$457,185.00	Total Cost				\$500.00					\$520,625.00	Total Cost		_		-
3437,103,00	Total Cost				\$467,435.00	Total Cost				SAVINGS - YTD					+
AVINGS - YTD					SAVINGS - YTD	Total Cost				\$520,625.00					+-
\$457,185.00					\$467,435.00					\$220,311.03					-
\$220.311.00					\$220,311,00					\$300,313.97	Savinor	heu 19/2	1/2022		1
	Savings 1/1/	2020-12	/31/2020	1		Saulance	then 13/2	1/2021		/5.010,313.3/	Seamile 2	u 12/3	-1 2022		-
JE30,0/4.UU	adamiga 1/1/	-020-12	31/2020		\$247,124.00	Javings 1	unu 12/3	1/2021							-
JEDAGE DUNCIO	2023	- I			ANTERSET DIRECTOR COLOR	2024									
	IAN CHARGE - Y Patlent Visits	v		-	AVERAGE PHYSICIAN CHARGE - Y	TD Patient Visi									-
	Avg OV Charge	2017 Ins. G	udelines			Avg OV Cha		s Guidalia	20						
\$495,900.00		2017 IIIs. GC			\$556,950.00		arge ZUI/ II	is, Guideline	Co						
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					00,000,00										
I-HOUSE LAB TE	ST CHARGE - YTE				N-HOUSE LAB TEST CHARGE - YTI										
\$12,625.00		505	25		\$36,275.00		1451	25							
	Urine Preg	30	25		\$2,775.00		111	25							
\$6,220.00		311	20		\$10,800.00		540	20							
\$500.00		25	20		\$480.00		24	20							
\$1,060.00		53	20		\$1,340.00		67	20							
\$21,155.00	Total				\$51,670.00	Total									
\$34,275.00		457X\$75			\$7,275.00	Biometrics	\$75.00	97							
	Factual Fridays x	5				Factual Frid	lays X 2								
TAL COST - YTD					TOTAL COST - YTD										
\$495,900.00					\$556,950.00										
\$21,155.00					\$51,670.00										
\$34,275.00					\$7,275.00										
					\$700.00										
\$2,500.00					\$616,595.00	Total Cost									
\$2,500.00 \$553,830.00	Total Cost		-			THE PERSON NAMED IN COLUMN 2 IS NOT THE OWNER.									
\$2,500.00 \$553,830.00 VINGS - YTD	Total Cost			8	AVINGS - YTD										
\$2,500.00 \$553,830.00	Total Cost			5											

		FEBRUARY		IC MONTHL	MAY		JULY	AUGUST	CCDTCMADE	OCTOBER	NOVERSOR	DESCRIPTION					
# PT.S SEEN	303	387	342									DECEMBER					
HRS. OPEN	184			357	345			291		263		284	3,713				
# PT / HR	1.7		168		184			176					2,064				
CHARGES				2	1.9			17					1.8				
Avg Pt. Cha		\$18,359.25		\$18,359.25							\$18,359.25	\$18,359.25					
Reason for		\$47.44	\$53.68	\$51.43	\$53.21	\$66.29	\$63.97	\$63.09	\$74.33	\$69.81	\$58.28	\$64.65	\$59.34	AVERAGE PHYSI			
URI															Patient Visi		
	102	49	51	44	15			15				47	448		Avg OV Cha	arge Ins. Gu	idelines
Phayrngitis	68			57	30			23				34	483	\$556,950.00			
Physical/T	0				57	27		33				2	287				
Fever	9				7					11	12	9	84	IN-HOUSE LAB T	EST CHARGE	- YTD	
UTÍ	2				14		9	15	8	11	18	15	142	\$36,275.00	Rapid Stre	1451	25
Earache	7			24	17		11	12	14	12	32	29	231	\$2,775.00	Urine Preg	111	25
Smoking C	0				0	0	0	0	0	0	0	0	0	\$10,800.00	Urine Dip	540	20
Rash/Lesio	2			11	25	27	7	15	11	9	4	4	127	\$480.00	Mono	24	20
Cough	33	21	12	21	18	11	17	19	14	23	34	21	244	\$1,340.00		67	20
Weight Los	0	0	0	0	0	0	0	0	0	0	0	0	0	\$51,670.00	Total		
Back Pain	1	7	8	3	7	9	9	3	2	3	4	4	60				
Head Inj / (0	1	1	0	1	2	2	1	0	2	0	2	12	\$7,275.00	Biometrics	\$75.00	97
Joint Pain	0	5	5	9	19	9	17	8	3	2	3	3	83	\$700.00	Factual Frid	lays X 2	
Abscess/W	1	7	5	12	9	11	22	12	9	5	4	4	101	TOTAL COST - Y			
Shoulder P	3	2	2	2	5	3	5	1	1	3	5	2	34	\$556,950.00			
Chest Pain	0	3	3	2	4	2	3	1	0	1	2	1	22	\$51,670.00			
Sinusitis	0	21	14	9	18	15	14	33	16	18	31	28	217	\$7,275.00			
Viral	57	39	43	41	24	22	28	27	31	39	47	38	436	\$700.00			
Headache	5	3	7	1	3	2	7	5	4	3		3	46	\$616,595.00			
Allergies /	1	9	11	21	21	21	17	24	19	14		3	164	SAVINGS - YTD	10107 0000		
Extremity I	9	24	27	22	27	20	24	21		11			224	\$616,595.00	 		
Burn	0	1	1	1	1			2				1	9	\$220,311.00		_	
Heart / HTI	2	3	4	2	4			2				4	38	\$396,284.00			
Abdominal	1	11	11	7	7	8		3				7	75	7000,201100	Savings		
Med Refill,	0	5			2			2		0		0	21				
Preg./Fem:	0				4			0				2	36				
Eye	0				4	5		4				3	39				
Vertigo/Fa	0				1			2		1		1	29				
Depression	0				1	2		3		1		1	19				
Diabetes	0				0			0		0	_	0	4				
Cancer	0	0		0	0			0		0		0	0		-		
Sancei	303	387	342	359	345	292		291							-		
Referrals	503	38/	542	359	345	292	287	291	247	263	315	284	3715 TOTAL				
Dietician	1	0							_				TOTAL		-		
PCP	2				0			0				0	3				
Ortho				-	2	5		7				2	51				
ER	14				3	5		2		4		3	70				
	8				6			3		4		1	45				
Imaging	22				22			24		19		15	292				
Outpt. La	27				24	32		28		21	19	23	298				
Specialist	15		5		3			5		1	3	2	70				
Smoking C	0	0	0	0	0	0	0	0	0	0	0	0	0				

2025	JANUARY	FEBRUARY I	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBE C	CTORER	NOVEMBE	DECEMBER	VTD Totals				
# PT.S SEEN		303		7 11 102	10071	JOILE	JOLI	AUGUST	SEP TEIVIBE C	CTOBER	INCALIAIRE	DECEMBER	604		-		
HRS. OPEN	176					_							336			_	
#PT/HR	1.7	1.9							-				1.8				
CHARGES	\$19,460.81						-										
Avg Pt. Cha		\$64.23				_							\$38,921.62	AVED A CE D	LIVELE LA N. CI.	1005 150	
Reason for		304.23				_		_					\$64.45		HYSICIAN CH		
URI	22	23				_									Patient Visit		1.0
Phayrngitis	35	29		-			-		-						Avg OV Cha	rge Ins. Gui	delines
Physical/Tr	2			-			-		-					\$102,680.00			
Fever				-		_											
UTI	3														AB TEST CHA		
	4														Rapid Stre	137	2
Earache	28														Urine Preg	5	2
Smoking C	0														Urine Dip	32	2
Rash/Lesio	1													\$80.00		4	2
Cough	32	19												\$300.00		15	2
Weight Los	0													\$4,570.00	Total		
Back Pain	3																
Head Inj / ເ	0														Biometrics		
Joint Pain	2													\$0.00	Factual Frid	ays X 2	
Abscess/W	1													TOTAL COS	T - YTD		
Shoulder P	1	3												\$102,680.00			
Chest Pain	0	2												\$4,570.00			
Sinusitis	17	18												\$0.00			
Viral flu/cc	115	57												\$0.00			
Headache	5	2												\$107,250.00	Total Cost		
Allergies /	2	7												SAVINGS - 1	YTD		
Extremity F	7	18												\$107,250.00			
Burn	1	1												\$38,921.62			
Heart / HT	3	4												\$68,328.38	Savings		
Abdomina	14	9															
Med Refill,	0	2															
Preg./Fem	0	4															
Eye	3	9															
Vertigo/Fa	0	3															
Depression	0	1															
Diabetes	0	1															
Cancer	0	0															
	301	303															
Referrals																	
Dietician	0	0															
PCP	5																
Ortho	3							-									
ER	2			1										_			
Imaging	23	31					-										
Outpt. La	32	27							1								
Specialist	2																
Smoking C	0			+	_		-										

Sales Tax through March 2025

	Jan	Feb	Mar
Mth Est based on \$30M	2,350,570.90	2,463,768.52	2,933,009.44
Mth Actual (Reversing to hold \$30M)	2,396,596.89	2,482,761.66	3,131,773.71
Mth Over/Under	46,025.99	18,993.14	198,764.27
Cum to date bud	2,350,570.90	4,814,339.42	7,747,348.86
Cum to date Act	2,396,596.89	4,879,358.55	8,011,132.26
Cum var to date	46,025.99	65,019.13	263,783.40
Over/Under % Var	2.0%	1.4%	3.4%



REGULAR AGENDA #13 - 2025 FAIRFIELD COUNTY COMMISSIONERS' OFFICE MARCH 25, 2025

AGENDA FOR TUESDAY, MARCH 25, 2025

9:00 AM	Review
	Regular Meeting
	Pledge of Allegiance
	Announcements
	Approval of Minutes for March 18, 2025
	Commissioners
2025-03.25.a	A Resolution to Amend Resolution 08-03.18.b, Adoption of a Public Comment Policy [Commissioners]
2025-03.25.b	A Resolution Authorizing the Reduction of Appropriations in Major Expenditure Object Categories for Fund #2788, Sub Fund #8317, FY 2022 CDBG Grant [Commissioners]
	Fairfield County Board of Developmental Disabilities
2025-03.25.c	A Resolution to Approve Additional Appropriations by Appropriating from Unappropriated into a Major Expense Object Category, Fund #2060 [Board of Developmental Disabilities]
	Fairfield County Clerk of Courts- Legal Division
2025-03.25.d	A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #1110 [Clerk of Courts- Legal]
	Fairfield County Engineer
2025-03.25.e	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services [Engineer]
2025-03.25.f	A Resolution to Request Appropriations for Additional Unanticipated Receipts of Memo Receipts and Memo Expenses for Fund #2050 for Annual Inspections, Repairs, and Maintenance in Various Subdivisions as of 03/20/2025 [Engineer]
2025-03.25.g	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024, Motor Vehicle for Construction in Progress [Engineer]
2025-03.25.h	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024, Motor Vehicle for Materials & Supplies [Engineer]

2025-03.25.i	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024, Motor Vehicle for Contractual Services [Engineer]
2025-03.25.j	A Resolution to Approve the Contract Bid Award for the PLE-32 & PLE-33 Bridge Replacements Project [Engineer]
2025-03.25.k	A Resolution to Approve Lifting Weight Reductions on County and Township Roads [Engineer]
2025-03.25.1	A Resolution to Approve Advertising for the Purchase of Liquid Asphalt Project [Engineer]
2025-03.25.m	A Resolution to Approve Advertising for the 2025 Micro-surfacing Project [Engineer]
2025-03.25.n	A Resolution to Approve a Change Order for the 2024 Micro-surfacing Project [Engineer]
2025-03.25.0	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane Expenses [Engineer]
	Fairfield County Facilities
2025-03.25.p	A Resolution for Approval of Change Order No. 1 to the Contract between the McDaniels Construction and the Fairfield County Commissioners [Facilities]
	Fairfield County Job and Family Services
2025-03.25.q	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2072, Children Services Fund [JFS]
2025-03.25.r	A Resolution Authorizing a Fund-to-Fund Transfer for Fairfield County JFS [JFS]
2025-03.25.s	A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to Fairfield County Health Departments as a Memo Expenditure for Fund #2072, Public Children's Services [JFS]
2025-03.25.t	A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund, Fund #2072, Public Children Services, Sub-Fund #8182, EPIC Grant [JFS]
2025-03.25.u	A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2015, Reimbursing Fund #2018 [JFS]
2025-03.25.v	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund #2018, Public Assistance Fund [JFS]
2025-03.25.w	A Resolution to Approve a Memo Receipt and Expenditure, Fund #2072, Reimbursing Fund #2018 [JFS]

2025-03.25.x	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between ENA, Inc. and Child Protective Services [JFS]
2025-03.25.y	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Caregiver's Helpers, Inc. [JFS]
2025-03.25.z	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Sojourners Care Network [JFS]
2025-03.25.aa	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Buckeye Ranch, Inc. [JFS]
2025-03.25.bb	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Willow Branches of Healing [JFS]
2025-03.25.cc	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate Services [JFS]
2025-03.25.dd	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Gordell Enterprises LLC DBA ASUR [JFS]
2025-03.25.ee	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Redemption House, Inc. [JFS]
2025-03.25.ff	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Unk's Place [JFS]
2025-03.25.gg	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Bunker Hill Haven for Boys [JFS]
2025-03.25.hh	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Journey Home Foster Care [JFS]
2025-03.25.ii	A Resolution Regarding a Service Agreement between Functional Training Services, Inc. and Job & Family Services [JFS]
2025-03.25.jj	A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Court of Common Pleas, Domestic Relations Division [JFS]
2025-03.25.kk	A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Jeffrey Feyko [JFS]

Job & Family Services, Child Support Enforcement Agency and Power Investigations, LLC. [JFS]	S
2025-03.25.mm A Resolution to Approve a Title IV-D Contract between Fairfield Countries of the Support Enforcement Agency and Mary A Boone [JFS]	
2025-03.25.nn A Resolution to Approve a Title IV-D Contract between Fairfield Country Sheriff's Office [JFS]	
2025-03.25.00 A Resolution to Approve a Title IV-D Contract between Fairfield Country Sheriff's Office [JFS]	
Fairfield County Sheriff	
2025-03.25.pp A Resolution Authorizing the Approval of a One-Year Contract Extensi Between TeamHealth/Premier Physicians Services, Inc. and the Fairfi Sheriff's Office [Sheriff]	
2025-03.25.qq A Resolution to Appropriate from Unappropriated in a Major Expendit Object Category for Sheriff's Office Fund #2442, Commissary [Sheriff	
Fairfield County Transit	
2025-03.25.rr A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Transit and Lancaster City Schools [Transit]	
South Central Major Crimes Unit	
2025-03.25.ss A Resolution Authorizing an Account-to-Account Transfer for MCU Fur #7829, Sub Fund #8353, Justice Assistance Grant 23 [Sheriff - Ma Unit]	
Payment of Bills	
2025-03.25.tt A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval [Commissioners]	sioners]
The next Regular Meeting is scheduled for April 1, 2025, 9:00	a.m.
Adjourn	

Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director; Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; Auditor, Dr. Carri Brown; Operations Administrator, Jeff Camechis; Treasurer, James Bahnsen; Recorder, Lisa McKenzie; Deputy JFS Director, Heather O'Keefe; Interim RPC Director, Holly Mattei; FCFC Manager, Tiffany Wilson; Also in attendance: Sherry Pymer, Bryan Everitt, Samantha Meadows, Beth Cotrell, Jim Cottrell, Ray Stemen, and Bob Slater II.

Virtual attendees: Shelby Hunt, Tony Vogel, Belinda Nebbergall, Jessica Murphy, Charlie Schindler, Barb Martin, Lori Hawk, Nicole Schultz, Britney Lee, Park Russell, Deborah, Abby King, Toni Ashton, David Uhl, Jeff Barron, Lori Lovas, Steven Darnell, Ashley Arter, Jane Harf, Vince Carpico, Jennifer Morgan, Jeanie Wears, Louie, Marcy Fields, and Brian Wolfe.

<u>Welcome</u>

Commissioner Fix opened the meeting by welcoming everyone in attendance.

Introduction of New Staff

Dominic Troiano, Transit OPS Manager

Mr. Kennedy introduced Mr. Troiano and shared that Transit is very happy to have the Operations Manager position filled.

Mr. Troiano shared key roles of his position and spoke about the opportunities provided by the position, and the importance of the local community to his family.

Listen & Learn, Severe Weather Awareness Week

Jon Kochis, EMA and Facilities Director, and Garrett Blevins, EMA Deputy Director

Mr. Blevins spoke about severe weather and how weather events are changing in Central Ohio and provided the following information. There has been a shift to the eastern U.S in tornadoes and in 2024 there were 74 tornadoes in Ohio. Spring 2025 weather patterns are already active, and it is important to be prepared and have a severe weather emergency plan. Being a volunteer with the Community Emergency Response Team or American Red Cross Disaster Services will also help you know how to best respond to weather emergencies. After you devise a plan, you should build an emergency kit with items for your family and your pets. You should have at least three ways in which you receive weather warnings, and you should know the difference between a tornado watch and warning. You should also know how to identify possible dangers after a storm. It is important to keep your homeowner's insurance updated and you should investigate purchasing flood insurance. Mr. Blevins also spoke about home and community safe rooms and added that the state of Ohio has a residential safe room rebate program. Walnut Township has a newly constructed community safe room that was designed to withstand up to 250 mile per hour winds and will hold 733 members of the Fairfield Beach community.

Commissioner Davis asked when the Walnut Township shelter became operational.

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Mr. Kochis and Mr. Blevins stated that the community safe room is operational, and the EMA team is working on ways to communicate information about the safe room to the community.

Mr. Blevins provided a QR code to sign up for weather alerts.

Ms. Cordle asked if employees who signed up through the county's ESS system for alerts would receive the weather alerts provided by the QR code.

Mr. Blevins replied that the weather alert provided by the QR code differs from that provided by the ESS system.

Dr. Brown asked how emergency weather information is provided to schools.

Mr. Blevins stated it is a requirement in Ohio for schools to practice fire and tornado drills. He added that EMA does help push information out to school districts.

Mr. Kochis added that when invited the Fairfield County EMA staff will provide education in schools.

Ms. McKenzie spoke about a news story which distinguished the difference between watches, warnings, and emergencies.

Mr. Kochis stated that the "emergency" level is not always heard about and indicates the greatest threat.

Mr. Blevins stated there were 1700 tornadoes across the United States in 2024 and that the U.S. has twice the number of tornadoes than any other country.

The Commissioners thanked Mr. Blevins and Mr. Kochis for their presentation and for working on the Walnut Township safe room.

Public Comments

Ray Stemen of Lancaster thanked those who acknowledged his attendance at the prior meeting and provided a prayer.

Beth Cottrell of Amanda Township spoke in opposition of utility scale solar projects in her community. She added that the Amanda Township trustees unanimously opposed the Carnation Solar project and asked the Commissioners to do the same.

Robert Slater II of Walnut Township stated that Walnut Township has finer soil than other areas of the county. He also thanked Commissioner Davis for attending the Ohio Power Siting Board (OPSB) evidentiary hearings in their entirety. He offered his concerns for the lack of participation from other community stakeholders in the hearing process and is bothered that the Farm Bureau is not more involved.

Sherry Pymer of Walnut Township spoke about the internet sites of PJM and OPSB. She added that the Eastern Cottontail name can be found throughout the PJM documents. She stated that the Ripley Solar project would be another 100 acres of solar farms in Walnut Township and that there would be approximately 5000 acres in total with all of the proposed solar projects in Fairfield County. She also spoke about a proposed data center in Walnut Township and added that there is a non-disclosure statement regarding the name of that data center's parent company.

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Samantha Meadows of Chillicothe stated she is a community advocate for National Grid Renewables. She added that her goal is to provide information at meetings regarding the project.

Legal Update

None.

County Administration Update

The County Administration Update was provided by County Administrator, Aundrea Cordle, unless otherwise noted.

Cpl. David A. Johnston Memorial Highway

State Senator Tim Schaffer (R-Lancaster) sponsored Senate Bill 145, which named a portion of Refugee Road in Fairfield County as the "Cpl. David A. Johnston Memorial Highway."

Johnston was killed in action during Operation Taylor Common in South Vietnam. He was posthumously awarded the Bronze Star, and American Legion Post 283 in Pickerington bears his name in remembrance today.

"The stretch of highway stated in Senate Bill 145 fronts our Post home and is important to not only our members, but to the only living immediate family members, a sister and brother, of David A. Johnston," according to David England of the American Legion. "It would be a great sense of pride to the veterans of the Post who honorably served our country and most certainly his sister and brother."

"Corporal Johnston was a remarkable Marine who sacrificed his life serving our nation in the Vietnam War," Schaffer said. "This son of Fairfield County deserves to be remembered for his courage and selfless service."

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 23 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

• Economic and Workforce Development has submitted a resolution to reappoint Matt Claypool, Missy Clum, Jennifer Friel, Chelsie Huffman, Nathan Hale, Kim Jeffers, and Todd Hoffman to the Area 20 Workforce Development Board. These re-appointments will commence July 1, 2025, and expire June 30, 2028.

Mr. Szabrak stated the board is a fully engaged five-county board and stated his appreciation for the commitment of the board members.

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• The Engineer's Office has a resolution to reduce truck engine noise on SR 188 in Amanda Township from approximately Creek Road to Cedar Hill Road. The Commissioners received several complaints regarding excessive noise from trucks and the Engineer's Office has worked to create a designated noise reduction zone.

Commissioner Fix asked about enforcement of the noise reduction zone.

Mr. Camechis stated that law enforcement will enforce the noise reduction and ODOT will install signs regarding the noise reduction zone.

- JFS has 13 resolutions. Eight of their resolutions are for amendments to previously approved network placement agreements where children were placed at a higher rate than the original agreement and two are to authorize service agreements.
- Regional Planning has a resolution for a change order for the CDBG Sugar Grove Rocket Way Sewer Improvements Project. This change order eliminates a manhole replacement, due to the ability to repair the existing manhole. This change will decrease the contract price by \$850.
- The Sheriff's Office has a resolution to approve the Fairfield County 9-1-1 Plan. The Fairfield County 9-1-1 Program Review Committee has provided a comprehensive plan as called for in R.C. 128.06. Section 128.08 of the R.C. requires a resolution to approve the plan. Commissioner Levacy does serve on this committee, as well as Mr. Kochis and Mr. Blevins.

Commissioners Levacy and Fix spoke about the importance of this new lifesaving technology.

• Soil & Water has a resolution of support regarding property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture. There are six farms being nominated for purchase of agricultural easements through the program, and as part of the program, the landowners must commit to donating at least 25% of the agricultural easement value. I appreciate Tony Vogel's help with this.

Budget Review

• Budget Director, Bart Hampson

Calendar Review/Invitations Received

- The Calendar and Correspondence review were provided by Ms. Menningen.

Informational Items

- United Way of Fairfield County Annual Awards Banquet, March 19, 2025, 8:00 a.m., Olivedale Senior Center, 253 Boving Rd., Lancaster
- Career Expo, March 20, 2025, 9:00 a.m.-12:30 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll

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- Retirement Party in Honor of Ginger Caito, March 24, 2025, 2:00 p.m.-4:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Lancaster City State of the Schools Address, March 27, 2025, 11:30 a.m., Stanbery Career Center, 345 E. Mulberry St., Lancaster
- Fairfield County 4-H Achievement Awards Program, April 10, 2025, 7:00 p.m., Fairfield County Fairgrounds, Ed Sands Building, 157 E. Fair Ave., Lancaster
- Canal Winchester 2025 State of the Schools & Networking Luncheon, April 23, 2025, CW Community Center, 45 E. Waterloo St., Canal Winchester
- Transit Rebranding Ribbon Cutting, April 29, 2025, 3:30 p.m., 239 W. Main St., JFS Parking Lot, Lancaster
- Save the Date, The Friends of ADAMH Annual Dinner Meeting, April 29, 2025, Crossroads Event Center, 2095 W. Fair Ave., Lancaster
- Fairfield County Grant Workshop for Nonprofits, April 30, 2025, 8:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- Lancaster Fairfield County 2025 Chamber Awards & Annual Trade Show, May 8, 2025, Trade Show 4:30 p.m.-6:00 p.m., Dinner & Awards, 6:30 p.m., Fisher Catholic High School, 1803 Granville Pk., Lancaster

Correspondence

- Explore Summer Camps Flyer 2025, Fairfield County Workforce Center, 4465
 Coonpath Rd. NW, Carroll
- Ohio Department of Taxation Letter Acknowledging Receipt of Application for Real Property Tax Exemption and Remission, March 6, 2025
- Fairfield County Municipal Court, Fees Collected Report for Criminal/Traffic Division, February 2025
- Correspondence Regarding Industrial Solar Projects

Updates from Elected Officials and Department Heads

Treasurer Bahnsen stated his office is in the process of completing the first half tax settlement.

Dr. Brown stated the Auditor's website is being updated so that residents can estimate taxes, and she provided the following information. There will be press and news releases for Sunshine Week, county-wide levies, and vendor licenses. The office is receiving good feedback from the Auditors. The review folder contains information on the Madison Township fiscal emergency status, and she believes the township will be able to get out of that status. The Board of Revision (BOR) efficiencies have reduced the number of BOR hearings needed. She also spoke about serving on the CLE subcommittee with the Ohio Supreme Court.

Mr. Szabrak stated the Workforce Center hosted legislative aides and 40 educators from across the county and southeast Ohio. He added that the Workforce Center is expecting about 250 students at the upcoming Career Expo and that all the apprenticeship students had been placed in jobs.

Mr. Kochis stated that the bid opening for the next renovation at the Workforce Center came in at \$500,000 below the estimate, and that bid was from the company who just completed Phase I.

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Mr. Neeley thanked Sheriff Lape and his staff for taking actions which resulted in significant savings at the Workforce Center. He also spoke about information provided by NACo that would impact local organizations.

Mr. Clark stated that there were two bills introduced in the House that would require chip technology and benefit replacements for customers who had benefits stolen from them.

Old Business

Commissioner Davis spoke about a Major Crimes Unit meeting with Administrator Cordle and Interim Commander Duff regarding reestablishing appropriate protocols and controls for fiscal management.

Commissioner Levacy spoke about attending the groundbreaking for Emerald Place and added that the housing complex was the first development in the area under the low income tax credit program. He further added that developments are often built to minimum standards, but Emerald Place had many amenities not typically seen.

Commissioner Fix stated that he is continuing to meet with townships and villages regarding partnerships and the comprehensive plan.

New Business

Commissioner Levacy stated he will hold a meeting with the Fairfield County Veterans Hall of Fame committee and that the group has made significant progress.

Commissioner Fix spoke about the upcoming MORPC State of the Region Address.

Regular (Voting) Meeting

The Commissioners continued to the voting portion of the meeting with the following Commissioners present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director; Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; Auditor, Dr. Carri Brown; Operations Administrator, Jeff Camechis; Treasurer, James Bahnsen; Recorder, Lisa McKenzie; Deputy JFS Director, Heather O'Keefe; Interim RPC Director, Holly Mattei; FCFC Manager, Tiffany Wilson; Also in attendance: Sherry Pymer, Bryan Everitt, Samantha Meadows, Beth Cotrell, Jim Cottrell, Ray Stemen, and Bob Slater II.

Virtual attendees: Shelby Hunt, Tony Vogel, Belinda Nebbergall, Jessica Murphy, Charlie Schindler, Barb Martin, Lori Hawk, Nicole Schultz, Britney Lee, Park Russell, Deborah, Abby King, Toni Ashton, David Uhl, Jeff Barron, Lori Lovas, Steven Darnell, Ashley Arter, Jane Harf, Vince Carpico, Jennifer Morgan, Jeanie Wears, Louie, Marcy Fields, and Brian Wolfe.

Announcements

None.

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Approval of Minutes for March 11, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, March 11, 2025, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Commissioners

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

2025-03.18.a A Resolution to Approve an Account-to-Account Transfer in a Major Object Expense Category

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Economic & Workforce Development

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

2025-03.18.b A Resolution to Approve the Reappointment of Board Members to the Area 20 Workforce Development Board

Commissioner Fix thanked the board members for their willingness to be reappointed and for the work they do on the Area 20 Workforce Development Board.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Engineer

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

2025-03.18.c	A Resolution to Approve Advertising for the FAI-CR54-0.555 GRE-22 Campground Road Bridge Replacement Project
2025-03.18.d	A Resolution to Approve Advertising by the County Engineer to Sell Scrap Metal and Aluminum
2025-03.18.e	A Resolution Establishing a Truck Engine Brake Noise Reduction Zone on a Designated Portion of Lancaster-Circleville Road (SR 188)

Roll call vote of the motion resulted as follows:

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

Regular Meeting #12 - 2025 – March 18, 2025

03/25/2025

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

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Family and Children First Council (FCFC):

2025-03.18.f A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund, Fund #7521, Sub-Fund #8307, Ohio Children Trust Fund – Multi System Youth Grant

Ms. Wilson thanked Morgan Fox from JFS for her assistance with FCFC funds.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Job and Family Services

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

2025-03.18.g	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Advantage Family Outreach and Foster Care and Child Protective Services
2025-03.18.h	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Family Wellness Solutions, Inc. and Child Protective Services
2025-03.18.i	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Just Like Us Enrichment Agency and Child Protective Services
2025-03.18.j	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Sojourners Care Network and Child Protective Services
2025-03.18.k	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between The Bair Foundation and Child Protective Services
2025-03.18.1	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between The Village Network and Child Protective Services
2025-03.18.m	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Unk's Place and Child Protective Services
2025-03.18.n	A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between Victory House LLC and Child Protective Services

Regular Meeting #12 - 2025 – March 18, 2025

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2025-03.18.o	A Resolution Authorizing the Approval of a Service Agreement by and Between Fairfield County Job & Family Services, Child Protective Services Division and Reflections Group Home LLC
2025-03.18.p	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and the Ohio Teaching Family Association
2025-03.18.q	A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to the Fairfield County Health Department as a Memo Expenditure, Fund #2072, Public Children's Services
2025-03.18.r	A Resolution to Approve Additional appropriations by Appropriating from Unappropriated into a Major Expense Object Category, Fund #2758, Protective Service Levy
2025-03.18.s	A Resolution to Approve a Memo Receipt and Memo Expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Services Levy Fund, Respectively

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Regional Planning Commission

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

2025-03.18.t A Resolution to Approve Change Order #1 for the CDBG PY2023 Village of Sugar Grove – Rocket Way Sewer Improvements Project

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Sheriff

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

2025-03.18.u A Resolution to Approve the Fairfield County 9-1-1 Plan

Commissioner Levacy thanked those at the Sheriff's Office who worked on the plan, and Jon Kochis, for their diligence and hard work on the 9-1-1 Plan.

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Soil & Water Conservation District

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Soil & Water Conservation District:

Regular Meeting #12 - 2025 – March 18, 2025

2025-03.18.v 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: David Levacy, Steve Davis, and Jeff Fix

Approval of the Payment of Bills

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

2025-03.18.w A Resolution Authorizing the Approval of Payments of Vouchers Without

Appropriate Carry-Over Purchase Orders and the Cash Disbursement for

all Departments that are Approved by the Commissioners

Roll call vote of the motion resulted as follows:

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

Adjournment

With no further business, On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:04 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, March 25, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: David Levacy
Seconded by: Steve Davis
that the March 18, 2025, minutes were approved by the following vote:

YEAS: David Levacy, Steve Davis, and Jeff Fix
ABSTENTIONS:

*Approved on March 25, 2025

Jeff Fix
Steve Davis
Commissioner
Commissioner
Commissioner

Rochelle Menningen, Clerk

Regular Meeting #12 - 2025 – March 18, 2025

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2025-03.25.a

A Resolution to Amend Resolution 08-03.18.b, Adoption of a Public Comment Policy

WHEREAS, the Fairfield County Board of Commissioners adopted resolution 08-03.18.b, which approved the adoption of a Public Comment Policy; and

WHEREAS, the Board of Commissioners wish to update the Public Comment Policy; and

WHEREAS, the Board of Commissioners wish to address public comments for virtual/online attendees of meetings.

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 updated Public Comment Policy.

Section 2. That the Board of Commissioners' updated Public Comment Policy is effective as of the passing of this resolution.

Prepared by: Rochelle Menningen

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BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County AdministratorJeffrey D. Porter

Clerk

Rochelle Menningen

Public Comment Policy

The Purpose of Public Comments is to allow time for members of the public to provide comments to the Fairfield County Board of Commissioners. While this is a time for comments to be provided, it is not a time for questions and answers. Board of Commissioner meetings are not adversarial proceedings.

When a Board of Commissioners' meeting contains a Public Comment section, it will be listed on the meeting's agenda. Agendas are published prior to all Board of Commissioners' meetings. Public Comments are on the agenda of most Regular and Special Meetings. It is at the discretion of the Board of Commissioners whether an agenda allows time for Public Comments.

The following rules apply to any individual who wishes to speak before the Board of Commissioners during the Public Comment portion of a meeting:

- Speakers must attend a meeting in-person to present their comments. Public Comments
 cannot be made virtually via the Board of Commissioners' online meeting link, including
 both verbal and written comments.
- Speakers shall be called upon to present their comments during the Public Comment portion of a meeting.
- Speakers must limit their remarks to a 3 (three)-minute maximum. The Board of Commissioners, at its discretion, may waive or extend the three-minute limit.
- Speaker remarks may not contain obscenity, defamation, slander, or commercial advertising; nor will the speaker conduct themselves in violation of the R.C. 2917.11 (Disorderly Conduct) or R.C. 2917.12 (Disturbing a Lawful Meeting).
- All comments will be made to the Board of Commissioners. Others in attendance should not be specifically addressed. Permission to speak may be denied or terminated if remarks are disrespectful or antagonistic.

Individuals who would like to contact the Board of Commissioners outside of the public comment process are encouraged to do so through any of the following options:

E-mail: contact@fairfieldcountyohio.gov

Phone: 740-652-7090

Mail or through staff: 210 E. Main St., Room 302, Lancaster, OH 43130

Fairfield County Commissioners Office • 210 East Main Street • Room 301 • Lancaster, Ohio 43130 P: 740-652-7090 • F: 740-687-6048 • www.fairfieldcountyohio.gov

IN THE MATTER of approval of the Adoption of a Public Comment Policy

WHEREAS, The Board of Commissioners provides for a Public Comment period at each of the Board's Regular Meetings, and

WHEREAS, the Board of Commissioners desires to maintain order and decorum during the course of said Public Comment periods, and

WHEREAS, the Board of Commissioners does not currently have a Public Comment Policy in place,

NOW THEREFORE,		
BE IT RESOLVED by the Board of County Comm Fairfield, State of Ohio:	nissioners, County of	
SECTION 1: That the Board of Commissioners he Public Comment Policy for use at all Regular Med	• • •	ed
SECTION 2: That the County Clerk/Manager is elected officials and department heads and to present the Regular Meetings of the Board who wish to make conspicuous location at the Board of Commission	provide the Policy to attendees at all futuke public comments and post the policy in	ıre
Motion by <u>JUDITH SHUPE</u> second resolution be adopted was carried by the following YEAS: <u>SHUPE</u> , <u>KIGER</u> , <u>MYERS</u> NA ABSTENTIONS: NONE	owing vote:	he
GrafithkShupe Jon My	ADOPTED MARCH 18, 2008	

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Public Comment Policy

The following rules apply to any individual who wishes to speak before the Fairfield County Board of Commissioners during Regular Meeting sessions:

- 1. Speakers shall be called upon to present their comments during the Announcements/Public Comment period of the Meetings.
- 2. Speakers will limit their remarks to three (3) minutes maximum. The Board may, at its discretion, waive or extend the three-minute limit.
- 3. Speaker remarks may not contain obscenity, commercial advertising, defamation or slander, nor will speakers conduct themselves in violation of the "Disorderly Conduct" or the "Disturbing a Public Meeting" provision of the Ohio Revised Code. All comments will be directed to the Board of Commissioners. Permission to speak may be denied or terminated if remarks are disrespectful or antagonistic. Regular Meetings are not adversarial proceedings.

Individuals who would like to contact the Commissioners with concerns outside of the public comment process are encouraged to do so through any of the following options:

E-mail: commissioners@co.fairfield.oh.us

Mail or hand-deliver written comments to: 210 E. Main Street, 3rd Floor Lancaster, Ohio 43130

Telephone: (740) 687-7190

PUBLIC COMMENT REQUEST FORM Please read the "Rules for Public Comment" prior to completing this section PLEASE PRINT CLEARLY

NAME:	
Organization represented (if not self):	
Address:	
Telephone (optional):	

Prosecutor's Approval Page

Resolution No.

A Resolution to Amend Resolution 08-03.18.b, Which Approved the Adoption of a Public Comment Policy

(Fairfield County Commissioners)

Approved as to form on 3/20/2025 3:24:57 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.a

A Resolution to Amend Resolution 08-03.18.b, Adoption of a Public Comment Policy

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the reduction appropriations in major expenditure object categories for Fund # 2788, subfund# 8317 FY 2022 CDBG Grant - Fairfield County Commissioners

WHEREAS, the FY2022 CDBG Grant activity is completed; and

WHEREAS, a reduction of appropriations is necessary to correct the 2025 Calendar Year Budget.

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

Section 1. The County Auditor process the following reduction of \$9,847.06 in appropriations in the following categories:

<\$9,847.06> capital outlay org# 12278812

A resolution authorizing the reduction appropriations in major expenditure object categories for Fund # 2788, subfund# 8317 FY 2022 CDBG Grant - Fairfield County Commissioners

For Auditor's Office Use Only:

Section 1.

12278812 570000 capital outlay <\$9,847.06

Signature Page

Resolution No. 2025-03.25.b

A Resolution Authorizing the Reduction of Appropriations in Major Expenditure Object Categories for Fund #2788, Sub Fund #8317, FY 2022 CDBG Grant

(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.

2025-03.25.c

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund 2060 - Fairfield County Board of DD

WHEREAS, Ohio Revised Code allows for a reserve balance to equal forty percent of prior year expenditures; and,

WHEREAS, the Fairfield County Board of Developmental Disabilities wishes to set aside \$1,200,000 for future waiver match obligations,

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

Section 1. That the Board requests the Fairfield County Commissioners to appropriate from unappropriated

\$ 1,200,000 52000000 Transfers

Section 2. That the Board requests The Fairfield County Commissioners to transfer \$ 1,200,000 from fund 2060 (Board of DD) to fund 2560 (FCBDD-Medicaid Reserve):

From: 52000000 700000 Transfers To: 52256000 439100 Transfer In

For Auditor's Office Use Only:

Section 1. 52000000 700000 \$ 1,200,000

Prepared by: Cathy Anderson

cc: FCBDD



Resolution #[Resolution #] - March 18, 2025

IN THE MATTER OF FUND TRANSFERS FUND 2560

WHEREAS, the Board wishes to set aside funds for future waiver match obligations, and

WHEREAS, Ohio Revised Code allows for a reserve balance to equal forty percent of the prior year expenditures,

WHEREAS, We are recommending a transfer of \$ 1,200,000.

NOW THEREFORE,

BE IT RESOLVED BY THE Fairfield County Board of Developmental Disabilities:

Section 1: That the Board authorizes the appropriation of unappropriated funds in the amount of \$1,200,000 to 52000000 700000 (General Fund – Transfers).

Section 2: That the Board authorizes the transfer of \$ 1,200,000 from 52000000 700000 (General Fund - Transfers) to 52256000 439100 (Medicaid Reserve Fund – Transfers In).

Motion by: Seconded by: YEAS: NAYS: ABSTENTIONS:
ADOPTED:
I certify that this is a true and correct copy of Resolution #2025-03
Derek Upp, Board Secretary

Signature Page

Resolution No. 2025-03.25.c

A Resolution to Approve Additional Appropriations by Appropriating from Unappropriated into a Major Expense Object Category, Fund #2060

(Fairfield County Board of Developmental Disabilities)

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 into a Major Expenditure Object Category -1110, Clerk of Courts Legal

WHEREAS, appropriations are needed to cover expenses for 2025; and

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

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

Section 1. That the transfer of appropriations into a major expenditure object category in the amount of \$546.20 is hereby authorized as follows:

From: 11100100 Contractual Services

To: 11100100 Capital Outlay

Prepared by: Britney Lee



ITsavvy LLC 2015 Spring Road, Suite 300 Oak Brook, IL 60523 www.ITsavvy.com

Quote

Quote Details
Quote #: 3997459

Date: 03/17/2025

Payment Method: Net 30 Days

Client PO#:

Cost Center:

Shipping Method: Ground

Bill To: ACCT #: 556554 Fairfield County IT Accounts Payable 210 E Main St Lancaster, OH 43130-3854 United States 740-652-7074 Ship To: Fairfield County IT IT Dept 210 E Main St Rm 101 Lancaster, OH 43130-3854 United States 740-652-7072 Client Contact: Jimmy Gordon (P) 740-652-7085 james.gordon@fairfieldcountyohio.g ov

Client Executive: Scott Gibson (P) 312.676.5237 (F) 312.676.5238 sgibson@ITsavvy.com

Description: 2- Adobe Acrobat Pro for Clerk of Courts

Item Description	Part#	Qty	Unit Price	Total
Adobe Acrobat Pro for teams Subscription New - 1 user - VIP Select - level 2 (10-49) - net new Acrobat Pro customers only - Win, Mac - Multi North American Language Manufacturer Part #: 65324131BC02A12	23391574	2	\$273.10	\$546.20

 Subtotal:
 \$546.20

 Shipping:
 \$0.00

 Tax:
 Exempt

 TOTAL:
 \$546.20

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Account-to-Account Transfer For Auditor's Office Use Only:

Total Transfer of Appropriations \$546.20

From: 11100100, 530000, Contractual Services; \$546.20 To: 11100100, 574400, Computer Software; \$546.20

Signature Page

Resolution No. 2025-03.25.d

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #1110

(Fairfield County Clerk of Courts- Legal Division)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-03.25.e

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

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

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

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

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

\$1,048,251.68 16202401-Contractual Services

Prepared by: Julie Huggins

cc: Engineer

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

For Auditor's Office Use Only:

16202401-530100 \$1,048,251.68

Prepared by: Julie Huggins

cc: Engineer

Signature Page

Resolution No. 2025-03.25.e

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

(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.

WHEREAS, The Fairfield County Engineer has been expending funds from the Motor Vehicle fund for administrative costs attributable to the drainage repairs; and

WHEREAS, The Drainage Maintenance fund has received funds from the assessments to cover these administrative costs which have been deposited into the drainage maintenance fund as required; and

WHEREAS, it is necessary for the Motor Vehicle fund to recover the costs of these administrative and supply expenses from the drainage maintenance fund; and

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

Section 1. Request that the Fairfield County Board of Commissioner Appropriate from Unappropriated funds in the amount of \$15,368.06 into the following category:

\$220.43	30205700-Contractual Services
\$117.47	30234800-Contractual Services
\$234.95	30235000-Contractual Services
\$348.40	30236300-Contractual Services
\$226.91	30238700-Contractual Services
\$128.19	30241300-Contractual Services
\$659.90	30246400-Contractual Services
\$117.47	30246600-Contractual Services
\$117.47	30246700-Contractual Services
\$208.92	30249300-Contractual Services
\$209.71	30249600-Contractual Services
\$224.23	30251900-Contractual Services
\$112.78	30254200-Contractual Services
\$121.49	30260400-Contractual Services
\$225.79	30260500-Contractual Services
\$228.25	30260800-Contractual Services
\$128.19	30265900-Contractual Services

\$305.75	30269200-Contractual Services
\$303.07	30269300-Contractual Services
\$125.51	30274600-Contractual Services
\$111.44	30280500-Contractual Services
\$846.44	30281000-Contractual Services
\$778.96	30281600-Contractual Services
\$313.37	30281700-Contractual Services
\$120.15	30282000-Contractual Services
\$460.52	30282100-Contractual Services
\$456.50	30282200-Contractual Services
\$348.40	30282300-Contractual Services
\$121.49	30282500-Contractual Services
\$678.04	30282600-Contractual Services
\$1,133.42	30282700-Contractual Services
\$1,019.75	30282900-Contractual Services
\$1,188.14	30283000-Contractual Services
\$565.93	30283100-Contractual Services
\$117.47	30283600-Contractual Services
\$818.30	30283700-Contractual Services
\$565.93	30284200-Contractual Services
\$224.23	30284500-Contractual Services
\$812.53	30284600-Contractual Services
\$322.17	30284700-Contractual Services

Section 2. The County Commissioners approve the following expenditure and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure, impacting appropriation as if a regular County Auditor warrant, reimbursing the Motor Vehicle fund for administrative and supply expenses incurred.

Memo Receipt as reference:

16202401-434000 \$15,368.06

Memo Expenditure as referenced:

Vendor: Fairfield County Engineer's Office

Amount: \$15,368.06 Paid: 03/20/2025

30205700-543000
30234800-543000
30235000-543000
30236300-543000
30238700-543000
30241300-543000
30246400-543000
30246600-543000
30246700-543000
30249300-543000
30249600-543000
30251900-543000
30254200-543000
30260400-543000
30260500-543000
30260800-543000
30265900-543000
30269200-543000
30269300-543000
30274600-543000
30280500-543000
30281000-543000
30281600-543000
30281700-543000
30282000-543000
30282100-543000
30282200-543000
30282300-543000
30282500-543000
30282600-543000
30282700-543000
30282900-543000

\$1,188.14	30283000-543000
\$565.93	30283100-543000
\$117.47	30283600-543000
\$818.30	30283700-543000
\$565.93	30284200-543000
\$224.23	30284500-543000
\$812.53	30284600-543000
\$322.17	30284700-543000

Prepared by: Julie Huggins

cc: Engineer

For Auditor's Office Use Only:

\$220.43	30205700-543000
\$117.47	30234800-543000
\$234.95	30235000-543000
\$348.40	30236300-543000
\$226.91	30238700-543000
\$128.19	30241300-543000
\$659.90	30246400-543000
\$117.47	30246600-543000
\$117.47	30246700-543000
\$208.92	30249300-543000
\$209.71	30249600-543000
\$224.23	30251900-543000
\$112.78	30254200-543000
\$121.49	30260400-543000
\$225.79	30260500-543000
\$228.25	30260800-543000
\$128.19	30265900-543000
\$305.75	30269200-543000
\$303.07	30269300-543000
\$125.51	30274600-543000
\$111.44	30280500-543000
\$846.44	30281000-543000
\$778.96	30281600-543000
\$313.37	30281700-543000
\$120.15	30282000-543000
\$460.52	30282100-543000
\$456.50	30282200-543000
\$348.40	30282300-543000
\$121.49	30282500-543000
\$678.04	30282600-543000
\$1,133.42	30282700-543000
\$1,019.75	30282900-543000
\$1,188.14	30283000-543000
\$565.93	30283100-543000
\$117.47	30283600-543000
\$818.30	30283700-543000

\$565.93	30284200-543000
\$224.23	30284500-543000
\$812.53	30284600-543000
\$322.17	30284700-543000

Prepared by: Julie Huggins

cc: Engineer

CODE NAME

AMOUNT

2057	BALLARD LANE - WEST BANK	\$220.43	
2057	BALLARD LANE - WEST BANK (AEP)	\$4,708.77	\$4,929.20
2348	GREENCASTLE HEIGHTS	\$117.47	
2350	HAMPTON RIDGE	\$234.95	
2363	SUMMERFIELD XV	\$348.40	
2387	CRIST ESTATES	\$226.91	
2413	CANSADA ESTATES	\$128.19	
2464	CHESTER HEIGHTS	\$232.27	\$659.90
2464	CHESTER HEIGHTS	\$427.63	
2466	GROVES RIDGE	\$117.47	
2467	CARROLL ESTATES	\$117.47	
2493	HICKORY RIDGE	\$208.92	
2496	DAYSPRINGS	\$209.71	
2519	PINE HILL ESTATES	\$224.23	
2542	WINDY HILLS	\$112.78	
2604	ARBAUGH RIDGE	\$121.49	
2605	CRESCENT COVE	\$225.79	
2608	HOCKING RUN ESTATES	\$228.25	
2659	RAVINES AT TOLLGATE	\$128.19	
2692	SADDLEBROOK FARMS	\$305.75	
2693	SAGAMORE POND	\$303.07	
2746	PEYTON RIDGE	\$125.51	
2805	EVERSOLE BUSINESS PARK	\$111.44	
2810	HAAF FARMS	a \$846.44	
2816	GREENFIELD ESTATES	\$778.96	
2817	OAK CREEK	\$313.37	
2820	VALLEY VIEW	\$120.15	
2821	ASHLEY CREEK	\$460.52	
2822	BENTWOOD FARMS	\$456.50	
2823	GLENSHIRE III	\$348.40	
2825	JEFFERSON FARMS	\$121.49	
2826	MALLARD POND	\$678.04	
2827	MEADOWMOORE	\$1,133.42	
2829	SPRING CREEK	\$1,019.75	
2830	VIOLET MEADOWS	\$1,188.14	
2831	WINDING CREEK	\$565.93	
2836	OCHS/REPLAT VALLEY VIEW	\$117.47	
2837	HERON CROSSING	\$818.30	
2842	MEADOWMOORE RESERVE	\$565.93	
2845	VIEWS AT PINE HILLS	\$224.23	
2846	HERON CROSSING WEST	\$ 99.91	\$812.53
2846	HERON CROSSING WEST	\$257.46	
2846	HERSON CROSSING WEST	\$455.16	

2847	CHESAPEAKE	\$322.17		
2849	ESTATES OF LAKE FOREST	\$(666.18 N	No funds
2849	ESTATES OF LAKE FOREST		N	lo funds
2849	ESTATES OF LAKE FOREST		N	lo funds

TOTAL

\$20,076.83

Date:

02/05/25

Location: Arbaugh Rldge

Township:

Bloom

Section

Phase

Code

2604

Description of Work

Annual Inspection

ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
	Ф-рр				MVOICE
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00 \$0.00	\$0.00 \$0.00	
		0			
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

transmission of the property o		THE RESERVE OF THE PARTY OF THE	THE STREET	A SHEAT BACK I
Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	9	\$1.34	\$12.06	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$12.06

Wages Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	110010		mage	0070 0110	30% Overnega	70101	mvoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
ick Townsend	1	\$30,50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	
							\$109.4

\$109.43

Total Daily Cost

\$121.49

Date: Township:

02/25/25

Location: Ashley Creek

ship: Violet

Section Phase

Code 2821 /

Description of Work

Annual Inspection

ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
	• •	0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles		THE THE PERSON NAMED IN COLUMN 2 IN COLUMN	Constitution of the State of th
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	17	\$1.34	\$22.78	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$22.78

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	4	\$30.50	\$122.00	\$36.60	\$60.27	\$218.87	
ick Townsend	4	\$30.50	\$122.00	\$36.60	\$60.27	\$218.87	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
F	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ike Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$437.74

Total Daily Cost

\$460.52

Date: Township: 01/24/25 Walnut Location: West Bank

S

Section Phase

Code 2057 /

Description of Work

Annual Inspection
2/5 Cut Tree off roadway
2/19 Checked pump house/outle

ESCRIPTION	Supplier	Units	Price Ea.	T-4-1	
2001111 11011	ouppliel			Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	42	\$1.34	\$56.28	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$56.28

Wages Name	Hours	Rate	Mone	200/ DMC	200/ O	Total	Income to a
Ivallie	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
Nick Townsend	2	\$30.50	\$61.00	\$18.30	\$30.13	\$109.43	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
lake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$164.15

Total Daily Cost

\$220.43

Date:

02/26/25

Location: BentWood Farms

Township: Violet

Section Phase

Code 2822 ✓

Description of Work

Annual Inspection

SCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

<u>Equipment</u>		Miles			
escription		Hours*	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
	-	0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
#49 odot#253		14	\$1.34	\$18.76	
#16 odot# 221		0	\$0.77	\$0.00	
¥78 odot# 270*		0	\$3.50	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$18.76

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
		11010	···ugc	0078 5110	JON OVERHEELD	10141	MIVOICE
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	4	\$30.50	\$122.00	\$36.60	\$60.27	\$218.87	
Nick Townsend	4	\$30.50	\$122.00	\$36,60	\$60.27	\$218.87	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$437.74

Total Daily Cost

\$456.50

sheet Completed By: Jcasto

Date: Township: 01/10/25 Violet

Location: Cansada Estates

Section

Phase Code

2413

Description of Work Annual Inspection

ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
escription	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
49 odot#253	14	\$1.34	\$18.76	
16 odot# 221	0	\$0.77	\$0.00	
78 odot# 270*	0	\$3.50	\$0.00	
	- 0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$18.76

		_					
Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	o	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
losh Casto	1	\$30,50	\$30.50	\$9.15	\$15.07	\$54.72	
lick Townsend	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$109.43

Total Daily Cost

\$128.19

Date:

02/13/25

Location: Carroll Estates

Township:

GreenField

Section Phase

Code

2467

Description of Work Annual Inspection

ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	6	\$1.34	\$8.04	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$8.04

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	******		90	0070 2010	00% Overnead	1014	IIIVOICE
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
lick Townsend	1	\$30,50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$109.43

Total Daily Cost

\$117.47

Date:

12/30/24

Location: Cesapeake

Township:

Violet

Section Phase

Code

2847 🖊

Description of Work

Annual inspection

CRIPTION	Supplier	Units	Price Ea.	Total	Invoice
	Оаррисі				IIIVOICE
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

<u>Equipment</u>	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00 \$0.00	\$0.00 \$0.00	
	0			
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
#49 odot#253	14	\$1.10	\$15.40	
#16 odot# 221	0	\$0.35	\$0.00	
#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$15.40

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	3	\$28.50	\$85.50	\$25.65	\$42.24	\$153,39	
ick Townsend	3	\$28,50	\$85.50	\$25.65	\$42.24	\$153.39	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
nm Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ke Taylor	0	\$15,00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$306.77

Total Daily Cost

\$322.17

Date:

03/05/25

Location: Chester Heights

Township:

Violet

Section Phase

Code

2464

Description of Work Annual Inspection

ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
63	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
49 odot#253	10	\$1.34	\$13.40	
16 odot# 221	0	\$0.77	\$0.00	
78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$13.40

Wages	AND AND ASSESSMENT	007000000000000000000000000000000000000	THE REAL PROPERTY.		CONTACTOR DESIGNATION OF THE PERSON OF THE P		TO SHOW THE REAL PROPERTY.
Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	2	\$30.50	\$61.00	\$18.30	\$30.13	\$109,43	
Nick Townsend	2	\$30.50	\$61.00	\$18.30	\$30.13	\$109.43	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							4-1

\$218.87

Total Daily Cost

\$232.27

Date:

02/15/24 VIO Location: Chester Heights

Township:

Section Phase

Code 2464 /

Description of Work

annual inspection

8/12 Cut/Repai outlet Lat A outlet

CODIDTION					
DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
escription	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
#49 odot#253	30	\$1.10	\$33.00	
#16 odot# 221	10	\$0.35	\$3.50	
#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$36.50

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
			•				
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
eff Covell	2	\$26.51	\$53.02	\$15.91	\$26.19	\$95.12	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	4	\$26.25	\$105.00	\$31.50	\$51.87	\$188.37	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	2	\$15.00	\$30.00	\$9.00	\$14.82	\$53.82	
ake Taylor	2	\$15.00	\$30.00	\$9.00	\$14.82	\$53.82	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$391.13

Total Daily Cost

\$427.63

Sheet Completed By: JCovell sheet Completed By: Jcasto

Date:

01/17/25 Walnut Location: Cresent Cove

Township:

Section

Phase Code 2605

Description of Work

Annual Inspection

2/19 checked basin/waterway

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

\$0.00

<u>Equipment</u>	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
#49 odot#253	46	\$1.34	\$61.64	
#16 odot# 221	0	\$0.77	\$0.00	
#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$61.64

<u>Wages</u>							
Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	1.5	\$30.50	\$45.75	\$13.73	\$22.60	\$82.08	
Nick Townsend	1,5	\$30.50	\$45.75	\$13,73	\$22.60	\$82.08	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
lake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$164.15

Total Daily Cost

\$225.79

Date: Township:

02/24/25 Bloom

Location: Crist Estates

Section

Phase

Code 2387 🗸

Description of Work Annual Inspection

ESCRIPTION	Supplier	Links	Deles E-	T-4-1	
2001111 11011	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

<u>Equipment</u>	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
#49 odot#253	6	\$1.34	\$8.04	
#16 odot# 221	0	\$0.77	\$0.00	
#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$8.04

Ma							
Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	2	\$30.50	\$61.00	\$18.30	\$30.13	\$109.43	
ick Townsend	2	\$30.50	\$61.00	\$18.30	\$30.13	\$109.43	
	0	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ike Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	

\$218.87

Total Daily Cost

\$226.91

Date: Township: 01/27/25 Violet Location: DaySprings

Section

Phase

Code 2496

Description of Work

Annual Inspection

2/19 cleaned hicken bottom

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

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
r#49 odot#253	34	\$1.34	\$45.56	
r#16 odot# 221	0	\$0.77	\$0.00	
r#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$45.56

Name	Harris	D-4-	144				
Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	1.5	\$30,50	\$45.75	\$13.73	\$22.60	\$82.08	
lick Townsend	1.5	\$30.50	\$45.75	\$13.73	\$22,60	\$82.08	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15,00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$164.15

Total Daily Cost

\$209.71

sheet Completed By: Jcasto

03/25/2025

Date: Township: 01/24/25 GreenField Location: Eversole Bussiness Park

Section

Phase

Code 2805 /

Description of Work

Annual Inspection

<u>laterials</u>					
DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
r#49 odot#253	1.5	\$1.34	\$2.01	
r#16 odot# 221	0	\$0.77	\$0.00	
r#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$2.01

Name	Hours	Rate	10/	000/ DIMO	0001 0 1 1	T-4-1	
Name	nours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
Nick Townsend	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0,00	\$0.00	\$0,00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$109.43

Total Daily Cost

\$111.44

Date:

01/27/25

Location: Glenshire

Township:

Violet

Section

Phase

Code 2823 /

Description of Work

Annual Inspection

ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0 0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0 0 15	\$0.00	\$0.00	
tr#49 odot#253	15	\$1.34	\$20.10	
r#16 odot# 221	0	\$0.77	\$0.00	
r#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$20.10

<u>Vages</u>							
Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	3	\$30.50	\$91.50	\$27.45	\$45.20	\$164.15	
ick Townsend	3	\$30.50	\$91.50	\$27.45	\$45.20	\$164.15	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	

\$328.30

Total Daily Cost

\$348.40

Date: Township:

02/24/25 Bloom Location: GreenCastle Heights

8

Section Phase

Code 2348 /

Description of Work

Annual Inspection

ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	6	\$1.34	\$8.04	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$8.04

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
			_				
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
sh Casto	1	\$30.50	\$30.50	\$9.15	\$15,07	\$54.72	
lck Townsend	1	\$30.50	\$30.50	\$9,15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ke Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$109.43

Total Daily Cost

\$117.47

Date:

12/19/24

Location: Green Field Estates

Township:

GreenField

Section Phase

Code

2816

Description of Work

Annual Inspection

replaced co cap & Sleeve PH 2 co 5,13

<u>Materials</u>					
DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
" SDR Clean out plug	menards	2	\$9.99	\$19.98	
" SDR Fem Adapt	menards	2	\$13.09	\$26.18	
" NDS Round Grate	Tractor Supply	1	\$5.99	\$5.99	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$52.15

Equipment	Miles			The state of the s
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
(8)	0	\$0.00	\$0.00	
tr#49 odot#253	10	\$1.10	\$11.00	
tr#16 odot# 221	0	\$0.35	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$11.00

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
7.2	110013	Rute	**age	30 / B B W C	30 / Overneau	Total	invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
sh Casto	7	\$28.50	\$199.50	\$59.85	\$98.55	\$357.90	
ck Townsend	7	\$28.50	\$199.50	\$59.85	\$98.55	\$357.90	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
nm Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ike Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$715.81

Total Daily Cost

\$778.96

Sheet Completed By: JCovell sheet Completed By: Jcasto

Date: Township: 02/24/25

Location: Groves Ridge

pleasant

Section Phase

2466 Code

Description of Work Annual Inspection

aterials					
SCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Mail Control of the C	NOTE VIEW VESTER	RELIEFE MALE	THE REAL PROPERTY.
No. and the second seco	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	6	\$1.34	\$8.04	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$8.04

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
			_				
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
losh Casto	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
lick Townsend	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$109.43

Total Daily Cost

\$117.47

Date:

02/19/25

Location: Haaf Farms

Township:

Violet

Section

Phase

2810 Code

Description of Work

cleaned basin cleaned basin

3/10 Annual Inspection

ESCRIPTION	Supplier	Units	Drice En	Total	
2001111 11011	Oupplier		Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles		A AVENUE OF	16.15 12.65 (株元 株)
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
4)	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	60	\$1.34	\$80.40	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				\$80.40

<u>Wages</u>							
Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	7	\$30.50	\$213,50	\$64.05	\$105.47	\$383.02	
Nick Townsend	7	\$30.50	\$213.50	\$64.05	\$105.47	\$383.02	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$766.04

Total Daily Cost

\$846.44

Date:

03/07/25

Location: Hampton Ridge

Township:

Violet

Section Phase Code

2350 /

Description of Work Annual Inspection

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

\$0.00

Equipment	Miles		NATIONAL PROPERTY.	
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
r#49 odot#253	12	\$1.34	\$16.08	
r#16 odot# 221	0	\$0.77	\$0.00	
r#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$16.08

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	2	\$30.50	\$61.00	\$18.30	\$30.13	\$109.43	
ck Townsend	2	\$30.50	\$61.00	\$18.30	\$30.13	\$109.43	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ike Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$218.87

Total Daily Cost

\$234.95

Date:

02/03/25

Location: Heron Crossing

Township:

Violet

Section Phase

Code 2837 /

Description of Work

Annual Inspection 2/19 checked wq outlets 2/28 checked basins

<u>Naterials</u>	0				
DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles		MILLIAN STANDARD	Comment of the Comment
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	39	\$1.34	\$52.26	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$52.26

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
1.05	110010	Nuc	viuge	3078 8440	30 % Overneau	Total	mvoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	7	\$30.50	\$213.50	\$64.05	\$105.47	\$383.02	
lick Townsend	7	\$30.50	\$213.50	\$64.05	\$105.47	\$383.02	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$766.04

Total Daily Cost

\$818.30

								\$90.15
		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		0	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	
		0	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	
sh Casto		1	\$25.00	\$25.00	\$7.50	\$12.35	\$44.85	
eff Covell		1	\$25.25	\$25.25	\$7.58	\$12.47	\$45.30	
- ayes	Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
Vages	THE RESERVE	MESH DESIRED	Represent	31,5100 180	HINATON COLUMN	E TANK S SX		SALES THE SALES
A STATE OF	The Pay of Inc. Value		No. of Street	of Colonia was	office Supple	(fermed brother		\$9.76
					0	\$0.00	\$0.00	A
					0	\$0.00	\$0.00	
#16 odot# 22 [.]	1				16	\$0.61	\$9.76	
					0	\$0.00 \$0.00	\$0.00 \$0.00	
					0 0	\$0.00 \$0.00	\$0.00 \$0.00	
					0	\$0.00	\$0.00	
					0	\$0.00	\$0.00	
					0	\$0.00	\$0.00	
					0	\$0.00	\$0.00	
					0	\$0.00	\$0.00	
escription	5				Hours*	Price Ea.	Total	Invoice
quipmen	t				Miles			
1000000	FINE CASE	ON CONTRACT	(3) (3) (A)		新华 人以1000年2月20日		OR SHAPE	
						,	, -	\$0.00
					0	\$0.00	\$0.00	
					0	\$0.00 \$0.00	\$0.00 \$0.00	
					0	\$0.00 \$0.00	\$0.00 \$0.00	
					0 0	\$0.00 \$0.00	\$0.00 \$0.00	
					0	\$0.00	\$0.00	
					0	\$0.00	\$0.00	
					0	\$0.00	\$0.00	
ESCRIPTION	l				Units	Price Ea.	Total	Invoice
<u>laterials</u>								
	Vales Sira (il santoni		56.57/m		A THE WALLES		75 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	A SALVOYO
ctv from cb 87								
Descriptio	n of Work	The second second	-		Maria de la companya	The state of the s		- 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
15 W. W.	St. Africants a	Accordance los	(100 N S)	Code	2040	WILLIAM WELL WITH		
				Phase Code	2846			
				Section				
ownship.		Violet						
Township:					Heron Crossing W			

03/25/2025

Date:

04/26/24

Location: Heron Crossing West

Township:

VIO

Section Phase

Code

2846

Description of Work

annual inspection

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

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
r#49 odot#253	20	\$1.10	\$22.00	
r#16 odot# 221	0	\$0.35	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$22.00

Wages							
Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jeff Covell	0	\$26.51	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	5	\$26.25	\$131.25	\$39.38	\$64.84	\$235.46	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							\$235.46

\$235.46

Total Daily Cost

\$257.46

Sheet Completed By: JCovell sheet Completed By: Jcasto

Date: Township: 02/04/25 Violet Location: Heron Crossing West

Section

Phase

Code 2846

Description of Work

Annual Inspection

ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
	Capplici				mvoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	13	\$1.34	\$17.42	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$17.42

<u>Vages</u>							
Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	4	\$30.50	\$122.00	\$36.60	\$60.27	\$218.87	
lick Townsend	4	\$30,50	\$122.00	\$36.60	\$60.27	\$218.87	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$437.74

Total Daily Cost

\$455.16

sheet Completed By: Jcasto

03/25/2025

Date:

12/23/24

Location: Hickory Ridge

Township:

Greenfield

Section Phase

Code

2493

Description of Work Annual Inspection

<u>laterials</u>					
DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

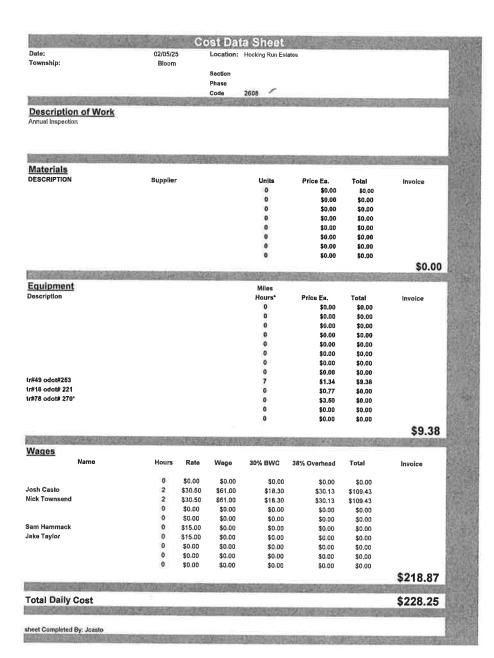
<u>Equipment</u>	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
r#49 odot#253	4	\$1.10	\$4.40	
r#16 odot# 221	0	\$0.35	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$4.40

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	110010	·····	mage	30 / 800	30 / Overneau	TOLLI	IIIVOICE
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	2	\$28.50	\$57.00	\$17,10	\$28.16	\$102.26	
lck Townsend	2	\$28.50	\$57.00	\$17.10	\$28.16	\$102.26	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
ım Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ike Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Total Daily Cost

\$208.92



2.5.25HocklngRun

03/25/2025

Date: Township: 02/07/25

Location: Jefferson Farms

Violet

Section Phase

2825 🗸 Code

Description of Work Annual Inspection

<u>aterials</u>					
ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	9	\$1.34	\$12.06	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$12.06

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	1	\$30.50	\$30,50	\$9.15	\$15.07	\$54.72	
ick Townsend	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ke Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$109.43

Total Daily Cost

\$121.49

sheet Completed By: Jcasto

03/25/2025 196

Date:

02/27/25 Violet Location: Mallard Pond

Township:

Section Phase

Code 2826

Description of Work

Annual Inspection

ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
#49 odot#253	16	\$1.34	\$21.44	
#16 odot# 221	0	\$0.77	\$0.00	
#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$21.44

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	1
None	riours	Nate	wage	30% BVVC	36% Overnead	TOLAI	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	6	\$30.50	\$183.00	\$54.90	\$90.40	\$328,30	
ick Townsend	6	\$30.50	\$183.00	\$54.90	\$90.40	\$328.30	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$656.60

Total Daily Cost

\$678.04

Date:

02/19/25

Location: Meadow Moore

Township:

Violet

Section Phase

2827 🖊 Code

Description of Work

3/17 Annual Inspection

cleaned basins

2/28 cleaned front basin 3/10/25 cleaned front basin

3/13 cleared Beaver nest s3p2MH24

Materials

<u>Materials</u>					
DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	70	\$1.34	\$93.80	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$93.80

0 9.5	\$0.00 \$30.50	Wage \$0.00	30% BWC \$0.00	38% Overhead \$0.00	Total \$0.00	Invoice
9.5		• •	\$0.00	\$0.00	£0.00	
	\$30.50			Ψ000	Φ0.00	
0.5		\$289.75	\$86.93	\$143.14	\$519.81	
9.5	\$30.50	\$289.75	\$86.93	\$143.14	\$519.81	
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0 0 0	0 \$15.00 0 \$15.00 0 \$0.00 0 \$0.00	0 \$15.00 \$0.00 0 \$15.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00	0 \$15.00 \$0.00 \$0.00 0 \$15.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00	0 \$15.00 \$0.00 \$0.00 \$0.00 0 \$15.00 \$0.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 \$0.00	0 \$15,00 \$0.00 \$0.00 \$0.00 0 \$15,00 \$0,00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 \$0.00

\$1,039.62

Total Daily Cost

\$1,133.42

Date: Township: 03/18/25

Location: MeadowmooreReserve

Violet

Section Phase

Code 2842

Description of Work Annual Inspection

ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	14	\$1.34	\$18.76	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$18.76

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	5	\$30.50	\$152.50	\$45.75	\$75,34	\$273.59	
lick Townsend	5	\$30.50	\$152.50	\$45.75	\$75,34	\$273.59	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ike Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$547.17

Total Daily Cost

\$565.93

Date:

01/02/25

Location: Oak Creek

Township: GreenField

Section Phase

Code 2817 ✓

Description of Work

Annual Inspection

<u>/laterials</u>					
ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					\$0.

Equipment Miles Description Hours' Price Ea. Total Invoice 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 tr#49 odot#253 6 \$1.10 \$6.60 tr#16 odot# 221 0 \$0.35 \$0.00 tr#78 odot# 270* 0 \$3.50 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00

Wages Name Hours Rate Wage 30% BWC 38% Overhead Total Invoice 0 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Josh Casto 3 \$28.50 \$85.50 \$25.65 \$42.24 \$153.39 Nick Townsend 3 \$28.50 \$85.50 \$25.65 \$42.24 \$153.39 0 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Sam Hammack 0 \$15.00 \$0.00 \$0.00 \$0.00 \$0.00 Jake Taylor 0 \$15.00 \$0.00 \$0.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

\$306.77

\$6.60

Total Daily Cost

\$313.37

Date:

01/13/25

Location: Ochs

Township: Pleasant

> Section Phase

2836 Code

Description of Work Annual Inspection

SCRIPTION	Supplier	11-94-	Dales Es	T-4-1	
-SORIF HOR	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	6	\$1.34	\$8.04	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$8.04

Name	Hours	Rate	Mono	30% BWC	200/ 0	Total	
Name	Hours	Rate	Wage	30% BVVC	38% Overhead	Iotai	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
ick Townsend	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$109.43

Total Daily Cost

\$117.47

Date: Township: 01/28/25 Violet Location: Peyton Ridge

Section Phase

Code 2746 /

Description of Work

Annual Inspection

ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					\$0.

Equipment Miles Description Hours* Price Ea. Total Invoice 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 tr#49 odot#253 12 \$1.34 \$16.08 tr#16 odot# 221 0 \$0.77 \$0.00 tr#78 odot# 270* 0 \$3.50 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00

<u>Nages</u>							
Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	
osh Casto	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
lick Townsend	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$109.43

Total Daily Cost

\$125.51

\$16.08

Date:

02/11/25 Bloom

Location: Pine Hill Estates

Township:

Section Phase

2519 🗸 Code

Description of Work Annual Inspection

ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	4	\$1.34	\$5.36	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$5.36

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Immelaa
	110013	Mate	wage	30 % BVVC	36% Overnead	iotai	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	2	\$30,50	\$61.00	\$18.30	\$30.13	\$109.43	
lck Townsend	2	\$30.50	\$61.00	\$18.30	\$30.13	\$109.43	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$218.87

Total Daily Cost

\$224.23

203

Date: Township:

03/07/25 Violet Location: Ravines at Tollgale

Sec

Section Phase

Code 2659 /

Description of Work

Annual Inspection

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

\$0.00

<u>Equipment</u>	Miles			an annual control of the
escription	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
449 odot#253	14	\$1.34	\$18.76	
16 odot# 221	0	\$0.77	\$0.00	
78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$18.76

		_					
Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
losh Casto	0	\$30.50	\$0.00	\$0.00	\$0.00	\$0.00	
lick Townsend	2	\$30.50	\$61.00	\$18.30	\$30.13	\$109.43	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0:00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$109.43

Total Daily Cost

\$128.19

Date: Township:

02/06/25

Location: Saddlebrook

Liberty

Sec

Section Phase

Code 2692 /

Description of Work

Annual Inspection 2/28 cleaned outlet CB

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	voice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

Equipment	Miles			W-100-100-100-100-100-100-100-100-100-10
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	24	\$1.34	\$32.16	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
				\$32.16

Wages		VE PEN		Sangar	(H. S. 24 H		
Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	2.5	\$30.50	\$76.25	\$22.88	\$37.67	\$136.79	
Nick Townsend	2.5	\$30.50	\$76.25	\$22.88	\$37.67	\$136.79	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NOTE: THE STREET WAS ASSETTED AND ASSETTED ASSET							\$273.59

	The state of the s
Total Daily Cost	\$305.75

sheet Completed By: Jcasto

\$0.00

Date: Township: 01/28/25 Violet Location: Sagamore Pond

mp: Viole

Section Phase

Code 2693 /

Description of Work

Annual Inspection 2/19 cleaned outlet CB

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
	*	0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
¥	0	\$0.00	\$0.00	
r#49 odot#253	22	\$1.34	\$29.48	
r#16 odot# 221	0	\$0.77	\$0.00	
r#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$29.48

Name	Hours	Rate	10/	200/ 1014/0	200/ 0 1 1	T-4-1	
Name	nours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	
Josh Casto	2.5	\$30.50	\$76.25	\$22.88	\$37.67	\$136.79	
Nick Townsend	2.5	\$30.50	\$76,25	\$22.88	\$37.67	\$136.79	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15,00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$273.59

Total Daily Cost

\$303.07

Date:

01/30/25 Violet Location: Spring Creek

Township:

Sect

Section Phase

Code 2829 /

Description of Work

Annual Inspection

1/31/2025

CRIPTION	Supplier	Units	Price Ea.	Total	Invoice
	очррны			TOLAI	mvoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
r#49 odot#253	26	\$1.34	\$34.84	
r#16 odot# 221	0	\$0.77	\$0.00	
r#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$34.84

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Imunico
Name	nouis	Nate	waye	30% BAAC	30% Overneau	iotai	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	9	\$30.50	\$274.50	\$82.35	\$135.60	\$492.45	
lick Townsend	9	\$30.50	\$274.50	\$82.35	\$135.60	\$492.45	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$984.91

Total Daily Cost

\$1,019.75

Date: Township: 02/10/25

Location: SummerField

Violet

Section

Phase

2363 🗸 Code

Description of Work Annual Inspection

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0 =	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

<u>Equipment</u>	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
#49 odot#253	15	\$1.34	\$20.10	
#16 odot# 221	0	\$0.77	\$0.00	
r#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$20.10

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
osh Casto	3	\$30.50	\$91.50	\$27.45	\$45.20	\$164,15	
ick Townsend	3	\$30.50	\$91.50	\$27.45	\$45.20	\$164.15	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
am Hammack	0	\$15,00	\$0.00	\$0.00	\$0.00	\$0.00	
ake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$328.30

Total Daily Cost

\$348.40

sheet Completed By: Jcasto

03/25/2025 208

Date:

01/13/25 Pleasant Location: Valley View

Township:

....

Section Phase

Code 2820 🖍

Description of Work

Annual Inspection

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					200

\$0.00

<u>Equipment</u>	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
#49 odot#253	8	\$1.34	\$10.72	
#16 odot# 221	0	\$0.77	\$0.00	
r#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$10.72

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	1	\$30.50	\$30.50	\$9,15	\$15.07	\$54.72	
Nick Townsend	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
lake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$109.43

Total Daily Cost

\$120.15

sheet Completed By: Jcasto

03/25/2025

Date:

02/13/25

Location: Views @ Pine Hills

Township: Bloom

Section Phase

> 2845 Code

Description of Work

Annual Inspection

	Price Ea.	Total	Invoice
Units			mvoice
0	\$0.00	\$0.00	
0	\$0.00	\$0.00	
0	\$0.00	\$0.00	
0	\$0.00	\$0.00	
0	\$0.00	\$0.00	
0	\$0.00	\$0.00	
0	\$0.00	\$0.00	
0	\$0.00	\$0.00	
	-	******	7-110

Equipment Miles Description Hours* Price Ea. Total Invoice 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00 tr#49 odot#253 4 \$1.34 \$5.36 tr#16 odot# 221 0 \$0.77 \$0.00 tr#78 odot# 270* 0 \$3.50 \$0.00 0 \$0.00 \$0.00 0 \$0.00 \$0.00

Wages Name Hours Rate Wage 30% BWC 38% Overhead **Total** Invoice 0 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Josh Casto 2 \$30.50 \$61.00 \$18.30 \$30.13 \$109.43 Nick Townsend 2 \$30.50 \$61.00 \$18.30 \$30.13 \$109.43 0 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Sam Hammack 0 \$15.00 \$0.00 \$0.00 \$0.00 \$0.00 Jake Taylor 0 \$15.00 \$0.00 \$0.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 0 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$218.87

\$5.36

Total Daily Cost

\$224.23

Date:

01/27/25

Location: Violet Meadows

Township:

violet

Section Phase

Code 2830 /

Description of Work

3/11 Annual Inspection

cleaned front basin 2/19 Cleaned basins

2/28 cleaned basins

3/5 Cleaned sticks out of front basin

|--|

<u>iviatei iais</u>					
DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
	9	0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			AV-14
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	70	\$1.34	\$93.80	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$93.80

Wages		2000-00	A STATE OF THE PARTY OF THE PAR	The same of the sa			
Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	10	\$30.50	\$305.00	\$91.50	\$150.67	\$547.17	
Nick Townsend	10	\$30.50	\$305.00	\$91.50	\$150.67	\$547.17	
	0	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	⊚ 0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							64 004 24

\$1,094.34

Total Daily Cost

\$1,188.14

Date: Township: 03/03/25 Violet Location: Winding Creek

Violet

Section Phase

Code 2831

Description of Work

Annual Inspection

ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	14	\$1.34	\$18.76	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$18.76

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Investor
1.4	Hours	Nate	wage	30 % B44C	30% Overneau	iotai	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	5	\$30.50	\$152.50	\$45.75	\$75.34	\$273.59	
Nick Townsend	5	\$30.50	\$152.50	\$45.75	\$75.34	\$273.59	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
lake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$547.17

Total Daily Cost

\$565.93

Date:

01/29/25 Hocking Location: Windy Hills

Township:

Sec

Section Phase

Code 2542

Description of Work

Annual Inspection

<u>aterials</u>					
ESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	

\$0.00

Equipment	Miles			
Description	Hours*	Price Ea.	Total	Invoice
	0	\$0.00	\$0.00	
£	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
tr#49 odot#253	2.5	\$1.34	\$3.35	
tr#16 odot# 221	0	\$0.77	\$0.00	
tr#78 odot# 270*	0	\$3.50	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	

\$3.35

Name	Hours	Rate	18/000	200/ DM/C	200/ 0	Total	
name	nours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
Nick Townsend	1	\$30.50	\$30.50	\$9.15	\$15.07	\$54.72	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
lake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$109.43

Total Daily Cost

\$112.78

Signature Page

Resolution No. 2025-03.25.f

A Resolution to Request Appropriations for Additional Unanticipated Receipts of Memo Receipts and Memo Expenses for Fund #2050 for Annual Inspections, Repairs, and Maintenance in Various Subdivisions as of 03/20/2025

(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.

03/25/2025 214

2025-03.25.g

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

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:

\$750,000.00 16202405-Capital Outlay

Prepared by: Julie Huggins

cc: Engineer

03/25/2025 215

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

For Auditor's Office Use Only:

16202405-573600 \$750,000.00

Prepared by: Julie Huggins

cc: Engineer

03/25/2025 216

Resolution No. 2025-03.25.g

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024, Motor Vehicle for Construction in Progress

(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 & supplies

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

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

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

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

\$75,000.00 16202405-Materials & Supplies

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

For Auditor's Office Use Only:

16202405-560000 \$75,000.00

Prepared by: Julie Huggins

cc: Engineer

Resolution No. 2025-03.25.h

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024, Motor Vehicle for Materials & Supplies

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

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

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

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

\$25,000.00 16202401-Contractual Services

Prepared by: Julie Huggins

cc: Engineer

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

For Auditor's Office Use Only:

16202401-530000 \$25,000.00

Prepared by: Julie Huggins

cc: Engineer

03/25/2025

Resolution No. 2025-03.25.i

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024, Motor Vehicle for Contractual Services

(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.

2025-03.25.j

A Resolution to Approve the Contract Bid Award for the PLE-32 & PLE-33 Bridge Replacements Project.

WHEREAS, the opening of sealed bids on March 17, 2025 for the PLE-32 & PLE-33 Bridge Replacements Project, resulted in the following bids:

Axis Civil Construction \$804,690.80 Double Z Construction \$782,949.16 BUD's Inc. \$698,171.73

WHEREAS, the Fairfield County Engineer is recommending that the Contract for the PLE-32 & PLE-33 Bridge Replacements Project be awarded to BUD's Inc.; 6260 Newark Road; Nashport, Ohio 43830 a responsive and responsible Bidder, for the amount of \$698,171.73.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve the Award to Bid in the amount of \$698,171.73, to BUD's, Inc. for the PLE-32 & PLE-33 Bridge Replacements Project.

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

Prepared by: Cheryl Downour cc: Engineering Department

Resolution No. 2025-03.25.j

A Resolution to Approve the Contract Bid Award for the PLE-32 & PLE-33 Bridge Replacements 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 Lifting Weight Reductions on County and Township Roads

WHEREAS, the Fairfield County Engineer feels the danger of damage to County Roads due to excess moisture from freezing and thawing has nearly passed, and

WHEREAS, the County Engineer is requesting this Board of Commissioners to lift the weight limit reductions on County Roads with weight limits so posted, effective March 25, 2025, and

WHEREAS, the County Engineer also recommends that the Board of Commissioners authorize the Township Trustee Boards to remove the reduction of weight limits on Township Roads where weight limits are posted as early as March 25, 2025, but no later than April 18, 2025, upon notification of the termination date to this Board of Commissioners.

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, remove the weight reductions on County Roads beginning March 25, 2025.

SECTION 2: that this Board of Commissioners resolves to authorize Township Trustees to remove the reduction of weight limits on Township Roads between March 25, 2025 and April 18, 2025, upon notification to this Board of Commissioners of the termination date.

SECTION 3: that the Clerk of this Board furnish a signed copy of this Resolution to the Fairfield County Engineer for further processing.

Prepared by: Cheryl Downour

cc: Engineering Office

Resolution No. 2025-03.25.k

A Resolution to Approve Lifting Weight Reductions on County and Township Roads (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.

2025-03.25.1

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

WHEREAS, the County Engineer is requesting approval to advertise for bids for the Purchase of Liquid Asphalt 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 Purchase of Liquid Asphalt 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. 2025-03.25.1

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

2025-03.25.m

A Resolution to Approve Advertising for the 2025 Microsurfacing Project.

WHEREAS, the County Engineer is requesting approval to advertise for bids for the 2025 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 2025 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: Randy Carter cc: Engineering Office

Resolution No. 2025-03.25.m

A Resolution to Approve Advertising for the 2025 Micro-surfacing 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 a Change Order for the 2024 Microsurfacing Project.

WHEREAS, on June 18, 2024, this Board of Commissioners awarded the Contract Bid for the 2024 Microsurfacing Project to Pavement Maintenance Systems, LLC for a Bid of \$768,287.13, and

WHEREAS, actual quantities of items used to complete this project differ from the quantities estimated in the Contract documents, as shown on the attached Change Order, and

WHEREAS, the County Engineer is requesting approval of Change Order Number One to reflect actual quantities used to date on this project, which will decrease the Contract price from \$768,287.13 to \$766,684.86.

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 approve and does hereby sign this Resolution and the attached Change Order Number One, to decrease the Contract price by \$1,602.27, making the revised cost of the 2024 Microsurfacing Project \$766,684.86.

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

Prepared by: Cheryl Downour

cc: Engineer's Office

OFFICE OF THE COUNTY ENGINEER

FAIRFIELD COUNTY, OIHO

			CHANGE ORDER			
Change Or	der No.:	1 & FINAL		Ch	ange Order Date:	3/12/2025
Contract For 2024 MICROSUR		2024 MICE	COSURFACING PROJECT			
Contractor	:	PAVEMI	ENT MAINTENANCE SYSTEMS LLC			
	You are here	ny requested	to comply with the following changes from the contract plans and specifica	ntione:		
Donavinting			to comply with the tonowing changes from the contract pinns and specific	MIOII3.		
-	n of Changes:					
2. 0 OE	Original Cont OOT, making	ract Comple the revised	amounts used during construction. Ition Date 9/27/2027, 25 days extension given for stone source issue completion date of 10/22/2024 and the substantial completion of wor so per Table 108.07-1 @ \$600/day.	es and developr k 10/29/2024.	nent of new JMF	with
Quanity an	OLIANTITY		DESCRIPTION	LINITE O	Decrease	Increase
421	QUANTITY 661	SQ YD	DESCRIPTION MICROSURFACING, SURFACE COURSE, AS PER PLAN	UNIT \$ \$3.93	In Price \$0.00	In Price \$2,597.73
	001	- OG ID	MIGNOCON NOING, CONTINUE COUNCE, NOT EXTENT	ψ3.33	\$0.00	\$0.00
	-7	Day '	Liquidated Damages	\$600.00	-\$4,200.00	\$0.00
		4,101			\$0.00	\$0.00
					\$0.00	\$0.00
			Net Change ir	TOTALS: Contract Price:	-\$4,200.00	\$2,597.73 -\$1,602.27
making the	current contra	ct price:	btracted to the original contract price of	>		\$768,287.13 \$766,684.86
This is the	final change	order and r	HANGED by 25 calendar days. o further requests for payment will be made. ent to the contract and all provisions of the contract apply hereto.			
Recommend Date: 3	M C ded - Co. Engr	N	Approved:			
	a Dodge	-04'00'	9 15:50:01	Fairfield Cou	ınty Commissione	rs
PAVEMENT MAINTENANCE SYSTEMS LLC Date: Date:						

03/25/2025

Resolution No. 2025-03.25.n

A Resolution to Approve a Change Order for the 2024 Micro-surfacing 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 appropriate from unappropriated in a major expenditure object category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane expenses

WHEREAS, additional appropriations are needed in the major expenditure object category for 2050 Subdivision 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:

\$5,000.00 30205700-Contractual Services

Prepared by: Julie Huggins

cc: Engineer

A resolution to appropriate from unappropriated in a major expenditure object category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane expenses

For Auditor's Office Use Only:

30205700-530000 \$5,000.00

Prepared by: Julie Huggins

cc: Engineer

Resolution No. 2025-03.25.o

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane Expenses

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution for Approval of Change Order No. 1 to the Contract between the McDaniels Construction and the Fairfield County Commissioners

WHEREAS, The Board of County Commissioners has previously approved a contract between McDaniels Construction and the Commissioners by resolution 2025-01.07 gg, for the installation of security barrier at the County Jail, and

WHEREAS, The Board of County Commissioners has been advised by the Facilities Manager that a change is needed from the design bid to add additional access points, and

WHEREAS, the Board of County Commissioners desires to modify the contract with the McDaniels Construction. per Change Order No. 1 to add equipment requested by the Owner; and

WHEREAS, funds have been placed in a capital projects fund for the specific purpose of the security barrier project, and a purchase order encumbering the funds for the services has been acquired.

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

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

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



Work Order Signature Document

	EZIQC Contra	act No.: COG-2147	7-GC3-A
	New Work Order	X Modify an Ex	cisting Work Order
Work Order Nu	mber: 118580.03	Work Order Date:	03/17/2025
Work Order Tit	le: Fairfield County Sheriff's Security Fen	cing - ADD Man Gate	
Owner Name:	Fairfield County Facilities Operations - 7381	Contractor Name:	McDaniel's Construction Corp.
Contact:	Jon Kochis	Contact:	Ken Jones
Phone:	740-652-7961	Phone:	(614) 258-1739
EZIQC Contract Brief Work Ord Four areas of four areas of four areas of four areas of four around the buil	encing and gates complete with electronic ding and site. Optional pricing for 4-6 bolla den Cate to project ormance	controls to control pederds at both pedestrian	estrian and vehicle traffic access
	Firm Fixed Price: \$2,151.94 rchase Order Number:		
Approvals	ſ	Date Contracto	Date





Detailed Scope of Work

To: Ken Jones McDaniel's Construction Corp. 1069 Woodland Avenue Columbus, OH 43219			From:	Jon Kochis Fairfield County Facilities Operations 240 Baldwin Drive Lancaster, OH 43130			
	(614) 258-1739			740-652-7961			
Date	Printed:	March 17, 2025					
Work	Order Number:	118580.03					
Work	Order Title:	Fairfield County Sheriff's Securit	y Fencing - ADD Mar	n Gate			
Brief	Scope:	Four areas of fencing and gates complete with electronic controls to control pedestrian and vehicle traffic access around the building and site. Optional pricing for 4-6 bollards at both pedestrian entrances on the south side of the building ADD Man Gate to project					
	Preliminar	у	Revised	X Final			
Scope 1/2' S DSI-1	e Adding 1 6Ft man ATIN BLACK .090 \ 50396 72" high X 7	ll be considered part of this scope swing gate Gate will be able to be VALL COURTYARD BARE POST 2" wide SATIN BLACK IND. 2230	e of work. e locked by padlock c 2 DSI-150523 2 1/2' STANDARD COURT				
POS1				55028ZZZ 2 1/2" Sq. X 101" ALUM GATE 6068-SSBD 2-Side Activated Latch (With			
Contr	actor		Date	_			
Owne	er		Date	_			

Contractor's Price Proposal - Summary

Date: March 17, 2025

Re: IQC Master Contract #: COG-2147-GC3-A

Work Order #: 118580.03

Owner PO #:

Title: Fairfield County Sheriff's Security Fencing - ADD Man Gate

Contractor: McDaniel's Construction Corp.

Proposal Value: \$2,151.94

Post/Gate \$2,151.94

Proposal Total \$2,151.94

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: March 17, 2025

Re: IQC Master Contract #: COG-2147-GC3-A

Work Order #:

118580.03

Owner PO #:

Title: Fairfield County Sheriff's Security Fencing - ADD Man Gate

Contractor: McDaniel's Construction Corp.

Proposal Value: \$2,151.94

	Sect.	Item	Modifer	UOM	Description	Line Tota				
abor	Equip.	Material	(Excluded	if marked	vith an X)					
ost/	Gate									
1	03 30 5	3 00 0009		CF	Hand Mix And Place 3,000 PSI ConcreteFor use where conventional	\$131.53				
					equipment access is limited or when directed by the owner.					
					Includes local aggregate, sand, bagged cement (Type I) and water. Quantity Unit Price Factor Total					
				Installatio						
				Concrete	e for 2- gate post					
2	03 30 5	3 00 0009	0026	MOD	For Up To 25 CF, Add	\$16.42				
					Quantity Unit Price Factor Total	Ψ10.12				
				Installation						
3	32 31 1:	3 13 0007		VLF	6" Diameter Hole, Auger By Machine Fence Post Hole In Soil	\$109.8				
Ū	02 01 1	0 10 0001		V	Quantity Unit Price Factor Total	•				
				Installatio	on $\frac{\text{Quantity}}{8.00 \times 11.94 \times 1.1499} = \frac{101a}{109.84}$					
				Drilling F	0.00 11.94 1.1499 lole for 2 Post					
4	32 31 1	9 00 0111		EA	6' Wide x 6' High Steel Tube Single Swing GateIncludes mounting hardware					
					and associated trim. Quantity Unit Price Factor Total					
				Installation						
				Gate	,,					
5	32 31 1	9 00 0111	0136	MOD	For Aluminum With Satin Finish, Add	\$375.8				
					Quantity Unit Price Factor Total	·				
				Installation	on 1.00 x 326.82 x 1.1499 = 375.81					
6	32 31 1	9 00 0111	0142	MOD	For 1" Square x 14 Gauge Pickets, Add	\$129.8				
					Quantity Unit Price Factor Total	•				
				Installation						

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Proposal Total

\$2,151.94

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street

Lancaster, Ohio 43130 Revisions: 000 Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order#

25003513 - 00

Purchase Order

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2026

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MCDANIEL'S CONSTRUCTION INC 1069 WOODLAND AVE COLUMBUS, OH 43219

COUNTY COMMISSIONERS

210 E MAIN ST 3RD FLOOR

LANCASTER, OH 43130

SHIP TO

MAINTENANCE DEPARTMENT 240 BALDWIN DRIVE LANCASTER, OH 43130

VENDOR PHONE NUMBER		NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
614-258-3097			3797		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
03/18/2025	8009			COMM-MAINTENANCE	
NOTES					

PO Requisitioner Name: Staci Knisley

E mail Address: staci.knisley@fairfieldcountyohio.gov

ITEM#	DESCRIPTION / PART #	QTY	иом	UNIT PRICE	EXTENDED PRICE
1	Sheriff - Security Fencing GL Account: 12343500 - 570000 \$2,151.9	1.0	EACH	\$2,151.94	\$2,151.94
	GL SUMMARY				

12343500 - 570000 \$2,151.94

Invoice Date//	Invoice Amount \$	To Be paid//	Warrant #
COUNTY AUDITOR'S CERTIFICATE			

It is hereby certified that the amount \$2,151.94 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: 03/18/2025

03/25/2025

Auditor Fairfield County, OH

Purchase Order Total \$2,151.94

ROUTING FORM FOR CONTRACTS

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$75,000.00—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):
 Under \$75,000 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$75,000 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Name and Title
* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

Rev. 9-29-23 Eff. 10-3-23 to 12-31-24

Prosecutor's Approval Page

Resolution No.

A Resolution for Approval of Change Order No. 1 to the Contract between the McDaniels Construction and the Fairfield County Commissioners

(Fairfield County Facilities)

Approved as to form on 3/18/2025 12:25:34 PM by Steven Darnell,

Resolution No. 2025-03.25.p

A Resolution for Approval of Change Order No. 1 to the Contract between the McDaniels Construction and the Fairfield County Commissioners

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-03.25.q

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2072, Children Services Fund

WHEREAS, additional appropriations are needed in the major expenditure object category for 2072, Children Services Fund; and

WHEREAS, appropriating 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 major expenditure object category:

\$78,100.00; 12207207- Transfers

Prepared by: Morgan Fox, Fiscal Officer

cc:

Appropriate from Unappropriated For Auditor's Office Use Only:

\$78,100.00

12207207; 700000; 25455; Transfers

Resolution No. 2025-03.25.q

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2072, Children Services Fund

(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 a Fund-to-Fund Transfer for Fairfield County JFS

WHEREAS, appropriations are needed in 2018 for payroll expenses for a new pilot program in 2072, Children Services Fund; and

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

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

Section 1. That the transfer of funds in the amount of \$78,100.00 is hereby authorized as follows:

From: 2072; 12207207; 700000; 25455, Transfers Out To: 2018; 12201814; 439100; 25455, Transfers In

Prepared by: Morgan Fox, Fiscal Officer

cc:

Resolution No. 2025-03.25.r

A Resolution Authorizing a Fund-to-Fund Transfer for Fairfield County JFS

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

WHEREAS, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

71700300- 434410 Reimbursement - \$32.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$32.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

Signature Page

Resolution No. 2025-03.25.s

A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to Fairfield County Health Departments as a Memo Expenditure for Fund #2072, Public Children's Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-03.25.t

A resolution authorizing the approval of repayment of an advance to the General Fund – Fund #2072 Public Children Services, Sub-fund #8182 EPIC Grant

WHEREAS, Fund #8182 - EPIC Grant; and

WHEREAS, an advance was approved on December 13, 2022, Resolution 2022-12.13.bb for \$154,399.00; and

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

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

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

DEBIT: 8182 090001 EPIC Grant - Repayment of Advance; \$52,750.59

CREDIT: 1001 223000 General Fund Advances In; \$52,750.59

Prepared by: Morgan Fox, Fiscal Officer

cc:

Signature Page

Resolution No. 2025-03.25.t

A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund, Fund #2072, Public Children Services, Sub-Fund #8182, EPIC Grant

(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 2015 reimbursing Fund 2018

WHEREAS, Fairfield County Job & Family Services and the Fairfield County Child Support Enforcement Agency merged operations January 1, 2000, and

WHEREAS, Fairfield County Job & Family Services has been expending funds from the public assistance fund for costs attributable to the Child Support Enforcement Agency (CSEA) division, and

WHEREAS, the CSEA has received funds to cover these costs and such funds have been deposited in the CSEA fund (2015) as required, and

WHEREAS, it is necessary for the public assistance fund (2018) to recover the costs from the CSEA fund (2015), and

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt, for costs owed to the PA fund:

12201807-434008 (Reimbursement from the CSEA) \$34,103.14

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of shared costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, reimbursing the public assistance fund for costs incurred by the CSEA.

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12201507 900000 Reimburse Public Assistance

Amount: \$34,103.14

Subject to final quarterly reconciliation from ODJFS

Prepared by: Morgan Fox, Fiscal Officer

cc: JFS Finance

CSEA to PA Shared	Owed to PA F	ved to PA Fund Paid to PA Fund		Balance		Notes
2025						
Jan-24	\$ 17,334	1.16 \$	41,543.90	\$ 1	7,334.16	Resolution 2025-01.14.
Feb-24	\$ 16,768	3.98 \$	-	\$ 34	1,103.14	
Mar-24	\$ 18,852	2.59 \$	-	\$ 5	2,955.73	
Apr-24	\$ 18,852	2.59 \$	-	\$ 7	1,808.32	
May-24	\$ 18,852	2.59 \$	-	\$ 9	,660.91	
Jun-24	\$ 18,852	2.59 \$	-	\$ 109	,513.50	
Jul-24	\$ 18,852	2.59 \$	-	\$ 12	3,366.09	
Aug-24	\$ 18,852	2.59 \$		\$ 14	7,218.68	
Sep-24	\$ 18,852	2.59 \$	-	\$ 16	5,071.27	
Oct-24	\$ 18,852	2.59 \$		\$ 184	1,923.86	
Nov-24	\$ 18,852	2.59 \$	-	\$ 20	3,776.45	
Dec-24	\$ 18,852	2.59 \$	-	\$ 22	2,629.04	
Total	\$ 222,629	9.04 \$	41,543.90	N/A		Totals

03/25/2025

Signature Page

Resolution No. 2025-03.25.u

A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2015, Reimbursing Fund #2018

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund

WHEREAS, additional appropriations are needed in the major expenditure object category for 2018, Public Assistance Fund; and

WHEREAS, appropriating 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 major expenditure object category:

\$59,500.00; 12201814, Personal Services \$18,600.00; 12201814, Fringe Benefits

Prepared by: Morgan Fox, Fiscal Officer

cc:

Additional Appropriations For Auditor's Office Use Only:

Total Additional Appropriations of \$78,100.00

```
12201814; 511010; 25455, Salary, Employees; $56,800.00 12201814; 513000; 25455, OT, Overtime; $200.00 12201814; 514010; 25455, Vacation Payout; $1,000.00 12201814; 514020; 25455, Sick Payout; $1,000.00 12201814; 514030; 25455, Comp-Time Payout, $500.00 12201814; 521000; 25455, Health Insurance, $10,000.00 12201814; 521025; 25455; Hlth Ins – EAP, $50.00 12201814; 521100; 25455, Life Insurance, $50.00 12201814; 522000; 25455, Medicare, $500.00 12201814; 523000; 25455, Retirement PERS, $8,000.00
```

Please issue an Amended Certificate in the amount of \$78,100.00 to the credit of fund #2018.

Request that the Fairfield County Auditor, on behalf of the Budget Commission, update the following receipt lines: 12201814; 439100; 25455; \$78,100.00

Prepared by: Morgan Fox, Fiscal Officer

Signature Page

Resolution No. 2025-03.25.v

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund #2018, Public Assistance Fund

(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 2072 reimbursing Fund 2018

WHEREAS, Fairfield County Job & Family Services and the Fairfield County Children Services Agency merged operations effective October 1, 1995, and

WHEREAS, Fairfield County Job & Family Services expended funds and expects to expend funds from the public assistance fund for costs attributable to the Children Services division of Job and Family Services, and

WHEREAS, the Children Services division has received funds to cover these costs and such funds have been deposited in the children services fund (2072) as required, and

WHEREAS, it is necessary for the public assistance fund (2018) to recover costs from the children services fund (2072),

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:

12201807-434007 REIMCS (Reimbursement from Children Services)

\$1,234,714.13

This amount represents costs owed to the PA fund.

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of shared costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, reimbursing the public assistance fund for costs incurred by the Children Services division.

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

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12207207 900000 reimburse Public Assistance

Amount: \$1,234,714.13

Subject to final quarterly reconciliation from ODJFS

Prepared by: Morgan Fox, Fiscal Officer

Cc: JFS Finance

CPS to PA Shared	Owed to PA Fund	Soc Serv Op	Total Owed to PA	Paid to PA Fund	Balance	Notes	_Title XX Transfer	Title XX Base
	2025							
Jan-24	\$ 590,598.07		\$ 590,598.07	\$ 1,581,816.16	\$ 590,598.07	2025-01.14.x		
Feb-24	\$ 644,116.06		\$ 644,116.06	\$ -	\$ 1,234,714.13			
Mar-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 1,790,010.13		\$ 161,605.50	\$ 85,589.84
Apr-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 2,345,306.13			
May-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 2,900,602.13			
Jun-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 3,455,898.13		\$ 82,158.83	\$ 38,000.00
Jul-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 4,011,194.13			
Aug-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 4,566,490.13			
Sep-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 5,121,786.13		\$ 165,991.00	\$ 46,699.00
Oct-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 5,677,082.13			
Nov-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 6,232,378.13			
Dec-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 6,787,674.13		\$ 161,605.50	\$ 77,256.50
Total	\$ 6,787,674.13	\$ -	\$ 6,787,674.13	\$ 1,581,816.16	N/A	Totals	\$ 571,360.83	\$ 247,545.34

03/25/2025

Signature Page

Resolution No. 2025-03.25.w

A Resolution to Approve a Memo Receipt and Expenditure, Fund #2072, Reimbursing Fund #2018

(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.

2025-03.25.x

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between ENA, 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 ENA, Inc. PO Box 6 Pedro, OH 45659 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 April 1st, 2024 through March 31st, 2025; 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 ENA, Inc.

Prepared by: Morgan Fox cc: JFS / Fiscal Specialist

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

Purchase Order

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 002

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

25001979 - 02

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

VENDOR

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NECCO, LLC NECCO 1404 RACE STREET CINCINNATI, OH 45202

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

VENDOR PHONE NUMBER		DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
			2076		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
01/01/2025	13358			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	\$52,000.00	\$52,000.00

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

It is hereby certified that the amount \$52,000.00 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: 01/01/2025

Auditor Fairfield County OH

Total Ext. Price	\$52,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$52,000.00

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 ENA, Inc. hereinafter "Provider," whose address is:

ENA, Inc. Po Box 6 Pedro, OH 45659

Collectively the "Parties".

03/25/2025

Contract ID: 19410081 Originally Dated: 04/01/2024 to 03/31/2025

Contract ID: 19410081 Fairfield County Department of Job and Family Services / ENA, Inc.

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: 04/01/2024

Addenda End Date: Increased Amount: Article Name:

Alticle Name.

Addenda Reason Narrative: Addendum to include the following: Per diem \$779 (\$760 maint/\$19 admin).

Contract ID: 19410081
Fairfield County Department of Job and Family Services / ENA, Inc. 03/25/2025

SIGNATURE OF THE PARTIES

Provider: ENA, Inc.

Print Name & Title	Signature	Date
Dana Adkins - Director of Program		
Performance and Administration	D. Shans Adkins	3/10/2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date



A Contract regarding Addendum: ENA between Job and Family Services and

Approved on 3/10/2025 12:44:41 PM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 3/10/2025 3:30:25 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 regarding an amendment for a previously approved Network Placement and Related Services Agreement between ENA, Inc. and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 3/17/2025 2:57:37 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.x

A Resolution Regarding an Amendment for a Previously Approved Network Placement and Related Services Agreement between ENA, Inc. and Child Protective 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.

2025-03.25.y

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Caregiver's Helpers, Inc.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Caregiver's Helpers, Inc. 1182 Claycraft Rd Gahanna, OH 43230 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, 2025 through December 31st 2025; 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 Caregiver's Helpers, Inc.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

Keith Faber Ohio Audi<u>tor</u>

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: Caregiver's Helpers Date: 3/5/2025 1:58:08 PM

This search produced the following list of **19** possible matches:

Name/Organization	Address
Carey, Charles	P.O. Box 257
Carnahan, Dean	54 W. Elm St.
Carothers, Joe	32 CR 8
Carpenter, Wanda	2008 Twp. Rd. 223
Carpenter, Berry	PO Box 69, 1580 State Route 56
Carr, James	9 Schubert Drive
Carroll, Matt	3045 Keswick Road
Carter, Phillip	2711 Bridgewater Lane
Carter, Dale	351 Kenyon Avenue
Carter, Franklin	169 Brook Valley Dr.
Carter, Franklin	7601 Harrison Avenue
Carter, Franklin	61 Ternes Ave
Carter (All About Learning), Franklin	561 Termes Avenue
Carter (All About Learning, Inc.), Franklin	600 Delaware Avenue
George Washington Carver Preparatory Academy	11260 Chester Road, Suite 260
George Washington Carver Preparatory Academy	2283 Sunbury Road
Ministerial Day Care Association	
Ministerial Day Care Association	11955 Shaker Blvd.
Vintage Coins and Cards AKA Vintage Coins and Collectibles	

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.

Ohio Department of Children and Youth

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

Caregiver's Helpers, Inc., hereinafter "Provider", whose address is:

Caregiver's Helpers, Inc. 1182 Claycraft Rd Gahanna, OH 43230

Collectively the "Parties".

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RECITALS

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 3 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 **01/01/2025** through **12/31/2025**, 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, are to 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 (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- Death of Child:
- 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

- the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of 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.
- Ο. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age fourteen (14) and above.
- Ρ. 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.
- The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to S. close no later than forty-five (45) business days prior to the occurrence.
- Т. 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.
- The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal V. meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - To provide over-the-counter medications and/or supplies as part of the per diem of care; 1.
 - 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
 - Provide an initial placement medical screening within five working days of child's placement into a 4. placement resource under the Provider's operation and/or oversight.
- To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and X. 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.
- The Network Provider agrees to notify the Agency if placement resource is currently under investigation for Y. 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 rule violation.
- 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

- will not have sufficient funds to enable it to make all payments due hereunder during such period; and
- 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <u>OAC 5101:2-42-90.</u>Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, email address, fax number if available, 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 Ohio Child Welfare Information System (Ohio CWIS) 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 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

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

activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), 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 Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

Provider shall comply with all of the following including but not limited to:

- 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 certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- 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 <u>OAC 5101:2-47-26.2</u> to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>OAC 5101:2-47-26.2.</u>The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 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. DCY 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 Caregiver's Helpers, Inc.

1182 Claycraft Rd Gahanna, OH 43230

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;
 - Blanket contractual liability;

- 4. Broad form property damage;
- 5. Severability of interests;
- 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.

- Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all B. 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.
- Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim C. and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 - 1. Additional insured endorsement:
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - Blanket contractual liability: 4.
 - 5. Punitive damages coverage (where not prohibited by law);
 - Aggregates: apply where applicable in primary; 6.
 - 7. Care, custody and control – follow form primary; and
 - Drop down feature.

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

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
 - 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."
 - Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or 3. materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 - Provider shall furnish the Agency with original certificates and amendatory endorsements effecting 4. coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

- 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:
 - 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 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). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. 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 Deputy 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 Finance 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 Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

Contract ID: 19467431 01/01/2025 - 12/31/2025

Finance 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 Finance 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 Deputy Director or authorized designee (see Consent for Medical Treatment letter).

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 4:00 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.

Contract ID: 19467431 01/01/2025 - 12/31/2025

In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

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. al facility for prompt treatment. As soon as

possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

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

SIGNATURES OF PARTIES:

Print Name & Title	Signature	Date
BIFAA C. BOB-MANUEL EXECUTIVE DIRECTOR	taka Bonara	ු
Agency: Fairfield County Department of Job and	d Family Services	
Print Name & Title	Signature	Date

Provider: Caregiver's Helpers, Inc.

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: Caregiver's Helpers, Inc. / 24603

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 Program (30342)- Excpt Need	375640			\$148.46	\$45.40						\$4.00	\$197.86	01/01/2025	12/31/2025
Treatment Foster Care Program (30342)- Excpt Need	375640			\$148.46	\$56.40						\$4.00	\$208.86	01/01/2025	12/31/2025
Treatment Foster Care Program (30342)- Excpt Need	375640			\$158.46	\$56.40						\$4.00	\$218.86	01/01/2025	12/31/2025
Treatment Foster Care Program (30342)- Excpt Need	375640			\$158.56	\$56.40						\$4.00	\$218.96	01/01/2025	12/31/2025

Run Date: 02/07/2025

Contract Period: 01/01/2025 - 12/31/2025

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

FFH

Agency: Fairfield County Department of Job and Family Services

Provider / ID: Caregiver's Helpers, Inc. / 24603

Cost Begin Cost End Service Service Person Person Maintenance Administration Case Transportation / Transporation / Other Behavioral Other Total Description Administration Maintenance Healthcare Per Date ID ID Per Diem Per Diem Management Direct Per Date Per Diem Per Diem Per Diem Per Diem Diem Services Diem Cost Per Cost Diem 375640 \$4.00 \$228.96 01/01/2025 12/31/2025 Treatment \$168.56 \$56.40 Foster Care Program (30342)-Excpt Need 375640 \$56.40 \$4.00 \$248.96 01/01/2025 12/31/2025 Treatment \$188.56 Foster Care Program (30342)-Excpt Need Treatment 377653 \$58.98 01/01/2025 12/31/2025 \$38.50 \$16.48 \$4.00 Foster Care Program (30342)-ÈΕΗ Treatment 377653 \$58.50 \$26.48 \$4.00 \$88.98 01/01/2025 12/31/2025 Foster Care Program (30342)-ÈΕΗ \$4.00 \$108.98 01/01/2025 12/31/2025 Treatment 377653 \$78.50 \$26.48 Foster Care Program (30342)-

Contract ID: 19467431
Fairfield County Department of Job and Family Services / Caregiver's Helpers, Inc. / 24603
03/25/2025

Run Date: 02/07/2025

Contract Period: 01/01/2025 - 12/31/2025

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: Caregiver's Helpers, Inc. / 24603

Run Date: 02/07/2025 Contract Period: 01/01/2025 - 12/31/2025

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 Program (30342)- Spec Need	375639			\$79.50	\$45.46						\$4.00	\$128.96	01/01/2025	12/31/2025
Treatment Foster Care Program (30342)- Spec Need	375639			\$99.50	\$45.46						\$4.00	\$148.96	01/01/2025	12/31/2025
Treatment Foster Care Program (30342)- Spec Need	375639			\$109.50	\$45.46						\$4.00	\$158.96	01/01/2025	12/31/2025



A Contract regarding Caregiver's Helpers between Job and Family Services and

Approved on 3/7/2025 10:36:55 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 3/7/2025 11:22:52 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

Purchase Order

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 001

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

25001887 - 01

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

VENDOR

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CAREGIVER'S HELPER, INC. PO BOX 2655 WESTERVILLE, OH 43086

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

VENDOR PHONE NUMBER		DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
			2037		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
01/01/2025	11735			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	\$25,000.00	\$25,000.00

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

It is hereby certified that the amount \$25,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2025

Auditor Fairfield County OH

Total Ext. Price	\$25,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$25,000.00

3/5/25, 1:58 PM SAM.gov | Search

An official website of the United States government Here's how you know Subaward Reporting is coming to SAM.gov on March × **See All Alerts Show Details** Feb 27, 2025 **Entity Validation Show Details** Feb 4, 2025 **SAM**,GOV® \leftarrow Data Bank **Data Services** Home Search Help Search **Exact Phrase** 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 **Simple Search Search Editor** Any Words (i) All Words **Exact Phrase** e.g. 1606N020Q02 "Caregiver's Helpers" X **Federal Organizations** 03/25/2025

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An official website of the U.S. General Services Administration

03/25/2025 313

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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 Caregiver's Helpers, Inc.

(Fairfield County Job and Family Services)

Approved as to form on 3/17/2025 2:59:24 PM by Steven Darnell,

03/25/2025

Signature Page

Resolution No. 2025-03.25.y

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Caregiver's Helpers, Inc.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-03.25.z

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Sojourners Care Network

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Sojourners Care Network 31860 Claypool Hollow Rd McArthur, OH 45651 and

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

WHEREAS, this agreement shall be effective January 1st, 2025 through December 31st 2025; 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 Sojourners Care Network.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer Name and Title
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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: Sojourners Care Network

Date: 3/4/2025 10:55:24 AM

This search produced the following list of **0** possible matches:

Name/Organization

Address

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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.

Purchase Order

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 001

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

25001857 - 01

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

>ENDOR

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SOJOURNERS CARE NETWORK 31860 CLAYPOOL HOLLOW RD MCARTHUR, OH 45651

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

VENDOR PHONE NU	JMBER VE	NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE		
740-596-1117		740-596-7134	2024			
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION		
01/01/2025	3163			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	иом	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$45,000.00	\$45,000.00

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

It is hereby certified that the amount \$45,000.00 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: 01/01/2025

Auditor Fairfield County OH

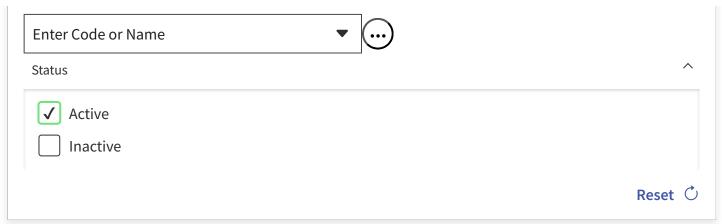
Total Ext. Price	\$45,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

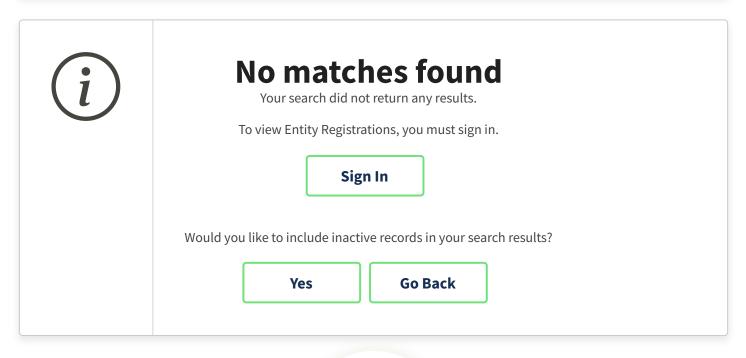
Purchase Order Total \$45,000.00

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Ohio Department of Children and Youth

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

Sojourners Care Network, hereinafter "Provider", whose address is:

Sojourners Care Network 31860 Claypool Hollow Rd Mc Arthur, OH 45651

Collectively the "Parties".

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ATTACHMENTS TO THIS AGREEMENT

ARTICLE XXXIII.

03/25/2025

APPLICABLE LAW AND VENUE

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 <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 3 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 01/01/2025 through 12/31/2025, 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.)

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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); thenC. 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.

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- 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, are to 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 (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- Absent Without Leave (AWOL):
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- Death of Child;
- 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);
- 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

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- the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of <u>OAC 5101:2-42-67</u> as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with <u>OAC 5101:2-42-19</u> for all children age fourteen (14) and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in <u>OAC 5101:2-1-01</u>, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33. OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 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 five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

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- 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 rule violation.
- 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.
- 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

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- will not have sufficient funds to enable it to make all payments due hereunder during such period; and
- 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <u>OAC 5101:2-42-90.</u>Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS)
 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.

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- 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 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

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

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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;
 - Loss of required licenses:
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 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 Children and Youth (DCY), 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

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01/01/2025 - 12/31/2025 Page 10 of 28 be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

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

- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

Provider shall comply with all of the following including but not limited to:

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with <u>ORC 2151.86</u>. <u>ORC 5103.0328</u>, <u>ORC 5103.0319</u> 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.
- 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 certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- K. Provider further agrees to comply with <u>OAC 5101:9-2-01</u> and <u>OAC 5101:9-2-05(A)(4)</u>, as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

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- 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 <u>ORC 5103.0323.</u>
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in <u>OAC 5101:2-47-26.2</u> to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>OAC 5101:2-47-26.2.</u>The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with <u>ORC 5101.11</u>, <u>ORC 5101.14</u>, and <u>OAC 5101:2-47-01</u>.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 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

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- 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. DCY 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 Sojourners Care Network

31860 Claypool Hollow Rd Mc Arthur, OH 45651

Article XVII. CONSTRUCTION

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

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Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

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

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

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

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- 4. Broad form property damage;
- 5. Severability of interests;
- 6. Personal injury; and
- 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:
 - Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 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."
 - 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.

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- 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

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- 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 <u>ORC 5153.111(B)(1)</u>. <u>ORC 2919.24</u>, and <u>ORC 2151.86</u>, and <u>OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48</u>.
- 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5. 5101:2-7. 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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01/01/2025 - 12/31/2025 Page 18 of 28 Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101;2-7-09, OAC 5101;2-9-21, and OAC 5101;2-9-22

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall 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 <u>ORC Chapters 3119</u>, <u>3121</u>, <u>3123</u>, and <u>3125</u>.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of

Contract ID: 19465231
Fairfield County Department of Job and Family Services / Sojourners Care Network

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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.

Contract ID: 19465231
Fairfield County Department of Job and Family Services / Sojourners Care Network

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ATTACHMENT

Attachment One.

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). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. 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 Deputy 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 Finance 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 Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

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Fairfield County Department of Job and Family Services / Sojourners Care Network

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Finance 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 Finance 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 Deputy Director or authorized designee (see Consent for Medical Treatment letter).

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 4:00 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.

Contract ID: 19465231 01/01/2025 - 12/31/2025

Fairfield County Department of Job and Family Services / Sojourners Care Network

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In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

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. al facility for prompt treatment. As soon as

possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

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

Contract ID: 19465231

Fairfield County Department of Job and Family Services / Sojourners Care Network

01/01/2025 - 12/31/2025

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SIGNATURES OF PARTIES:

vider: Sojourners Care Network

Print Name & Title

Print Name & Title	Signature	Date
Marcus Games Frew Director	mo	
Agency: Fairfield County Department of Job and	Family Services	
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: Sojoumers Care Network / 24495

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
Family Foster Care (30265)- FFH	81259			\$35.00	\$20.00				Politicanovas 730	n nasaan empasaven.	160.00000000	\$55.00	01/01/2025	12/31/2025
Family Foster Care (30265)- FFH	81259			\$37.14	\$24.00							\$61.14	01/01/2025	12/31/2025
Family Foster Care (30265)- FFH	81259			\$52,00	\$24.00							\$76.00	01/01/2025	12/31/2025
Family Foster Care (30265)- FFH	81259		,	\$75.00	\$24.00							\$99.00	01/01/2025	12/31/2025
Family Foster Care (30265)- FFH	81259			\$75.00	\$31.86	\$8.49	\$1.25	\$1,27	\$0.68		\$0.80	\$119.35	01/01/2025	12/31/2025
Treatment Foster Care (30195)- Excpt Need	295633			\$52.00	\$51.00	\$8.49	\$1,25	\$1.27	\$0.68		\$0.80	\$115.49	01/01/2025	12/31/2025

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: Sojourners Care Network / 24495

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 (30195)- Excpt Need	295633			\$100.00	\$31.00	Tang are parties of the same						\$131.00	01/01/2025	12/31/2025
Treatment Foster Care (30195)- Spec Need	391660			\$40.00	\$40.00							\$80.00	01/01/2025	12/31/2025
Treatment Foster Care (30195)- Spec Need	391660			\$44,33	\$31.87							\$76.20	01/01/2025	12/31/2025
Treatment Foster Care (30195)- Spec Need	391660			\$50.00	\$40.00							\$90.00	01/01/2025	12/31/2025
Treatment Foster Care (30195)- Spec Need	391660			\$52.00	\$29.00							\$81.00	01/01/2025	12/31/2025
Treatment Foster Care (30195)- Spec Need	391660			\$52.00	\$31.86	\$8.49	\$1.25	\$1.27	\$0.68		\$0.80	\$96.35	01/01/2025	12/31/2025

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: Sojourners Care Network / 24495

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 (30195)- Spec Need	391660		LOWER SIGNIC	\$52.00	\$31.86	######################################	\$1.25	\$1.27	\$0.68	\$8,49	\$0.80	\$96.35	01/01/2025	12/31/2025
Treatment Foster Care (30195)- Spec Need	391660			\$52.00	\$42.00							\$94,00	01/01/2025	12/31/2025
Treatment Foster Care (30195)- Spec Need	391660			\$70.00	\$31.86		\$1.27	\$8.49	\$1.25	\$0,68	\$0.80	\$114.35	01/01/2025	12/31/2025
Treatment Foster Care (30195)- Spec Need	391660			\$75.00	\$29.00							\$104.00	01/01/2025	12/31/2025
Treatment Foster Care (30195)- Spec Need	391660			\$75.00	\$31.60		\$1.25	\$1.27	\$0.68	\$8.49	\$0.80	\$119.09	01/01/2025	12/31/2025
Treatment Foster Care (30195)- Spec Need	391660			\$75.00	\$31.86		\$1.25	\$1,27	\$0.68	\$8.49	\$0.80	\$119.35	01/01/2025	12/31/2025

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: Sojourners Care Network / 24495

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 (30195)- Spec Need	391660			\$7 5.00	\$52.14							\$127.14	01/01/2025	12/31/2025



A Contract regarding Sojourners between Job and Family Services and

Approved on 2/21/2025 11:42:49 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 2/21/2025 1:18:44 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 authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Sojourners Care Network

(Fairfield County Job and Family Services)

Approved as to form on 3/17/2025 3:00:58 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.z

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Sojourners Care 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.

2025-03.25.aa

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Buckeye Ranch, Inc.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Buckeye Ranch, Inc. 5665 Hoover Rd Grove City, OH 43123 and

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

WHEREAS, this agreement shall be effective January 1st, 2025 through December 31st 2025; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

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

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Buckeye Ranch, Inc.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: **Buckeye Ranch, Inc** Date: **3/4/2025 10:58:59 AM**

This search produced the following list of **7** possible matches:

Name/Organization	Address
Buchanon, Peggy	
Buchert, Jacqueline	2609 Oak Haven Drive
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubli Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin-Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubln Granville Rd.

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Ohio Department of Children and Youth

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

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

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

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

and

Buckeye Ranch, Inc., hereinafter "Provider", whose address is:

Buckeye Ranch, Inc. 5665 Hoover Rd Grove City, OH 43123

Collectively the "Parties".

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ARTICLE XXXII. COUNTERPARTS

ARTICLE XXXIII. APPLICABLE LAW AND VENUE

ATTACHMENTS TO THIS AGREEMENT

RECITALS

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 3 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 **01/01/2025** through **12/31/2025**, 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.)
- 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, are to 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 (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;
- 4. Illicit drug/alcohol use: Abuse of medication or toxic substance:
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 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 fourteen (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 five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule 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 <u>OAC 5101:2-42-90.</u>Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, email address, fax number if available, 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 Ohio Child Welfare Information System (Ohio CWIS) 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 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.

- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data:
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

Provider shall comply with all of the following including but not limited to:

- 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 certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- 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 <u>OAC 5101:2-47-26.2</u> to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>OAC 5101:2-47-26.2.</u>The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14. and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 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. DCY 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

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

execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

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

if to Agency, to Fairfield County Department of Job and Family Services

239 W Main St Lancaster, OH 43130

if to Provider, to Buckeye Ranch, Inc.

5665 Hoover Rd Grove City, OH 43123

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective

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

Article XX. INSURANCE

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
 - 1. Additional insured endorsement:
 - 2. Product liability;
 - 3. Blanket contractual liability;
 - 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:
 - Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control follow form primary; and
 - 8. Drop down feature.

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 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 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). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. 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 Deputy 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 Finance 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 Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

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Finance 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 Finance 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 Deputy Director or authorized designee (see Consent for Medical Treatment letter).

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 4:00 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.

Contract ID: 19466631 01/01/2025 - 12/31/2025

Attachment Three.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

03/25/2025

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as

possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

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

Contract ID: 19466631 Fairfield County Department of Job and Family Services / Buckeye Ranch, Inc. Page 24 of 26

381

SIGNATURES OF PARTIES:

Provider: Buckeye Ranch, Inc.	

Print Name & Title	Signature	Date
Vickie Thompson-Sandy, CEO	Mandy	02/06/25
	0	

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

373645

373646

(30179)-Excpt Need Level 1 -

Traditional (30176)-FFH

Level 2 -

Specialized (30177)-Spec Need

Agency: Fairfield County Department of Job and Family Services

Provider / ID: Buckeye Ranch, Inc. / 24473

Run Date: 02/04/2025 Contract Period: 01/01/2025 - 12/31/2025

\$1.92 \$115.11 01/01/2025 12/31/2025

\$10.96 \$129.76 01/01/2025 12/31/2025

Service Service Person Person Transportation / Transporation / Other Other Cost Begin Cost End Maintenance Administration Case Behavioral Total Description ID ID Per Diem Per Diem Management Administration Maintenance Direct Healthcare Per Per Date Date Per Diem Per Diem Per Diem Services Per Diem Diem Diem Per Cost Cost Diem Intensive 373675 \$388.41 \$198.61 \$37.85 \$8.77 \$0.51 \$11.72 | \$645.87 | 01/01/2025 | 12/31/2025 Care Center (20193)\$17.01 | \$142.83 | 01/01/2025 | 12/31/2025 LEVEL 3 -107683 \$46.46 \$28.45 \$32.24 \$3.92 \$2.23 \$12.52 Exceptional (30178)-**Excpt Need** LEVEL 4 -107682 \$56.96 \$28.45 \$32.24 \$3.92 \$2.02 \$11.97 \$17.82 | \$153.38 | 01/01/2025 | 12/31/2025 Intensive

\$3.92

\$3.92

\$1.66

\$1.94

\$11.92

\$12.25

Contract ID: 19466631
Fairfield County Department of Job and Family Services / Buckeye Ranch, Inc. / 24473
03/25/2025

\$35.00

\$40.00

\$28.45

\$28.45

\$32.24

\$32.24



A Contract regarding Buckeye Ranch between Job and Family Services and

Approved on 2/7/2025 10:26:32 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 2/7/2025 10:49:08 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

Purchase Order

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 001

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

25001846 - 01

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

VENDOR

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THE BUCKEYE RANCH INC. 4653 E MAIN ST WHITEHALL, OH 43213

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO JOB & FAMILY SERVICES 239 W MAIN STREET LANCASTER, OH 43130 Phone: 740-652-7889

2018 FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
FREIGHT METHOD/TERMS	DEBARTMENT/LOCATION
	DEFARTMENT/LOCATION
	JOB & FAMILY SERVICES
_	

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$13,000.00	\$13,000.00

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

It is hereby certified that the amount \$13,000.00 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: 01/01/2025

Auditor Fairfield County OH

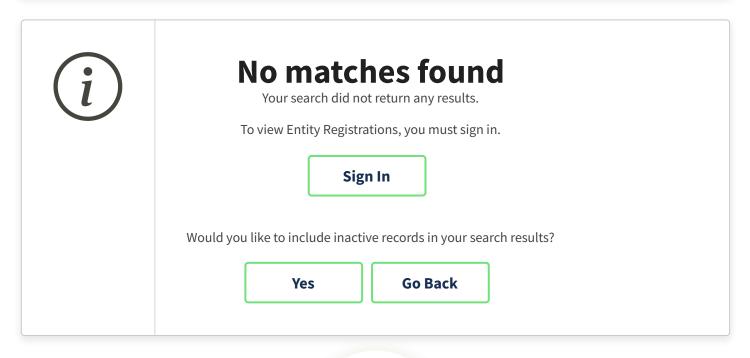
Total Ext. Price	\$13,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$13,000.00

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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 Buckeye Ranch, Inc.

(Fairfield County Job and Family Services)

Approved as to form on 3/17/2025 3:04:02 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.aa

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Buckeye Ranch, Inc.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-03.25.bb

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Willow Branches of Healing

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Willow Branches of Healing 5095 Lower Bloomfield Rd New Concord, OH 43762 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, 2025 through December 31st 2025; 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 Willow Branches of Healing.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: Willow Branches of Healing

Date: 3/4/2025 11:08:46 AM

This search produced the following list of 17 possible matches:

Name/Organization	Address
Wilcoxen, Roger	Route 1, Box 370
Willard, Wilson	
Willard III, Wilson	
Williams, Carlena	2062 Newbury Drive
Williams, Chris	5176 Benton Rd.
Williams, Christa	770 Spiegel CT, Apt 1H
Williams, Claudette	16675 Concept Drive
Williams, Derrick	5133 Well Fleet Drive
Williams, Donna	237 Maple St.
Williams, Kecia	12020 Elkridge Drive
Williams, Kecia	2800 Liberty Ellerton Road
Williams, Kristy	c/o Ohio Reformatory for Women
Williams, Monica	
Williamson, Arthur	58 West Neff Ave, Apt A
Wilson, Stephanie	9476 SR 329
Wilson, Phyllis	137 Russel Ave.
Wilson, Gehni	11637 Elder Road

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.

01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Fiscal Year 2025

Page: 1 of 1

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

25001984 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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WILLOW BRANCHES OF HEALING 5095 LOWER BLOOMFIELD RD NEW CONCORD, OH 43762

ı P 0

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

VENDOR PHONE N	UMBER VEI	NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
740-685-788	5	2086			
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
01/01/2025	14599			JOB & FAMILY SERVICES	
NOTES					

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ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$25,000.00	\$25,000.00

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

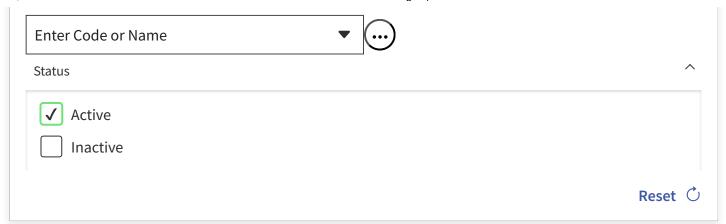
It is hereby certified that the amount \$25,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

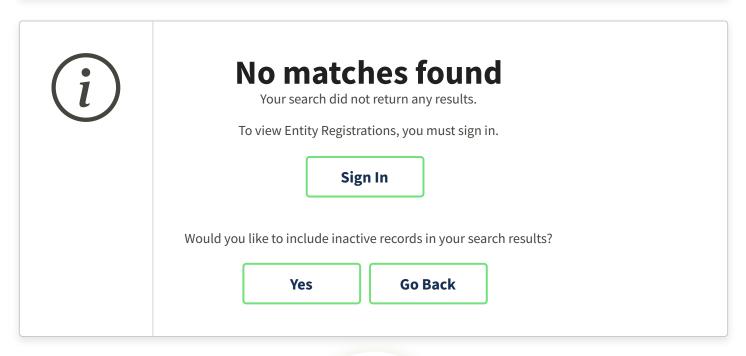
Date: 01/01/2025

Total Ext. Price	\$25,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

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Ohio Department of Children and Youth

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

Willow Branches Of Healing, hereinafter "Provider", whose address is:

Willow Branches Of Healing 5095 Lower Bloomfield Rd New Concord. OH 43762

Collectively the "Parties".

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Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

ARTICLE XV. ATTACHMENTS/ADDENDA

ARTICLE XVI. NOTICE

ARTICLE XVII. CONSTRUCTION ARTICLE XVIII. NO ASSURANCES

ARTICLE XIX. CONFLICT OF INTEREST

ARTICLE XX. INSURANCE

ARTICLE XXI. INDEMNIFICATION AND HOLD HARMLESS

ARTICLE XXII. SCREENING AND SELECTION

ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

ARTICLE XXIV. FINDINGS FOR RECOVERY

ARTICLE XXV. PUBLIC RECORDS

ARTICLE XXVI. CHILD SUPPORT ENFORCEMENT

ARTICLE XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

ARTICLE XXVIII. SUBCONTRACTING AND DELEGATION

ARTICLE XXIX. PROPERTY OF AGENCY

ARTICLE XXX. SEVERABILITY

ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED

ARTICLE XXXII. COUNTERPARTS

ARTICLE XXXIII. APPLICABLE LAW AND VENUE

ATTACHMENTS TO THIS AGREEMENT

RECITALS

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 3 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 **01/01/2025** through **12/31/2025**, 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.)
- 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, are to 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 (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;
- 4. Illicit drug/alcohol use: Abuse of medication or toxic substance:
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 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 fourteen (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 five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule 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 <u>OAC 5101:2-42-90.</u>Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, email address, fax number if available, 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 Ohio Child Welfare Information System (Ohio CWIS) 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 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.

- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data:
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

Provider shall comply with all of the following including but not limited to:

- 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 certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- 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 <u>OAC 5101:2-47-26.2</u> to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>OAC 5101:2-47-26.2.</u>The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14. and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 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. DCY 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 Willow Branches Of Healing

5095 Lower Bloomfield Rd New Concord, OH 43762

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;
 - 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:
 - Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control follow form primary; and
 - 8. Drop down feature.

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 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 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). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. 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 Deputy 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 Finance 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 Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

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Finance 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 Finance 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 Deputy Director or authorized designee (see Consent for Medical Treatment letter).

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 4:00 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.

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In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

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. al facility for prompt treatment. As soon as

possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

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

SIGNATURES OF PARTIES:

Provider: Willow Branches Of Healing

Print Name & Title	Signature	Date
Jillian Arena, Administrator	Jillian Aren	
Agency: Fairfield County Department of Job and Fa	amily Services	
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: Willow Branches Of Healing / 22899303

Service Description		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
Otsego House (20953)	7643313			\$320.00	\$30.00							\$350.00	01/01/2025	12/31/2025

Contract ID: 19466781 Fairfield County Department of Job and Family Services / Willow Branches Of Healing / 22899303 03/25/2025

Run Date: 02/05/2025

Contract Period: 01/01/2025 - 12/31/2025



A Contract regarding Willow Branches of Healing between Job and Family Services and

Approved on 2/7/2025 10:27:04 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 2/7/2025 10:49:17 AM 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 authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Willow Branches of Healing

(Fairfield County Job and Family Services)

Approved as to form on 3/17/2025 3:05:57 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.bb

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Willow Branches of Healing

(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.

2025-03.25.cc

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate Services

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Youth Advocate Services 2323 W 5th Ave 150 Columbus, OH 43204 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, 2025 through December 31st 2025; 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 Youth Advocate Services.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: Youth Advocate Services

Date: 3/4/2025 11:11:32 AM

This search produced the following list of 6 possible matches:

Name/Organization	Address
Me 2 You	5453 Aspen Road
Somali American Youth	5732 Pine Tree St. W Apt. G
Somali Bantu (Youth Community of Ohio)	3823 Sullivant Avenue
Young, Rene	6874 Goshen Road
Youth Empowerment	1500 West 3rd Street
Youth for a Positive Vision	5545 North Marginal Road, Suite 518

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.

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.

Purchase Order

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 001

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

25001858 - 01

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

>EZDOR

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YOUTH ADVOCATE SERVICES 2323 W FIFTH AVE STE 150 COLUMBUS, OH 43204

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

VENDOR PHONE N	UMBER VEI	NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE					
614-258-9927	7		2026						
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION					
01/01/2025	3221			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	\$36,000.00	\$36,000.00

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

It is hereby certified that the amount \$36,000.00 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: 01/01/2025

Auditor Fairfield County OH

 Total Ext. Price
 \$36,000.00

 Total Sales Tax
 \$0.00

 Total Freight
 \$0.00

 Total Discount
 \$0.00

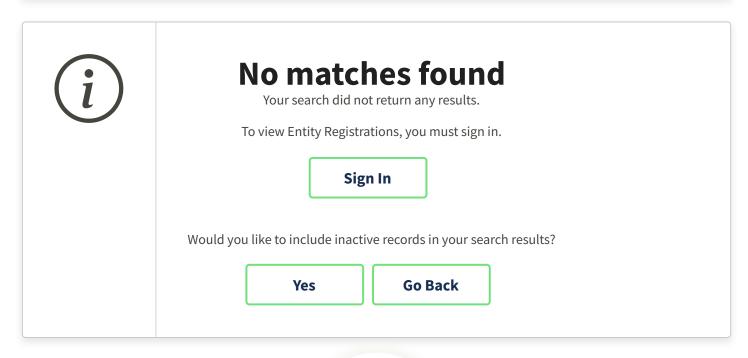
 Total Credit
 \$0.00

Purchase Order Total \$36,000.00

3/4/25, 11:11 AM SAM.gov | Search

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03/25/2025 436

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Ohio Department of Children and Youth

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

Youth Advocate Services, hereinafter "Provider", whose address is:

Youth Advocate Services 2323 W 5th Ave 150 Columbus, OH 43204

Collectively the "Parties".

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RECITALS

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 3 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 **01/01/2025** through **12/31/2025**, 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, are to 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 (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- Death of Child:
- 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

- the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of 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 fourteen (14) and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in <u>OAC 5101:2-1-01</u>, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

- 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
- 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
- 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule violation.
- 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

- will not have sufficient funds to enable it to make all payments due hereunder during such period; and
- 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <u>OAC 5101:2-42-90.</u>Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, email address, fax number if available, 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 Ohio Child Welfare Information System (Ohio CWIS) 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 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

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

activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), 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).
- Although information about, and generated under, this Agreement may fall within the public domain, the Provider E. 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.
- Н. 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:
 - Ensure the security and confidentiality of data: 1.
 - Protect against any anticipated security threats or hazards to the security or integrity of data; and 2.
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - Access controls on information systems, including controls to authenticate and permit access to a. 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);
 - Firewall protection: b.
 - 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:
 - Measures to ensure that data shall not be altered or corrupted without the prior written consent of е
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no I. 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 Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

Provider shall comply with all of the following including but not limited to:

- 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 certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- 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 <u>OAC 5101:2-47-26.2</u> to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>OAC 5101:2-47-26.2.</u>The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 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. DCY 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 Youth Advocate Services

2323 W 5th Ave 150 Columbus, OH 43204

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

C. Rehabilitation

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

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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 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). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. 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

Contract ID: 19466483

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 Deputy 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 Finance 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 Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

01/01/2025 - 12/31/2025

Finance 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 Finance 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 Deputy Director or authorized designee (see Consent for Medical Treatment letter).

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 4:00 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.

Contract ID: 19466483 01/01/2025 - 12/31/2025

In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

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. al facility for prompt treatment. As soon as

possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

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

SIGNATURES OF PARTIES:

Print Name & Title	Signature	Date
Sarah Steuer, CEO	Such Hener	2/5/2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services Provider / ID: Youth Advocate Services / 24311

Run Date: 02/05/2025 Contract Period: 01/01/2025 - 12/31/2025

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
Intermediate Program - Exceptional 1 (30200)- Excpt Need	107960			\$54.50	\$52.00							\$106.50	01/01/2025	12/31/2025
Intermediate Program - Exceptional 1 (30200)- Excpt Need	107960			\$79.50	\$52.00							\$131.50	01/01/2025	12/31/2025
Intermediate Program - Exceptional 1 (30200)- Excpt Need	107960			\$98.50	\$52.00							\$150.50	01/01/2025	12/31/2025
Intermediate Program - Exceptional 1 (30200)- Excpt Need	107960			\$104.50	\$52.00							\$156.50	01/01/2025	12/31/2025
Intermediate Program - Exceptional 1 (30200)- Excpt Need	107960			\$123.50	\$52.00							\$175.50	01/01/2025	12/31/2025
Intermediate Program - Exceptional 2 (30201)- Excpt Need	107961			\$79.54	\$73.00							\$152.54	01/01/2025	12/31/2025

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services Provider / ID: Youth Advocate Services / 24311

Run Date: 02/05/2025 Contract Period: 01/01/2025 - 12/31/2025

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management 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
Intermediate Program - Exceptional 2 (30201)- Excpt Need	107961			\$104.54	\$73.00						\$177.54	01/01/2025	12/31/2025
Intermediate Program - Exceptional 2 (30201)- Excpt Need	107961			\$123.54	\$73.00						\$196.54	01/01/2025	12/31/2025
Intermediate Program - Exceptional 2 (30201)- Excpt Need	107961			\$129.54	\$73.00						\$202.54	01/01/2025	12/31/2025
Intermediate Program - Exceptional 2 (30201)- Excpt Need	107961			\$148.54	\$73.00						\$221.54	01/01/2025	12/31/2025
Intermediate Program - Exceptional 2 (30201)- FFH	391694			\$200.00	\$68.80						\$268.80	01/01/2025	12/31/2025
Intermediate Program - Special (30199)- Spec Need	391691			\$47.47	\$48.00						\$95.47	01/01/2025	12/31/2025

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services Provider / ID: Youth Advocate Services / 24311

Run Date: 02/05/2025 Contract Period: 01/01/2025 - 12/31/2025

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
Intermediate Program - Special (30199)- Spec Need	391691			\$72.47	\$48.00							\$120.47	01/01/2025	12/31/2025
Intermediate Program - Special (30199)- Spec Need	391691			\$91.47	\$48.00							\$139.47	01/01/2025	12/31/2025
Intermediate Program - Special (30199)- Spec Need	391691			\$97.47	\$48.00							\$145.47	01/01/2025	12/31/2025
Intermediate Program - Special (30199)- Spec Need	391691			\$116.47	\$48.00							\$164.47	01/01/2025	12/31/2025
Intermediate Program - Traditional (30045)- FFH	391689			\$35.95	\$27.00							\$62.95	01/01/2025	12/31/2025
Intermediate Program - Traditional (30045)- FFH	391689			\$60.95	\$27.00							\$87.95	01/01/2025	12/31/2025

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services Provider / ID: Youth Advocate Services / 24311

Run Date: 02/05/2025 Contract Period: 01/01/2025 - 12/31/2025

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management 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
Intermediate Program - Traditional (30045)- FFH	391689			\$79.95	\$27.00						\$106.95	01/01/2025	12/31/2025
Intermediate Program - Traditional (30045)- FFH	391689			\$85.95	\$27.00						\$112.95	01/01/2025	12/31/2025
Intermediate Program - Traditional (30045)- FFH	391689			\$104.95	\$27.00						\$131.95	01/01/2025	12/31/2025

Contract ID: 19466483 Fairfield County Department of Job and Family Services / Youth Advocate Services / 24311 03/25/2025



A Contract regarding Youth Advocate Services between Job and Family Services and

Approved on 2/7/2025 10:23:35 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 2/7/2025 10:48:58 AM 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 authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate Services

(Fairfield County Job and Family Services)

Approved as to form on 3/17/2025 3:07:24 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.cc

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate 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.

2025-03.25.dd

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Gordell Enterprises LLC DBA ASUR

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Gordell Enterprises LLC DBA ASUR 1705 S 3rd St. Columbus, OH 43207 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, 2025 through January 31st 2026; 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 Gordell Enterprises LLC DBA ASUR.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: **Gordell Enterprises** Date: **2/28/2025 1:33:26 PM**

This search produced the following list of 1 possible matches:

Name/Organization	Address
Gregory, Winnie	8047Hamilton Street NW

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.

03/25/2025 470

Ohio Department of Children and Youth

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

OhioMHAS - Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers, hereinafter "Provider", whose address is:

OhioMHAS - Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers 1705 S 3rd St Columbus, OH 43207

Collectively the "Parties".

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ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT

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ATTACHMENTS TO THIS AGREEMENT

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RECITALS

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 3 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 **02/01/2025** through **01/31/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for ______ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal

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[RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- Linkage to community services.
- 3. Follow up with community service.
- Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for

02/01/2025 -01/31/2026 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, are to 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 (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;
- 4. Illicit drug/alcohol use: Abuse of medication or toxic substance:
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.

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- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of 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 fourteen (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.

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- 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 five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule 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 <u>OAC 5101:2-42-90.</u> Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, email address, fax number if available, 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 Ohio Child Welfare Information System (Ohio CWIS) 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

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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 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.

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- 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;
 - 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 Children and Youth (DCY), 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

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writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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Provider shall comply with all of the following including but not limited to:

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with 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 certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- 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 DCY. 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 5101.2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 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. DCY 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 OhioMHAS - Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers

1705 S 3rd St

Columbus, OH 43207

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

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Contract ID: 19467581

- 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;
 - Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control follow form primary; and
 - 8. Drop down feature.

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

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
 - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage

- required by these specifications.
- 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
- 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
- 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
- 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
- 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
- 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
- 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1). ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> <u>5101:2-5, 5101:2-9 and 5101:2-48</u> resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Fairfield County Department of Job and Family Services / OhioMHAS - Gordell Enterprises LLC dba

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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")

02/01/2025 -01/31/2026 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 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). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. 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 Deputy 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 Finance 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,

02/01/2025 -01/31/2026 the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance 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 Finance 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 Deputy Director or authorized designee (see Consent for Medical Treatment letter).

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 4:00 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

02/01/2025 -01/31/2026 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.

Attachment Three.

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. al facility for prompt treatment. As soon as

possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

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

SIGNATURES OF PARTIES:

Provider: OhioMHAS - Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers

Print Name & Title	Signature	Date
India Kent, Executive Director	Andia Kent, M.Psych	02/10/2025

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

03/25/2025

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: OhioMHAS - Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers / 28999742

													i	
Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Children's Residential Center	7678216			\$300.00	\$300.00							\$600.00	02/01/2025	01/31/2026
Children's Residential Center	7678216			\$350.00	\$300.00							\$650.00	02/01/2025	01/31/2026
Children's Residential Center	7678216			\$400.00	\$300.00							\$700.00	02/01/2025	01/31/2026
Children's Residential Center	7678216			\$450.00	\$300.00							\$750.00	02/01/2025	01/31/2026
Children's Residential Center	7678216			\$500.00	\$300.00							\$800.00	02/01/2025	01/31/2026
Children's Residential Center	7678216			\$550.00	\$300.00							\$850.00	02/01/2025	01/31/2026

Run Date: 02/07/2025

Contract Period: 02/01/2025 - 01/31/2026



A Contract regarding ASUR between Job and Family Services and

Approved on 2/10/2025 3:09:19 PM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 2/10/2025 3:31:12 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

03/25/2025 497

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.

03/25/2025 498

Purchase Order

Carrí L. Brown, Phd, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 001

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

25002002 - 01

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

>ENDOR

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GORDRELL ENTERPRISES LLC ASUR COUNSELING & TREATMENT CENTERS 5150 E MAIN ST (LOWER LEVEL) COLUMBUS, OH 43213

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

VENDOR PHONE NUMBER		IDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE		
			2108			
DATE ORDERED VENDOR NUMBE		DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION		
01/01/2025	18118			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	\$44,000.00	\$44,000.00

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

It is hereby certified that the amount \$44,000.00 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: 01/01/2025

Auditor Fairfield County OH

 Total Ext. Price
 \$44,000.00

 Total Sales Tax
 \$0.00

 Total Freight
 \$0.00

 Total Discount
 \$0.00

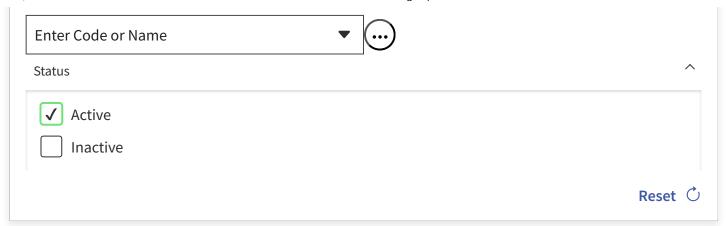
 Total Credit
 \$0.00

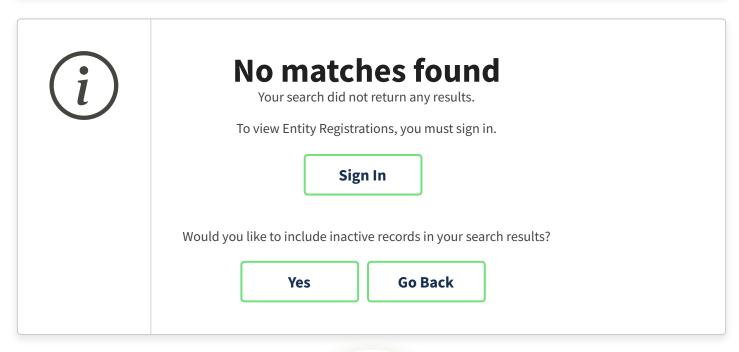
Purchase Order Total \$44,000.00

2/28/25, 1:33 PM SAM.gov | Search

An official website of the United States government Here's how you know **Entity Validation Show Details** × **See All Alerts** Feb 4, 2025 SAM.gov Scheduled Maintenance Show Details Dec 18, 2024 **SAM**,GOV® \leftarrow **Data Services** Home Search Data Bank Help Search **Exact Phrase** 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 **Simple Search Search Editor** Any Words (i) All Words Exact Phrase e.g. 1606N020Q02 "Gordell Enterprises" X **Federal Organizations** 03/25/2025

2/28/25, 1:33 PM SAM.gov | Search







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03/25/2025

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An official website of the U.S. General Services Administration

03/25/2025 502

3/3

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 Gordell Enterprises LLC DBA ASUR

(Fairfield County Job and Family Services)

Approved as to form on 3/17/2025 3:09:03 PM by Steven Darnell,

03/25/2025 503

Signature Page

Resolution No. 2025-03.25.dd

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Gordell Enterprises LLC DBA ASUR

(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.

03/25/2025 504

2025-03.25.ee

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Redemption House, Inc.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Redemption House, Inc. 359 Redondo Rd Youngstown, OH 44504 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, 2025 through January 31st 2026; 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 Redemption House, Inc.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

03/25/2025 505

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street

Lancaster, Ohio 43130 Revisions: 000

Fiscal Year 2024

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

24003692 - 00

Purchase Order

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

VENDOR

В

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REDEMPTION, INC. PO BOX 1082 **SALEM, OH 44460**

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

P 0

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

VENDOR PHONE NUMBER		NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE				
330-744-3010			3999					
DATE ORDERED VENDOR NUMB		DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION				
03/20/2024	15578			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	\$10,000.00	\$10,000.00	

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

It is hereby certified that the amount \$10,000.00 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: 03/20/2024

Total Ext. Price \$10,000.00 Total Sales Tax \$0.00 Total Freight \$0.00 **Total Discount** \$0.00 **Total Credit** \$0.00

Purchase Order Total \$10,000.00

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: **Redemption House** Date: **3/3/2025 9:29:54 AM**

This search produced the following list of 1 possible matches:

Name/Organization	Address
Alldredge, Aeneas	78 W Brighton Rd

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

03/25/2025 508

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.

03/25/2025 509

Ohio Department of Children and Youth

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

Redemption House, Inc., hereinafter "Provider", whose address is:

Redemption House, Inc. 359 Redondo Rd Youngstown, OH 44504

Collectively the "Parties".

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Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

ARTICLE XV. ATTACHMENTS/ADDENDA

ARTICLE XVI. NOTICE

ARTICLE XVII. CONSTRUCTION ARTICLE XVIII. NO ASSURANCES

ARTICLE XIX. CONFLICT OF INTEREST

ARTICLE XX. INSURANCE

ARTICLE XXI. INDEMNIFICATION AND HOLD HARMLESS

ARTICLE XXII. SCREENING AND SELECTION

ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

ARTICLE XXIV. FINDINGS FOR RECOVERY

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ARTICLE XXVI. CHILD SUPPORT ENFORCEMENT

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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 <u>5153</u> for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 3 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 **02/01/2025** through **01/31/2026**, 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.)
- 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, are to 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 (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;
- 4. Illicit drug/alcohol use: Abuse of medication or toxic substance:
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 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 fourteen (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 five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule 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 <u>OAC 5101:2-42-90.</u>Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, email address, fax number if available, 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 Ohio Child Welfare Information System (Ohio CWIS) 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 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.

- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data:
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

Provider shall comply with all of the following including but not limited to:

- 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 certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- 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 <u>OAC 5101:2-47-26.2</u> to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>OAC 5101:2-47-26.2.</u>The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14. and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 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. DCY 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 Redemption House, Inc.

359 Redondo Rd Youngstown, OH 44504

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;
 - 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:
 - Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control follow form primary; and
 - 8. Drop down feature.

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 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 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). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. 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 Deputy 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 Finance 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 Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

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Finance 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 Finance 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 Deputy Director or authorized designee (see Consent for Medical Treatment letter).

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 4:00 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.

Contract ID: 19467931 02/01/2025 - 01/31/2026

In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

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. al facility for prompt treatment. As soon as

possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

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

SIGNATURES OF PARTIES:

Provider: Redemption House, Inc.

Print Name & Title	Signature	Date
ERIN TUMBAR	Cin L. Buular	2-10-25
Agency: Fairfield County Department of Job ar	nd Family Services	
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: Redemption House, Inc. / 3792976

Run Date: 02/10/2025 Contract Period: 02/01/2025 - 01/31/2026

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
Redemption House - Boys (20649)	459633			\$184.00	\$30.00						\$24.00	\$238.00	02/01/2025	01/31/2026
Redemption House - Boys (20649)	459633			\$190.00	\$29.00						\$19.00	\$238.00	02/01/2025	01/31/2026
Redemption House - Girls (20770)	3279663			\$184.00	\$30.00						\$24.00	\$238.00	02/01/2025	01/31/2026
Redemption House - Girls	3279663			\$190.00	\$29.00						\$19.00	\$238.00	02/01/2025	01/31/2026

Contract ID: 19467931

(20770)



A Contract regarding Redemption House between Job and Family Services and

Approved on 2/11/2025 11:14:36 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 2/11/2025 2:53:52 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

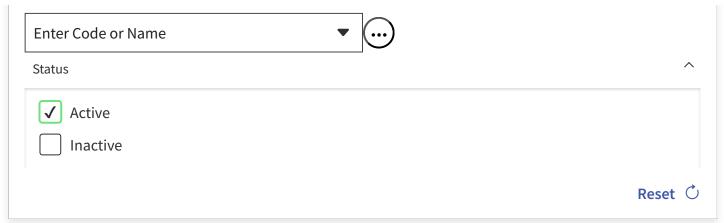
Fairfield County Job & Family Services

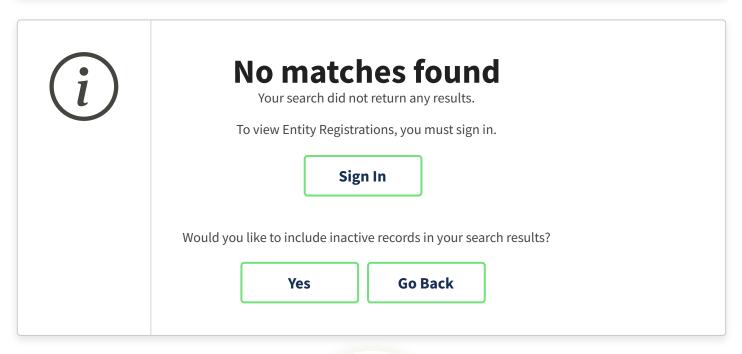
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03/25/2025 539

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 Redemption House, Inc.

(Fairfield County Job and Family Services)

Approved as to form on 3/17/2025 3:11:27 PM by Steven Darnell,

03/25/2025 540

Signature Page

Resolution No. 2025-03.25.ee

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Redemption House, Inc.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

03/25/2025 541

2025-03.25.ff

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Unk's Place

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Unk's Place 120 W 2nd St Dayton, OH 45402 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, 2025 through February 28th 2026; 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 Unk's Place.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

03/25/2025 542

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: Unk's Place
Date: 3/4/2025 11:04:07 AM

This search produced the following list of **0** possible matches:

Name/Organization

Address

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

03/25/2025 544

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.

03/25/2025 545

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Fiscal Year 2025

Page: 1 of 1

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

25003273 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

VENDOR

В

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UNK'S PLACE INC 120 W SECOND STREET DAYTON, OH 45402

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

ı P 0

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

VENDOR PHONE NUMBER		NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE				
937-979-169	9		3541					
DATE ORDERED VENDOR NUMBE		ER DATE REQUIRED FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION				
03/04/2025	15577			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	\$5,092.00	\$5,092.00	

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

It is hereby certified that the amount \$5,092.00 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: 03/04/2025

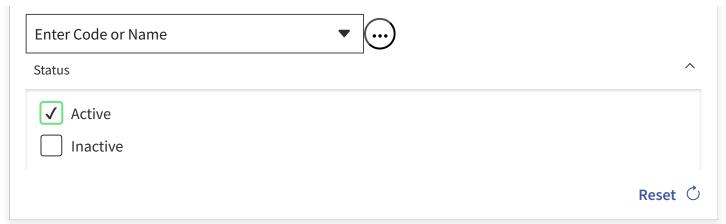
Total Ext. Price	\$5,092.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

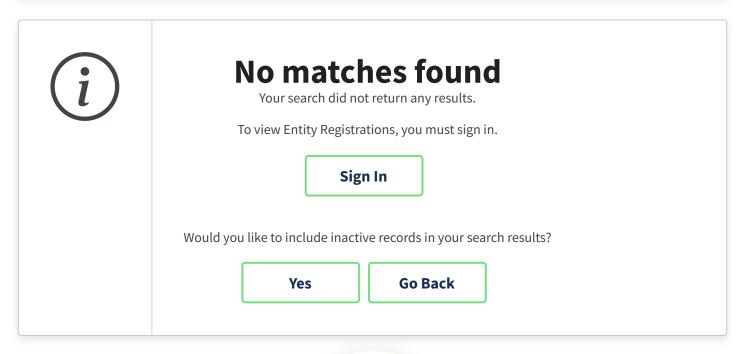
Purchase Order Total	F40	\$5,092.00
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Ohio Department of Children and Youth

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

Unk's Place, hereinafter "Provider", whose address is:

Unk's Place 120 W 2nd St Dayton, OH 45402

Collectively the "Parties".

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ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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ARTICLE XXXIII. APPLICABLE LAW AND VENUE

ATTACHMENTS TO THIS AGREEMENT

RECITALS

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 3 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 **03/01/2025** through **02/28/2026**, 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.)
- 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.
 - 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, are to 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 (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;
- 4. Illicit drug/alcohol use: Abuse of medication or toxic substance:
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 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 fourteen (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 five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule 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, email address, fax number if available, 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 Ohio Child Welfare Information System (Ohio CWIS) 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 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.

- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data:
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

Provider shall comply with all of the following including but not limited to:

- 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 certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- 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 DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>OAC 5101:2-47-26.2.</u>The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14. and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 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. DCY 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 Unk's Place

120 W 2nd St Dayton, OH 45402

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:
 - Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control follow form primary; and
 - 8. Drop down feature.

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

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

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

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

Article XXXIII. APPLICABLE LAW AND VENUE

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

ATTACHMENT

Attachment One.

Reason: Article

Section: Article 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). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. 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 Deputy 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 Finance 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 Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

Contract ID: 19469431 03/01/2025 - 02/28/2026

Fairfield County Department of Job and Family Services / Unk's Place

Finance 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 Finance 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 Deputy Director or authorized designee (see Consent for Medical Treatment letter).

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 4:00 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.

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In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

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. al facility for prompt treatment. As soon as

possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

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

SIGNATURES OF PARTIES:

 Print Name & Title	Signature	Date
Dion Sampson, Director of Operations	To Sape	02/19/2025

Provider: Unk's Place

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: Unk's Place / 23898862

Run Date: 02/19/2025 Contract Period: 03/01/2025 - 02/28/2026

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
The Davidson House (20952)	7642963			\$339.00	\$33.00							\$372.00	03/01/2025	02/28/2026
The Fisher House (20915)	7335663			\$339.00	\$33.00							\$372.00	03/01/2025	02/28/2026



A Contract regarding Unk's Place between Job and Family Services and

Approved on 2/21/2025 11:48:38 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 2/21/2025 1:20:27 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

03/25/2025 576

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 Unk's Place

(Fairfield County Job and Family Services)

Approved as to form on 3/17/2025 3:22:31 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.ff

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Unk's Place

(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.

2025-03.25.gg

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Bunker Hill Haven for Boys

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Bunker Hill Haven for Boys 1050 Garner Rd Hamilton, OH 45013 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, 2025 through February 28th 2026; 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 Bunker Hill Haven for Boys.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: Bunker Hill Haven for Boys

Date: 2/28/2025 1:39:53 PM

This search produced the following list of **0** possible matches:

Name/Organization

Address

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Ohio Department of Children and Youth

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

Bunker Hill Haven for Boys, hereinafter "Provider", whose address is:

Bunker Hill Haven for Boys 1050 Garner Rd Hamilton, OH 45013

Collectively the "Parties".

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 3 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 **03/01/2025** through **02/28/2026**, 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.)
- 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, are to 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 (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;
- 4. Illicit drug/alcohol use: Abuse of medication or toxic substance:
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 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 fourteen (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 five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule 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, email address, fax number if available, 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 Ohio Child Welfare Information System (Ohio CWIS) 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 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.

- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data:
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

Provider shall comply with all of the following including but not limited to:

- 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 certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- 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 DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>OAC 5101:2-47-26.2.</u>The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14. and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 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. DCY 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 Bunker Hill Haven for Boys

1050 Garner Rd Hamilton, OH 45013

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;
 - 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:
 - Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control follow form primary; and
 - 8. Drop down feature.

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 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 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). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. 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

Contract ID: 19468731

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 Deputy 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 Finance 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 Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

03/01/2025 - 02/28/2026

Finance 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 Finance 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 Deputy Director or authorized designee (see Consent for Medical Treatment letter).

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 4:00 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.

Contract ID: 19468731 03/01/2025 - 02/28/2026

In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

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. al facility for prompt treatment. As soon as

possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

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

SIGNATURES OF PARTIES:

Print Name & Title	Signature	Date
Lori Turner- Hansel Director Pas	LHandel	2/14/2025
		, ,
Agency: Fairfield County Department of Job and Family Se	rvices	
Print Name & Title	Signature	Date

Provider: Bunker Hill Haven for Boys

03/01/2025 - 02/28/2026 Page 25 of 26

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: Bunker Hill Haven for Boys / 24435

Run Date: 02/14/2025 Contract Period: 03/01/2025 - 02/28/2026

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
Bunker Hill Haven for Boys (20272)	107689			\$170.00	\$5.00							\$175.00	03/01/2025	02/28/2026
Bunker Hill Haven for Boys (20273)	107690			\$170.00	\$5.00							\$175.00	03/01/2025	02/28/2026
Bunker Hill Haven for Boys (20274)	107691			\$170.00	\$5.00							\$175.00	03/01/2025	02/28/2026



A Contract regarding Bunker Hill Haven for Boys between Job and Family Services and

Approved on 2/21/2025 11:46:04 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 2/21/2025 1:19:27 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

Purchase Order

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 004

Fiscal Year 2024

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

24004176 - 04

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

>ENDOR

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BUNKER HILL HAVEN TRUST BUNKER HILL HAVEN 1050 GARNER ROAD HAMILTON, OH 45013

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

VENDOR PHONE NUMBER		DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE		
4559						
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION		
04/19/2024	18275			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	\$31,620.00	\$31,620.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$31,620.00 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: 04/19/2024

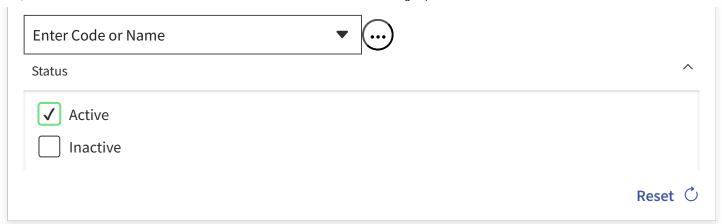
Auditor Fairfield County OH

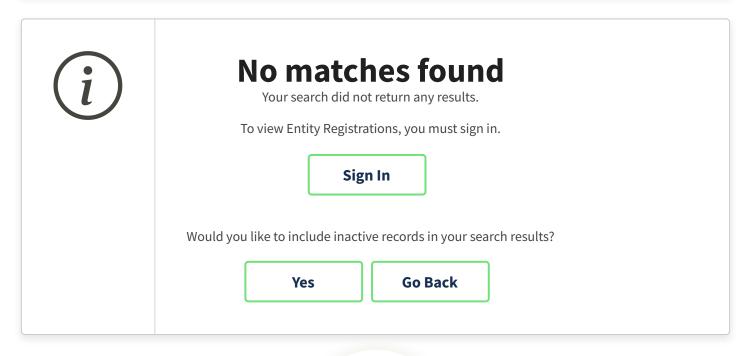
Total Ext. Price	\$31,620.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$31,620.00

2/28/25, 1:39 PM SAM.gov | Search

An official website of the United States government Here's how you know **Entity Validation Show Details** × **See All Alerts** Feb 4, 2025 SAM.gov Scheduled Maintenance Show Details Dec 18, 2024 **SAM**,GOV® \leftarrow **Data Services** Home Search Data Bank Help Search **Exact Phrase** 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 **Simple Search Search Editor** Any Words (i) All Words Exact Phrase e.g. 1606N020Q02 "Bunker Hill Haven for Boys" X **Federal Organizations** 03/25/2025







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03/25/2025

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2/28/25, 1:39 PM SAM.gov | Search

Restricted Data Use Federal Service Desk

Freedom of Information Act External Resources

Accessibility Contact



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SAM.gov

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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 Bunker Hill Haven for Boys

(Fairfield County Job and Family Services)

Approved as to form on 3/17/2025 3:28:04 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.gg

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Bunker Hill Haven for Boys

(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.

2025-03.25.hh

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Journey Home Foster Care

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Journey Home Foster Care 4040 Stone Ridge Rd Zanesville, OH 43701 and

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

WHEREAS, this agreement shall be effective April 1st, 2025 through March 31st 2026; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

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

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Journey Home Foster Care.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: Journey Home Foster Care

Date: 2/28/2025 1:55:31 PM

This search produced the following list of **0** possible matches:

Name/Organization

Address

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

01.2018 COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street

Lancaster, Ohio 43130 Revisions: 000 Fiscal Year 2025

Page: 1 of 1

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order#

25003095 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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JOURNEY HOME FOSTER CARE 4040 STONE RIDGE RD ZANESVILLE, OH 43701

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

VENDOR PHONE NUMBER		DOR FAX NUMBER	DELIVERY REFERENCE						
			3346						
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION					
02/19/2025 15528				JOB & FAMILY SERVICES					
NOTES									

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$350.00	\$350.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$350.00 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: 02/19/2025

Auditor Fairfield County, OH

Total Ext. Price	\$350.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$350.00

Ohio Department of Children and Youth

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

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

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

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

and

Journey Home Foster Care, hereinafter "Provider", whose address is:

Journey Home Foster Care 4040 Stone Ridge Rd Zanesville, OH 43701

Collectively the "Parties".

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ARTICLE I. SCOPE OF PLACEMENT SERVICES
Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

Section 1.03 EXHIBITS

ARTICLE II. TERM OF AGREEMENT ORDER OF PRECEDENCE

ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT

ARTICLE V. PROVIDER RESPONSIBILITIES AGENCY RESPONSIBILITIES

ARTICLE VII. INVOICING FOR PLACEMENT SERVICES

ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

ARTICLE IX. TERMINATION; BREACH AND DEFAULT

ARTICLE X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

ARTICLE XI. PROVIDER ASSURANCES AND CERTIFICATIONS

ARTICLE XII. INDEPENDENT CONTRACTOR

ARTICLE XIII. AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

ARTICLE XV. ATTACHMENTS/ADDENDA

ARTICLE XVI. NOTICE

ARTICLE XVII. CONSTRUCTION NO ASSURANCES

ARTICLE XIX. CONFLICT OF INTEREST

ARTICLE XX. INSURANCE

ARTICLE XXI. INDEMNIFICATION AND HOLD HARMLESS

ARTICLE XXII. SCREENING AND SELECTION

ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

ARTICLE XXIV. FINDINGS FOR RECOVERY

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ARTICLE XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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ARTICLE XXIX. PROPERTY OF AGENCY

ARTICLE XXX. SEVERABILITY

ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED

ARTICLE XXXII. COUNTERPARTS

ARTICLE XXXIII. APPLICABLE LAW AND VENUE

ATTACHMENTS TO THIS AGREEMENT

RECITALS

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 3 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 04/01/2025 through 03/31/2026, 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.)

Contract ID: 19470631
Fairfield County Department of Job and Family Services / Journey Home Foster Care

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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); thenC. 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.

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- 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
- The Monthly Progress Report will include the following medical related information:
 - 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
 - Changes to medications.
- F. Placement changes, emergency or non-emergency, are to 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 (DCY 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):
- 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);
- 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
- The filing of any law enforcement report involving the child.
- The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations.
 Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- 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 <u>OAC 5101:2-42-67</u> as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age fourteen (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 <u>OAC 5101:2-5-33</u>, <u>OAC 5101:2-9-02</u> or <u>OAC 5101:2-9-03</u> has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 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
 - Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

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- 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.
- 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 rule 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 QAC 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.
- 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:
 - 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

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- will not have sufficient funds to enable it to make all payments due hereunder during such period; and

 It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <u>OAC 5101:2-42-90.</u>Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS)
 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.

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- 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:
 - 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 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

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

activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination,

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - Improper or inappropriate activities;
 - Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 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 Children and Youth (DCY), 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

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- 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:
 - Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - 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;
 - Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.

- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

· Provider shall comply with all of the following including but not limited to:

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- 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:
 - 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.
 - 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.
 - Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- 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.

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- 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

- Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with <u>ORC 5103.0323.</u>
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in <u>OAC 5101;2-47-26.2</u> to DCY. 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 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 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

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residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".

- OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), 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".

DCY 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.

 Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

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

Article XVI. NOTICE

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

if to Agency, to

Fairfield County Department of Job and Family Services

239 W Main St Lancaster, OH 43130

if to Provider, to

Journey Home Foster Care 4040 Stone Ridge Rd Zanesville, OH 43701

Article XVII. CONSTRUCTION

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

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Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

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

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

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

- Broad form property damage;
- Severability of interests;
- 6. Personal injury; and
- 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;
 - 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:
 - 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.

- 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.
- 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

- 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

- 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 <u>ORC 4511,81.</u>
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - 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

- 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 <u>OAC 5101:2-07-02(I)</u> as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of <u>OAC 5101:2-7-02</u> have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with QAC 5101:2-5-09 have been met.
- 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

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04/01/2025 - 03/31/2026 Page 18 of 26 Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in QAC 5101:2-7-09, QAC 5101:2-9-21, and QAC 5101:2-9-21, and QAC 5101:2-9-21, and QAC 5101:2-9-21.

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

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04/01/2025 - 03/31/2026 Page 19 of 26 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 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). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. 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 Deputy 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 Finance 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 Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

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Finance 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 Finance 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 Deputy Director or authorized designee (see Consent for Medical Treatment letter).

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 4:00 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.

Contract ID: 19470631

Fairfield County Department of Job and Family Services / Journey Home Foster Care

04/01/2025 - 03/31/2026

Page 22 of 26

In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

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. al facility for prompt treatment. As soon as

possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

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

SIGNATURES OF PARTIES:

Flovider: Journey Home Foster Care		
Print Name & Title	Signature	Date
Charity Wheeler, 1500 Executive Director	CALLACT	
Executive Director	I Chip My 164	2/27/25
Agency: Fairfield County Department of Job a	and Family Services	
Print Name & Title	Signature	Date
		1074

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
Agency: Fairfield County Department of Job and Family Services
Provider / ID Journey Home Foster Care / 19020805

Run Date: 02/25/2025 Contract Period: 04/01/2025 - 03/31/2026

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	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Independent	23177			\$60.00	\$75.00				Diem				04/01/2025	62212222
Living												9133.00	04/0/1/2023	03/3/1/2020
Independent Living- Journey IL Services	7683117				\$150.00							\$150.00	04/01/2025	03/31/2026
Treatment Foster Care (30424)-EN	6889663			\$60.00	\$57.00							\$117,00	04/01/2025	03/31/2026
Treatment Foster Care (30424)-EN	6889663			\$65.00	\$57.00							\$122.00	04/01/2025	03/31/2026
Treatment Foster Care (30424)-EN	6889663			\$70.00	\$57.00							\$127.00	04/01/2025	03/31/2026
Treatment Foster Care (30424)-EN	6889663			\$85.00	\$57.00							\$142.00	04/01/2025	03/31/2026
Treatment Foster Care (30424)-EN	6889663			\$90.00	\$57.00							\$147.00	04/01/2025	03/31/2026
Treatment Foster Care (30424)- FFH	6843663			\$45,00	\$57.00							\$102.00	04/01/2025	03/31/2026
Treatment Foster Care (30424)- FFH	6843663			\$50.00	\$57,00							\$107.00	04/01/2025	03/31/2026

Contract (D. 19470631 Fairfield County Department of Job and Family Services / Journey Home Foster Care / 19020805

04:01/2025 - 03:31/2026 Page 25 of 26

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information Agency: Fairfield County Department of Job and Family Services Provider / ID- Journey Home Foster Care / 19020805

Run Date: 02/25/2025 Contract Period: 04/01/2025 - 03/31/2026

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
Freatment Foster Care (30424)- FFH	6843663			\$70.00	\$57.00							\$127.00	04/01/2025	03/31/2026
Treatment Foster Care (30424)-SN	6887663			\$55.00	\$57.00							\$112.00	04/01/2025	03/31/2026
Freatment Foster Care 30424)-SN	6887663			\$60.00	\$57.00							\$117.00	04/01/2025	03/31/2026
reatment oster Care 30424)-SN	6887663			\$80.00	\$57.00							\$137.00	04/01/2025	03/31/2026

Contract ID 19470631 Fairfield County Department of Job and Family Services / Journey Home Foster Care / 19020805

04/01/2025 - 03/31/2026 Page 26 of 26



A Contract regarding Journey Home Foster Care between Job and Family Services and

Approved on 3/5/2025 8:09:26 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

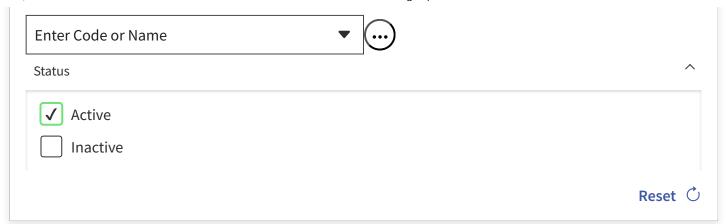
Approved on 3/5/2025 12:59:55 PM by Corey Clark, Director of Fairfield County Job & Family Services

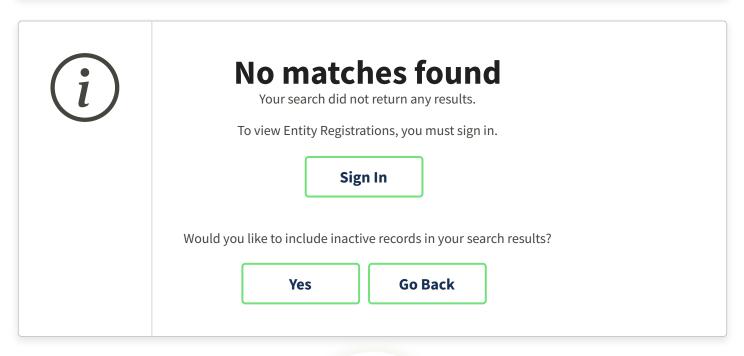
Corey Clark, Director

Fairfield County Job & Family Services

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03/25/2025

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Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Journey Home Foster Care

(Fairfield County Job and Family Services)

Approved as to form on 3/18/2025 12:21:11 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.hh

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Journey Home Foster Care

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-03.25.ii

A resolution regarding a service agreement between Functional Training Services, Inc. and Job & Family Services

WHEREAS, Fairfield County Job & Family Services (FCJFS), is requesting the Board of Commissioners approval of a purchase of service agreement with Functional Training Services, Inc., 909 Oakland Park Avenue, Columbus, Ohio 43224, and

WHEREAS, the purpose of the purchase agreement is to provide Work Readiness Services to eligible participants and Individualized Services to Comprehensive Case Management and Employment (CCMEP) participants to program eligible participants, and

WHEREAS, this agreement shall be effective February 1, 2025 through January 31, 2026 and

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

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

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached agreement with Functional Training Services, Inc.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Morgan Fox, Fiscal Officer Name and Title
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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25 JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Fiscal Year 2025

Page: 1 of 1

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order#

25001532 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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FUNCTIONAL TRAINING SERV INC 909 OAKLAND PARK AVE COLUMBUS, OH 43224 SHIP TO

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

VENDOR PHONE NUMBER		NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
614-262-9069	9		1761		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
01/01/2025	5924			JOB & FAMILY SERVICES	
NOTES					

TANF/CCMEP

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	TANF/CCMEP	1.0	EACH	\$30,000.00	\$30,000.00

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

It is hereby certified that the amount \$30,000.00 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: 01/01/2025

Auditor Fairfield County, OH

Total Ext. Price	\$30,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: Functional Training Services, Inc.

Date: 3/17/2025 1:08:38 PM

This search produced the following list of 4 possible matches:

Capital Coin Fund, Limited Capital Coin Fund, Limited Captial Coin Fund, Limited	Name/Organization	Address
	Capital Coin Fund II, Limited	
Captial Coin Fund, Limited	Capital Coin Fund, Limited	
	Captial Coin Fund, Limited	
Village's General Fund 432 N. Richardson Ave.	Village's General Fund	432 N. Richardson Ave.

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.

Purchase of Service Contract Fairfield County Job & Family Services, Community Services and Functional Training Services, Inc.

This contract is made and entered into this February 1, 2025, by and between the Fairfield County Job and Family Services (FCJFS), Community Services, and Functional Training Services, Inc., 909 Oakland Park Avenue, Columbus, Ohio 43224.

- 1) Purchase of Service(s): Subject to terms and conditions set forth in this contract, FCJFS agrees to purchase from, and contractor agrees to furnish to FCJFS those specific services detailed in this contract with Functional Training Services, Inc.
- 2) Purpose of Contract: The purpose of this agreement is to provide Individualized Services to CCMEP participants and Work Readiness Services to program eligible customers of Fairfield County Job and Family Services. The contractor will provide and CCMEP and Work Readiness Services to FCJFS as specified within this purchase of service contract.
- **3)** *Contract Period*: This contract shall be effective from February 1st, 2025 through January 31st, 2026. The contract services shall not exceed \$200,000.00.
- **4)** Cost of Services: Based on the individual nature of the service provision for the services provided, Functional Training Services, Inc. (FTS), is charging the service on a per hour basis. It is anticipated that some of the services may be provided simultaneously with other services within the project based on the referral plan from FCJFS.

Costs per Service:

1.	Individual Financial Literacy Education	\$64.00 per hour
2.	Individual Tutoring Services	\$64.00 per hour
3.	Career Planning Services	\$64.00 per hour
4.	Job Development Services	\$64.00 per hour
5.	Job Coaching Services	\$64.00 per hour
6.	Work Adjustment	\$64.00 per hour

- 5) Invoicing: Functional Training Services, Inc., will, within fifteen (15) days after the end of each month, submit an original customer service invoice to the FCJFS Finance Department. Each invoice will contain detailed and accurate information regarding the customer served and service(s) provided. FCJFS will review all invoices for accuracy before making payment within thirty (30) days after receipt of invoice.
- **6)** *Termination:* This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party FCJFS or Functional Training Services, Inc., upon thirty (30) days written notice given by either party to the other may terminate this contract.
- 7) Conflict of Interest: Functional Training Services, Inc., agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association, or business in which any of the members of the

governing body of the agency, executive personnel, or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee: unless the services or goods involved are provided at a competitive cost and under terms favorable to the provider. The contractor shall make written disclosure of any and all financial transactions of the contractor in which a member of the board or his/her immediate family is involved. Contractor agrees to the requirements of rule as applicable in the Ohio Administrative Code.

8) Confidentiality: Functional Training Services, Inc., agrees to comply with all federal and state laws applicable to FCJFS and/or customers of FCJFS concerning confidentiality of FCJFS customers. The contractor understands that any access to the identities of any FCJFS consumers shall be as necessary for the purpose of performing its responsibilities under this contract. The contractor agrees that the use or disclosure of information concerning FCJFS customers for any purpose not directly related to the administration of this contract is prohibited.

9) Roles and Responsibilities for CCMEP:

Fairfield County Job and Family Services

- Provide ongoing technical assistance regarding eligibility and allowable activities
- Monitor and review program performance in relationship to stated program goals
- Determine eligibility prior to referring CCMEP and Work Readiness participants
- Make referrals
- Act as the final authority regarding eligibility questions and the handling of grievances
- FCJFS will be responsible for reviewing the application and confirming eligibility and will be
 the final authority regarding participant eligibility, including evaluation of the applicant's
 needs and whether the program can be of benefit to the individual and/or family.

Functional Training Services, Inc.

- Provide all services within the contract terms
- Provide comprehensive reports that include goals and outcomes for each participant and service area
- Communicate with JFS referral source if participant does not attend the services or for other appropriate reasons
- Follow all rules and regulations governing the implementation and provision of the TANF and CCMEP services
- Submit invoices and reports according to the guidelines established by FCJFS
- Permit site visits from FCJFS staff or the agency's designees in order to monitor files, financial records, and program implementation
- Collect data and provide programmatic and fiscal reports as required by FCJFS
- Maintain fiscal records in accordance with standard accounting practices and provide FCJFS
 with specified financial reports designed to verify and analyze expenditures
- Implement satisfaction survey to participants and provide those results FCJFS
- Participate fully in any program evaluation conducted by FCJFS or a consultant hired by FCJFS, including the following:
 - Timely submission of all required data
 - Obtaining releases of information from participants, if required
 - Completing all evaluation reports
 - Meeting with evaluators

- **10)** Evaluation and Monitoring: FCJFS, with cooperation of Functional Training Services, Inc., will complete periodic monitoring and review activities as deemed necessary by FCJFS to ensure compliance with the terms of the contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.
- **11)** Violation or Breach of Contract Terms: Functional Training Services, Inc., shall not be relieved of liability to FCJFS for damages sustained by FCJFS by virtue of any breach of the contract by the contractor. FCJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by FCJFS by virtue of any breach of the contract by the contractor. FCJFS may withhold any compensation from the contractor until the amount of damages due FCJFS from the contractor is agreed upon or otherwise terminated.
- **12)** *Civil Rights:* Functional Training Services, Inc., agrees that there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the contractor will comply with all appropriate federal and state laws regarding such discrimination.
- **13)** Compliance Requirements: Functional Training Services, Inc., shall perform its obligations under this contract in conformity with all applicable local, state and federal rules, laws and regulations. They include but are not limited to the following, when applicable:
 - a) Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h) Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15.
 - b) Debarment and Suspension: requiring compliance with Executive Orders 12549 and 12689.
 - c) Byrd Anti-Lobbying: requiring compliance for anti-lobbying provisions of 31 USC 1352.
 - d) Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
 - e) Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations 29 CFR Part 5.
 - f) Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 300 as supplemented by Department of Labor regulations at 29 CFR Part 5.
 - g) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).
- **14)** *Indemnity:* Functional Training Services, Inc., will indemnify and hold harmless Fairfield County Job and Family Services against any loss, penalties, damage, settlements, costs, professional fees, and/or related expense incurred through the provision of services under this contract. Therefore, FCJFS will not be able to enter into any agreement that includes an indemnification clause or other similar language.
- 15) Retention of Records: Functional Training Services, Inc., shall retain and make available for audit by Fairfield County Job and Family Services, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Fairfield County Job and Family Services by Functional Training Services, Inc., for so long as any of the above entities has the right to audit the books and records of

FCJFS which, in all events should be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, Functional Training Services, Inc., shall retain such records until the conclusion of the audit and resolution of all related issues.

- **16)** Equal Employment Opportunity: Functional Training Services, Inc., shall comply with Executive Order 11246, "Equal Employment Opportunity "as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.
- **17)** Child Support Enforcement: By executing this contract, Functional Training Services, Inc., certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to all sections of 3121 of the Ohio Revised Code.
- **18)** Drug Free Workplace: The parties hereto agree to comply with all applicable federal and state laws regarding drug-free workplace. The parties further agree that they will make good faith effort to ensure that all employees of a government or private entity performing duties or responsibilities under this agreement shall not use illegal substances or abuse alcohol or prescription drugs in any way.
- **19) Pro-Children Act:** In the event that Functional Training Services, Inc., activities call for services to minors, the Provider shall comply with the Pro-children Act of 1994: Public Law 1-3-277, Part C environment Tobacco Smoke, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care, library services and education to children under the age of 18.
- **20)** Amendment: This Agreement may be amended only by the express, written agreement of both parties. Only the Director of FCJFS, in coordination with the Deputy Director of Community Services, may sign an agreement amendment.
 - a) This Agreement may be terminated in advance of its specified term by either FCJFS or Functional Training Services, Inc., with or without cause with a thirty day (30) written notice to the other party. Notification may be by certified mail, return receipt requested, or other delivery service with receipt, and is considered effective when received. The notice to FCJFS shall be to the Deputy Director of Finance, Fairfield County Job & Family Services, 239 West Main Street, Lancaster, Ohio 43130.
 - b) Notwithstanding paragraph A above, FCJFS may terminate this Agreement immediately upon delivery of written notice to Functional Training Services, Inc., if FCJFS discovers conduct on the part of Functional Training Services, Inc., involving illegal activities or comprising the health, safety, or welfare of a child.
 - c) In the event of termination, Functional Training Services, Inc., will be entitled to reimbursement, upon submission of an invoice, for the agreed upon services as detailed in, "Service Deliverables and Unit Costs" delivered prior to the effective termination date. FCJFS is not liable for costs incurred by Functional Training Services, Inc., after the effective termination date.
- **21)** Breach or Default: Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the Parties may exercise any administrative, contractual, equitable, or legal remedies available without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.



orey Clark – Electronically approved Pirector, Fairfield County Job & Family Services	Date
meetor, rannela county soo a ranny services	
eather O'Keefe – Electronically approved	Date
ssistant Director, Fairfield County Job & Family Services	
An Execetive Director	3/17/2025
seph Rodf, Executive Director	l _{Date} l
unctional raining Services, Inc.	
ssistant Prosecuting Attorney	Date
airfield County – Electronically approved as to form	
·	
Approved by Resolution by the Fairfield County	Board of Commissioners



A Contract regarding Functional Training Services between Job and Family Services and

Approved on 3/17/2025 2:50:21 by Jodi Smith, Operations Manager OhioMeansJobs, Fairfield County Job & Family Services

Jodi Smith, Operations Manager Fairfield County Job & Family Services

Jodi Smith

Approved on 3/17/2025 3:54:51 PM by Corey Clark, Director of Fairfield County Job & Family Services

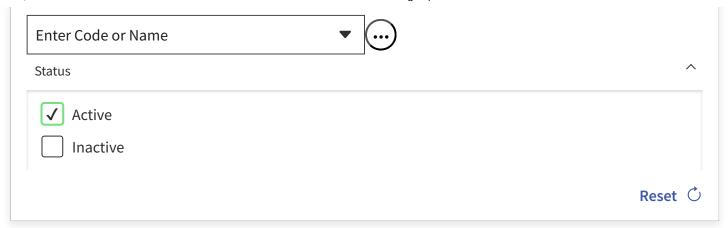
Corey Clark, Director

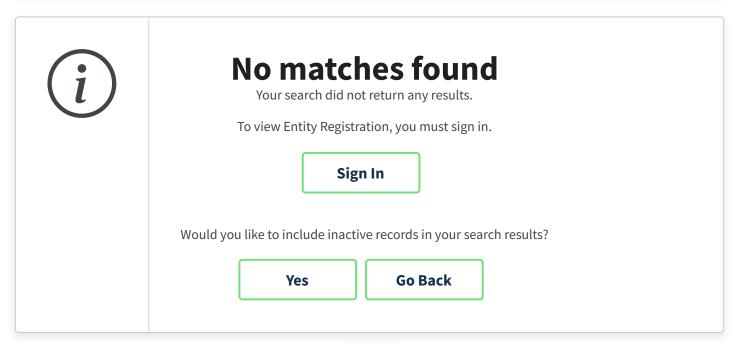
Fairfield County Job & Family Services

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Prosecutor's Approval Page

Resolution No.

A resolution regarding a service agreement between Functional Training Services, Inc. and Job & Family Services

(Fairfield County Job and Family Services)

Approved as to form on 3/18/2025 12:24:12 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.ii

A Resolution Regarding a Service Agreement between Functional Training Services, Inc. and Job & Family Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-03.25.jj

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Court of Common Pleas, Domestic Relations Division.

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 Court of Common Pleas, Domestic Relations Division; and

WHEREAS, the contract provides for legal services from the Magistrate on IV-D eligible cases; and

WHEREAS, the CSEA shall reimburse the Fairfield County Court of Common Pleas, Domestic Relations Division at the rate of 66% of the invoiced amounts from federal dollars, and shall not exceed \$89,821.84; and

WHEREAS, the local funding accounts for the remaining 34% of the contract amount, and shall not exceed \$46,271.85; and

WHEREAS, this agreement shall be effective January 1st, 2025 through December 31st, 2025; 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 Court of Common Pleas, Domestic Relations Division.

Prepared by: Brandi Downhour, JFS Budget Manager

Ohio Department of Job and Family Services 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 Court of Common Pleas, Domestic Relations Division (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, and are referred to as ODJFS Contract Number 23250604. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

- IV-D Contract Period: The IV-D Contract is effective from 01/01/2025 through 12/31/2025, 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 (or Adjusted Unit Rate, if applicable) for this IV-D Contract is \$65.43 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 \$136,093.69
- 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	\$46,271.85	Local Sources
FFP Reimbursement	\$89,821.84	
Total IV-D Contract Cost	\$136,093.69	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

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- 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."
- 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 04:00 P.M. on the following days Monday through 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), Christmas Day and the Day after Christmas.
- 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.
- 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.

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- 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 timited 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.

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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.

Signature of CSEA's Representative	Printed Name of CSEA's Representative Patrick Welsh, Deputy Director of Child Support Enforcement
Date of Signature 1-28-25	
Signature of Contractor's Representative	Printed Name of Contractor's Representative Fairfield County Common Pleas Court - Domestic Relations
Date of Signature 01/17/2025	Printed Street Address of Contractor 224 E Main Street, 4th Floor
Printed Title of Contractor's Representative Judge	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 Commission	oners Date of Signature

Performance Standards

Domestic Relations Court

Fairfield County

Section 6; page 3

Attachment 1

The Contractor shall deliver the following services in the described manner:

- A. The Contractor shall implement and be available to adjudicate all IV-D eligible cases pursuant to Chapters 3121, 3111 and 3119 of the Ohio Revised Code providing for income withholding, and all other relative sections of the Ohio Revised Code and federal laws, rules, regulations for the establishment and enforcement of child support orders.
- 1.) The Contractor shall give the parties a thirty (30) minute window to show up for the hearing before the Court dismisses the action or proceeds in default.
- 2.) The Contractor shall be paid for the transportation time to and from the Clerk of Courts to retrieve the files for the hearing.
- B. The Contractor shall utilize child support order guidelines pursuant to Chapter 3119 of the Ohio Revised Code in the establishment and modification of child support orders.
- C. Pursuant to section 3125.58 of the Ohio Revised Code, the contractor shall complete 90% of all actions to establish, enforce, or modify a support order within six (6) months; and 100% within twelve (12) months.
- 1.) Pursuant to section 3125.60 of the Ohio Revised Code, the court shall appoint a magistrate who shall assist the court in the timely establishment of support orders.
- D. Other services defined by the parties: Quality of Services includes:
 - 1.) A six (6) week average turnaround time for decisions
 - 2.) The availability of a Magistrate for court hearings, and
 - 3.) Quality assurance measures to help minimize appeals.

In terms of customer satisfaction, the quality assurance measures help to reduce costs associated with additional court time. The contract should include the following terms in addition to the standard language of the IV-D contracts.

- 1.) The IV-D costs will include 66% of the Magistrate's OCDA membership and estimated CLE expenditures for the two main child support conferences of the year, one for the OCDA and one with OFSA.
- 3.) The targeted timeframe from hearing date to court filings will be six (6) weeks. The DR Court will agree to complete all actions to establish, enforce, or modify a support order according to the time guidelines in ORC 3113.21.
- 4.) The CSEA will continue appropriate education and outreach efforts to minimize the number of Administrative Adjustment and Review Hearings that go directly to court.
 - 5.) The CSEA shall not serve the parties on objections to Mistake of Fact Hearings or Administrative Termination Hearings. The Court will be responsible for setting those hearings and serving parties notice of those hearings.
 - 6.) Continuances requested by non CSEA parties and approved by the Court requires Court to prepare continuance entries and serve parties.
- II. The CSEA shall assist in the delivery of services in the following manner:
- 1.) The CSEA shall maintain records regarding any support orders issued by the court and payments made on the orders pursuant to section 3125.15 of the Ohio Revised Code.
- 2.) The CSEA shall notify the court when an obligor is in default of the order pursuant to Chapter 3121 of the Ohio Revised Code.
- 3.) The CSEA shall conduct an investigation of the obligor when a default occurs or when ordered by the court to do so under sections 3123.01, 3119.80 and 3119.81 of the Ohio Revised Code.
- 4.) The CSEA shall complete the investigation of the obligor within the required time frames as stated in sections 3119.80 and 3119.81 of the Ohio Revised Code and the CSEA shall report the investigation findings to the court.
- 5.) If the investigations findings are incomplete or faulty, and the court returns the findings to the CSEA, the CSEA shall correct or make complete, the findings of the investigation and return the findings to the court.
- 6.) The CSEA shall submit with the investigation findings, its recommendations to the court regarding what types of orders under section 3123.03 of the Ohio Revised Code are appropriate, and what amount to withhold for payment of the current support and arrearages.

- 7.) The CSEA shall conduct, upon the obligor's request, an Administrative Mistake of Fact hearing regarding whether it is proper for the court to issue a withholding order for arrearages pursuant to section 3124.04 of the Ohio Revised Code.
- 8.) The CSEA shall advise the obligor of his right to a court hearing if the obligor disagrees with the Administrative Mistake of Fact hearing decision pursuant to section 3123.04 of the Ohio Revised Code.
- 9.) The CSEA shall notify the court upon receipt of any notices required to be made of the CSEA under Chapter 3121 of the Ohio Revised Code by employers, other sources of income, or the obligor and obligee.

Ohio Department of Job and Family Services

GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

County:			
Governmental Contractor:	Domestic Relations Court		
Type of IV-D Contract:	Process of Service		
I. Staff		Estimated Amount	
A. Salai	ies	\$95,550.00	
B. Payre	oll Related Expenses	\$39,345.69	
·	Total Staff Costs	\$134,895.69	
II. Operations			
A. Trave	el and Short Term Training	\$98.00	
B. Cons	umable Supplies	\$0.00	
C. Occi	C. Occupancy Costs		
D. Indire	\$0.00		
E. Cont	\$0.00		
F. Misc	ellaneous	\$1,100.00	
	Total Operations Costs	\$1,198.00	
III. Equipment			
A. Equi	oment Subject to Depreciation	\$0.00	
B. Equi	oment Purchases	\$0.00	
C. Leas	ed and Rented Equipment	\$0.00	
	Total Equipment Costs	\$0.00	
	Sub-Total of All Costs	\$136,093.69	
	IV. MINUS Fees Collected by the Contractor		
	Total Expenses	\$136,093.69	

		I.A. Salar	ies		
I.A.1. Principal Staff					
Position Title	Total Annual Hours Paid by County	Annual Hours Worked in Contracted Office	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget
Magistrate	2080	2080	\$95,550.00	100.00%	\$95,550.00
Notes:					

			I.A. Salari	es		
I.A.2.	Support Staff					
		Total Annual Hours Paid by	Total Hours Spent Assisting		% of Salary Applied to	Salary Applied
	Position Title	County	Principal Staff	Annual Salary	Budget	to Budget
I.A.3.	Unassociated Staff					
	Position Title					
Total	Salaries Applied to tl	his Contract				\$95,550.00

I.B. Payroll Related Expenses					
_	_		mount Applied to		
Туре	Percentage	Salary	Budget		
OPERS or Social Security	14.00%	\$95,550.00	\$13,377.00		
Workers' Compensation/Unemployment Insurance	1.50%	\$95,550.00	\$1,433.25		
Retirement Expense/Medicare	1.45%	\$95,550.00	\$1,385.48		
Hospitalization Insurance Premium		·	\$23,114.26		
Other Life Insurance			\$35.70		
Other			,		
Other					
Total Payroll Related Expenses			\$39,345.69		
Total Fayron Rolatoa Expended			ψου,υ-υ.υυ		

Notes:		

	II.A. Tra	avel and Short	Term T	raining		
Туре				Amount	Prorate %	Amount Applied to Budget
Mileage Reimbursement Short Term Training Other Other Other		Mileage rate \$0.700	Miles 140	Total mileage \$98.00		\$98.00
Total Travel and Short ** Notes:	Term Training					\$98.00

II.B. Consumable Supplies						
Туре		Amount	Prorate %	Amount Applied to Budget		
Office Supplies Cleaning Supplies Other Other Other Other Other Other		Amount	FIGURE 70	Amount Applied to Budget		
Total Consumable Notes:	Supplies			\$0.00		

	II.C. O	ccupancy Costs		
				Amount Applied to
=		Amount	Prorate %	Budget
Rental at	per square foot:	\$0.00)	
or				
Usage allowance	depreciation at % rate of origir	nal acquisition		
	gram Square Footage Percenta			
	e Footage ÷ Provider Square Fo			
		5 ,		
Maintenance and	l Repairs			
Utilities (if not inc				
	and Light			
Telepl				
Water				
Other:				
Other:				
Other:				
Total Occupanc	v Cooto			\$0.0
Total Occupant	y Costs			ψυ.υ
Notes:				
1003.				

_	II.D. Indirect Cos	sts	
Category	CAP Amount	Prorate %	Amount Applied to Budget
Total Indirect Costs			\$0.0
Notes:			

II.E. Contract & Professional Services						
Туре	Amount	Prorate %	Amount Applied to Budget			
,,			·			
Total Contract and Professional Services Costs			\$0.00			
Notes:						
110165.						

II.F. Miscellaneous						
Description	Amount	Prorate %	Amount Applied to Budget			
Membership Dues	\$500.00	100.00%	\$500.0			
Conference Registrations	\$600.00	100.00%	\$600.0			
Total Miscellaneous Costs			\$1,100.0			
			. ,			
Notes:						

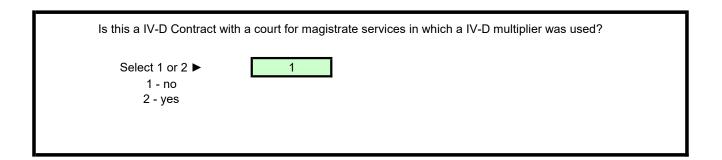
Notes:			

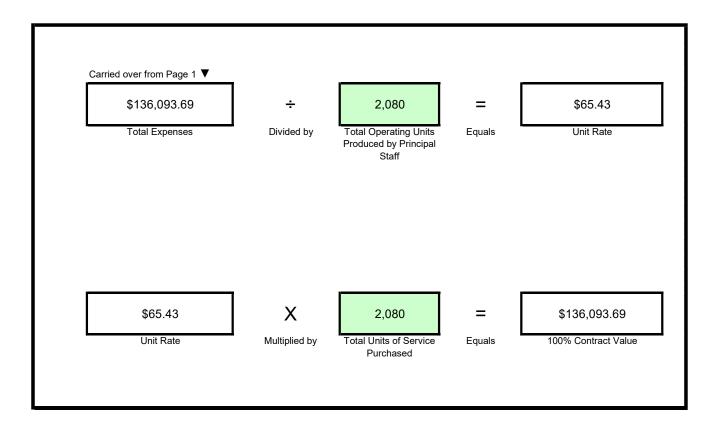
III.A. Equipment Subject to Depreciation									
Equipment to be Depreciated	New or Used	Purchase Date	Quantity	Total Actual Cost	Salvage Value per Item	Total Amount to be Depreciated	Useful Life	Prorate %	Chargeable Amount of Depreciation
Total Equipment Depreciation C	Charges								\$0.00
Notes:									

III.B. Equipment Purchases						
ltem	Amount	Prorate %	Quantity	Amount Applied to Budget		
	7	7.10.000 //	quantity			
Total Corell Familians and Disselves				Φ0.00		
Total Small Equipment Purchases				\$0.00		
Notes:						

III.C. Lease and Rental Equipment						
14	** I I and Valor	A4	D4 - 0/	24!4	Amount Applied	
ltem	Model and Year	Amount	Prorate %	Quantity	to Budget	
Total Lease and Rental Equ	uipment				\$0.00	
	•				·	
Notes:						

BUDGET COMPUTATION WORKSHEET





Ohio Department of Job and Family Services IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of and will be used only to the extent necessary in, locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

II Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information received by the contractor from FPLS is needed for the purpose of and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

III. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

IV. Internal Revenue Service (IRS) Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- All work will be performed under the supervision of the contractor.
- (2) The contractor and the contractor's officers or employees to be authorized access to federal tax information (FTI) must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time

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the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of the FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligation and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.
- (12) For purposes of this contact, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- (13) The agency will have the right to void the contract if the contractor fails to meet the terms of the FTI safeguards described herein.

B. Criminal and Civil Sanctions

- (1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
- (2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an officer need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- (3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (4) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (5) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. Inspections

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

Fairfield County Common Pleas Court - Domestic Relations Division	
Printed Name of Contractor or Company	-
Sama Delinath	01/17/2025
Signature of Contractor's Representative	Date
Printed Name of Contractor's Representative	01/17/2025
Signature of Witness	Date
Lori L. Lovas	
Printed Name of Witness	

Fairfield County CSEA Fairfield County Job & Family Services 239 W Main Stree Lancaster, OH 43130

Ohio Department of Job and Family Services Office of Child Support Fiscal Administration, Contract Unit P.O. Box 183203 Columbus, Ohio 43218-3203 Date: March 18th, 2025

Ohio Department of Job and Family Services

IV-D CONTRACT COVER LETTER

The IV-D (Contract is between the Fairfield County Child Support Enforcement Agency (CSEA) and the: Clerk of Court County Prosecutor Court of Common Pleas, Juvenile Division Court of Common Pleas, Domestic Relations Division Sheriff Other Legal Services Provider Other: <describe contract="" iv-d="" the=""></describe>
This IV-D	Contract is for the following services: Clerk of Court filing services Legal Services Magistrate Services Service of Process Security Other: <describe contract="" iv-d="" the=""></describe>
The unit ra	ate (or justified unit rate) is \$65.43per hour (from paragraph 4A of the JFS 07018).
	Contract effective dates are: January 1 st , 2025 to December 31 st , 2025. The IV-D Contract nt, if applicable, effective dates are: n/a to n/a.
Administra	the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio ative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check that you have attached):
	O Contract with Governmental Entity JFS 01772 "IV-D Contract Cover Letter" JFS 07018 "IV-D Contract" and attached document that describes the performance standards JFS 07020 "Governmental Contractor IV-D Contract Budget" Commissioners' resolution or minutes JFS 07016 "IV-D Contract Security Addendum" Appropriate summary page of the county cost allocation plan, if applicable Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60
	Contract Amendment with Governmental Entity
	JFS 01772 "IV-D Contract Cover Letter" JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable JFS 07020 "Governmental Contractor IV-D Contract Budget" Commissioners' resolution or minutes

	-D Contract with Private Entity JFS 01772 "IV-D Contract Cover Letter" JFS 07018 "IV-D Contract" JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements" Commissioners' resolution or minutes JFS 07016 "IV-D Contract Security Addendum"
□ IV	-D Contract Amendment with Private Entity JFS 01772 "IV-D Contract Cover Letter" JFS 07037 "IV-D Contract Amendment" Commissioners' resolution or minutes
The CSE	All required documents are included All mathematical calculations are correct This submission is timely
Signatur	e e

Printed Name: Brandi Downhour Telephone Number: 740-652-7816

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of Budget Manager 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

Purchase Order

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 001

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order#

540 - 01

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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DOMESTIC RELATION COURT 224 E MAIN ST RM 402 LANCASTER, OH 43130

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

VENDOR PHONE NUMBER		VENDOR FAX NUMBER REQUISITION NUMBER		DELIVERY REFERENCE		
			679			
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION		
01/01/2025	1307			JOB & FAMILY SERVICES		
NOTES						

DOMESTIC RELATIONS COURT

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: DOMESTIC RELATIONS COURT	1.0	EACH	\$30,000.00	\$30,000.00

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

It is hereby certified that the amount \$30,000.00 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: 01/01/2025

Auditor Fairfield County OH

 Total Ext. Price
 \$30,000.00

 Total Sales Tax
 \$0.00

 Total Freight
 \$0.00

 Total Discount
 \$0.00

 Total Credit
 \$0.00

Purchase Order Total \$30,000.00

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 Court of Common Pleas, Domestic Relations Division.

(Fairfield County Job and Family Services)

Approved as to form on 3/18/2025 3:16:50 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.jj

A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Court of Common Pleas, Domestic Relations Division

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Jeffrey Feyko.

WHEREAS, Fairfield County Job & Family Services, Child Support Enforcement Agency (CSEA) is requesting approval for a Title IV-D Contract between the CSEA and Jeffrey Feyko, 115 N. Center Street, Pickerington, OH 43147; and

WHEREAS, the contract provides for Hearing Officer services on IV-D eligible cases; and

WHEREAS, the CSEA shall reimburse Jeffrey Feyko at the rate of 66% of the invoiced amounts from federal dollars, and shall not exceed \$6,600.00; and

WHEREAS, the local funding accounts for the remaining 34% of the contract amount, and shall not exceed \$3,400.00; and

WHEREAS, this agreement shall be effective January 1st, 2025 through December 31st, 2025; 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 Jeffrey Feyko.

Prepared by: Brandi Downhour, JFS Budget Manager

Ohio Department of Job and Family Services 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 Jeffrey Feyko, 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, and are referred to as ODJFS Contract Number <contract #>. 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 01/01/2025 through 12/31/2025, 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 (or Adjusted Unit Rate, if applicable) for this IV-D Contract is \$100.00 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 \$10,000.00
- 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	\$3,400.00	Local Sources
FFP Reimbursement	\$6,600.00	
Total IV-D Contract Cost	\$10,000.00	

- 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 8:00am and 4:00pm on the following days Monday-Through 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), Christmas Day and the day after Christmas.
- 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.
- **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

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.

Signature of CSEA's Representative	Printed Name of CSEA's Representative <name></name>
Date of Signature	
	,
Signature of Contractor's Representative	Printed Name of Contractor's Representative
deyko.	Jeffrey Feyko, Attorney at Law
Date of Signature	Printed Street Address of Contractor
February 27, 2025	115 N. Center Street
Printed Title of Contractor's Representative	Printed City, State, and Zip Code of Contractor
Administrative Hearing Officer	Pickerington, Ohio 43147
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 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 Feyko between Job and Family Services and

Approved on 3/18/2025 8:41:08 AM by Patrick Welsh, Deputy Director of Child Support

(atu M. Well

Patrick Welsh

Deputy Director of Child Support

Approved on 3/18/2025 10:54:31 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

Fairfield County CSEA Fairfield County Job & Family Services 239 W Main Street Lancaster, OH 43130

Ohio Department of Job and Family Services Office of Child Support Fiscal Administration, Contract Unit P.O. Box 183203 Columbus, Ohio 43218-3203 Date: March 18th, 2025

Ohio Department of Job and Family Services

IV-D CONTRACT COVER LETTER

The IV-D Contract is between the Fairfield County Child Support Enforcement Agency (CSEA) and the: Clerk of Court County Prosecutor Court of Common Pleas, Juvenile Division Court of Common Pleas, Domestic Relations Division Sheriff Other Legal Services Provider Other: Jeffrey Feyko	
This IV-D Contract is for the following services: Clerk of Court filing services Legal Services Magistrate Services Service of Process Security Other: Hearing Officer	
The unit rate (or justified unit rate) is \$100.00per Hour (from paragraph 4A of the JFS 07018).	
The IV-D Contract effective dates are: 01/01/2025 to 12/31/2025. The IV-D Contract Amendment, if applicable, effective dates are: n/a to n/a.	
A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):	
 IV-D Contract with Governmental Entity □ JFS 01772 "IV-D Contract Cover Letter" □ JFS 07018 "IV-D Contract" and attached document that describes the performance standards □ JFS 07020 "Governmental Contractor IV-D Contract Budget" □ Commissioners' resolution or minutes □ JFS 07016 "IV-D Contract Security Addendum" □ Appropriate summary page of the county cost allocation plan, if applicable □ Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60 	
 IV-D Contract Amendment with Governmental Entity □ JFS 01772 "IV-D Contract Cover Letter" □ JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable □ JFS 07020 "Governmental Contractor IV-D Contract Budget" □ Commissioners' resolution or minutes 	

JFS 01772 (Rev. 10/2024) 03/25/2025

 IV-D Contract with Private Entity □ JFS 01772 "IV-D Contract Cover Letter" □ JFS 07018 "IV-D Contract" □ JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements" □ Commissioners' resolution or minutes □ JFS 07016 "IV-D Contract Security Addendum" 	
-	
□ IV-D Contract Amendment with Private Entity □ JFS 01772 "IV-D Contract Cover Letter" □ JFS 07037 "IV-D Contract Amendment" □ Commissioners' resolution or minutes	
The CSEA hereby certifies that:	
All required documents have been reviewed	
All mathematical calculations are correct	
All required dated signatures have been obtained	
Other: <describe additional="" determinations="" the=""></describe>	
Signature	
Signature /	

Printed Name: Brandi Downhour Telephone Number: 740-652-7816 Fairfield County County CSEA Fairfield County Job & Family Services 239 W. Main Street Lancaster, OH 43130

740-652-7889

Ohio Department of Job and Family Services

CERTIFICATION OF COMPLIANCE WITH COMPETITIVE SEALED BID REQUIREMENTS

The Child Support Enforcement Agency (CSEA) certifies that the attached IV-D Contract, signed and dated on 01.01.2025, between the Fairfield County CSEA and Jeffrey Feyko is in compliance with applicable state and federal laws regarding competitive sealed bid requirements, in accordance with sections 307.86, 307.86.1, 307.862, 307.87, 307.88, 307.89, 307.90, 307.91, and 307.92 of the Ohio Revised Code, Chapter 5101:9-4 of the Ohio Administrative Code (the Fiscal Administrative Procedure Manual), and 45 C.F.R. 92.36.

- The CSEA used the competitive sealed bid process and the IV-D Contract was competitively bid as follows:
 - 1. The Invitation to Bid (ITB) or Request for Proposal (RFP) appeared in the following newspaper of general circulation within the county: Lancaster Eagle Gazette
 - 2. Dates that the ITB/RFP appeared: 11.18.2024
 - 3. Date that bids or proposals were publicly opened: 11.18.2024
 - 4. Number of bids or proposals received: 2
 - Date IV-D Contract was awarded: 12.20.2024

☐ The competitive sealed bid and competitive sealed proposal processes do not apply to this IV-D Contract due to the following reason: <reason> .

Date: March 18th, 2025

The CSEA is administered by a CDJFS and has elected to use the competitive sealed proposal process.

Signature of CSEA's Representative

Printed Name of CSEA's Representative: Brandi

Downhour

Job Title: Budget Manager

03/25/2025 JFS 07015 (Rev. 10/2024)

Ohio Department of Job and Family Services IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of and will be used only to the extent necessary in, locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

II Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information received by the contractor from FPLS is needed for the purpose of and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

III. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements.

All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

IV. Internal Revenue Service (IRS) Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and the contractor's officers or employees to be authorized access to federal tax information (FTI) must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time

the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of the FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligation and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.
- (12) For purposes of this contact, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- (13) The agency will have the right to void the contract if the contractor fails to meet the terms of the FTI safeguards described herein.

B. Criminal and Civil Sanctions

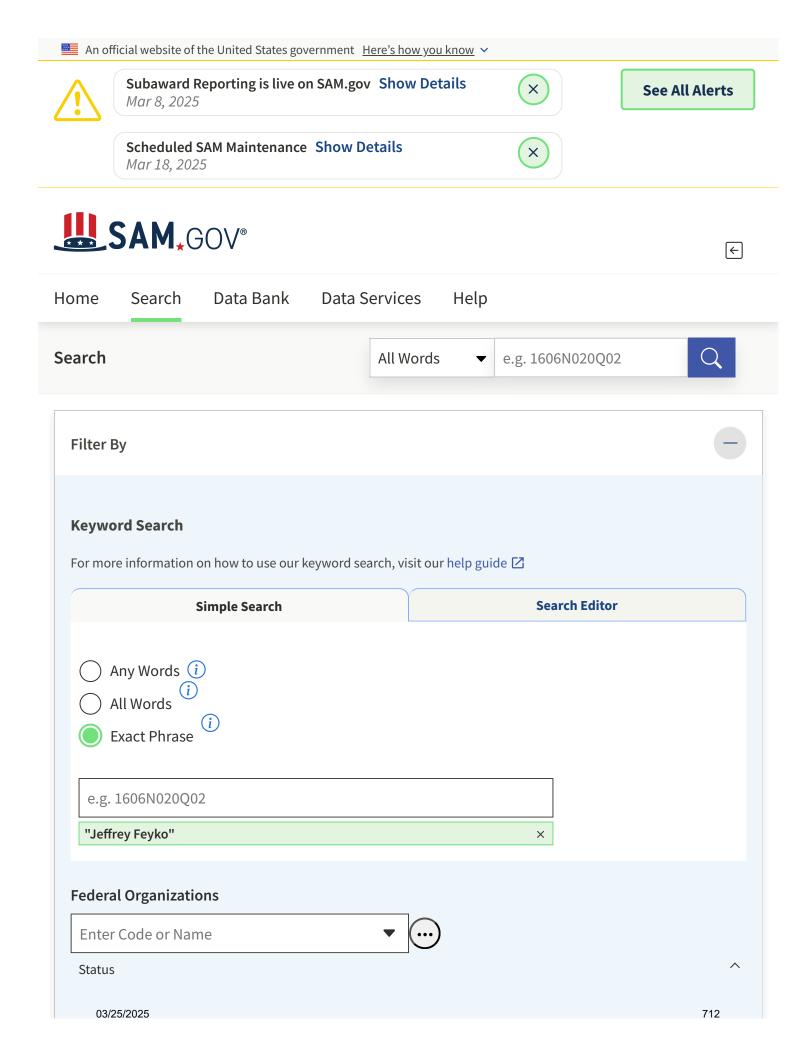
- (1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
- (2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an officer need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- (3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

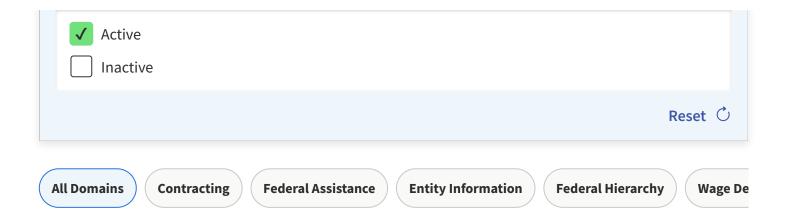
- (4) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (5) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. Inspections

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

Feyko Law Offices, LLC	
Printed Name of Contractor or Company	
Deff deglas.	February 28, 2025
Signature of Contractor's Representative	Date
Jeffrey Feyko, Attorney at Law	
Printed Name of Contractor's Representative	
Brinda C Hunter	February 28, 2025
Signature of Witness	Date
Brenda C. Hunter	
Printed Name of Witness	





No matches found

Your search did not return any results.

To view Entity Registrations, Subcontract Reports, Subaward Reports you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes

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Terms of Use	Help	
Terms of Use Privacy Policy	Help Check Entity Status	

Accessibility Contact



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Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: **Jeffrey Feyko** Date: **3/18/2025 12:41:35 PM**

This search produced the following list of 1 possible matches:

Name/Organization	Address
Jeffers, Marilyn	8411 Stout Road

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of Budget Manager 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25 Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Fiscal Year 2025

Page: 1 of 1

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order#

25001201 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

VENDOR

В

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JEFFREY FEYKO 115 N CENTER ST PICKERINGTON, OH 43147

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

VENDOR PHONE NUMBER		ENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
614-837-1870)	614-837-2235	695		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
01/01/2025	26320	01/01/2025		JOB & FAMILY SERVICES	
NOTES					

IV-D 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	IV-D HEARING OFFICER	1.0	EACH	\$12,501.00	\$12,501.00

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

It is hereby certified that the amount \$12,501.00 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: 01/01/2025

Auditor Fairfield County OH

 Total Ext. Price
 \$12,501.00

 Total Sales Tax
 \$0.00

 Total Freight
 \$0.00

 Total Discount
 \$0.00

 Total Credit
 \$0.00

Purchase Order Total \$12,501.00

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 Jeffrey Feyko.

(Fairfield County Job and Family Services)

Approved as to form on 3/18/2025 3:24:34 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.kk

A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Jeffrey Feyko

(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 Powers Investigations, LLC.

WHEREAS, Fairfield County Job & Family Services, Child Support Enforcement Agency (CSEA) is requesting approval for a Title IV-D Contract between the CSEA and Powers Investigations, LLC, 4945 Bradenton Ave, Dublin, OH 43017; and

WHEREAS, the contract provides for Service of Process on IV-D eligible cases; and

WHEREAS, the CSEA shall reimburse Powers Investigations at the rate of 66% of the invoiced amounts from federal dollars, and shall not exceed \$26,400.00; and

WHEREAS, the local funding accounts for the remaining 34% of the contract amount, and shall not exceed \$13,600.00; and

WHEREAS, this agreement shall be effective January 1st, 2025 through December 31st, 2025; 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 Powers Investigations, LLC.

Prepared by: Brandi Downhour, JFS Budget Manager

Ohio Department of Job and Family Services 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 County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Powers Investigations, LLC (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, and are referred to as ODJFS Contract Number <contract #>. 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 01.01.2025 through 12.31.2025, 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: unit inside county/unit outside county.

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 (or Adjusted Unit Rate, if applicable) for this IV-D Contract is \$100/\$150 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 \$40,000.00
- 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	\$13,600.00	Local Sources
FFP Reimbursement	\$26,400.00	
Total IV-D Contract Cost	\$40,000.00	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

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Page 1 of 4

- 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 8:00am and 4:00pm on the following days Monday through 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), Christmas Day and the Day after Christmas.
- 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.

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- 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.
- 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 <name></name>
Date of Signature	
Signature of Contractor's Representative	Printed Name of Contractor's Representative Name Steve to wess
Date of Signature 3-(3-2025	Printed Street Address of Contractor Ave, Dubling Oh <address>4945 Bradenton Ave, Dubling Oh 43017</address>
Printed Title of Contractor's Representative <title></td><td>Printed City, State, and Zip Code of Contractor <City, State & Zip Code > Same</td></tr><tr><td>Signature of County Commissioner or Representative</td><td>Date of Signature</td></tr><tr><td>Signature of County Commissioner or Representative</td><td>Date of Signature</td></tr><tr><td>Signature of County Commissioner or Representative</td><td>Date of Signature</td></tr><tr><td>Signature of Prosecutor, if required by County Commissioner</td><td>Date of Signature</td></tr></tbody></table></title>	



A Contract regarding IV-D Powers Investigations between Job and Family Services and

Approved on 3/18/2025 8:40:19 AM by Patrick Welsh, Deputy Director of Child Support

(atul M. Well

Patrick Welsh

Deputy Director of Child Support

Approved on 3/18/2025 10:53:47 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

Fairfield County County CSEA

239 W. Main Street Lancaster, OH 43130

Ohio Department of Job and Family Services Office of Child Support Fiscal Administration, Contract Unit P.O. Box 183203 Columbus, Ohio 43218-3203 Date: March 18th, 2025

Ohio Department of Job and Family Services

IV-D CONTRACT COVER LETTER

The IV-D Contract is between the Fairfield County County Child Support Enforcement Agency (CSEA) and the: Clerk of Court County Prosecutor Court of Common Pleas, Juvenile Division Court of Common Pleas, Domestic Relations Division Sheriff Other Legal Services Provider Other: Service of Process			
This IV-D Contract is for the following services: Clerk of Court filing services Legal Services Magistrate Services Service of Process Security Other: <describe contract="" iv-d="" the=""></describe>			
The unit rate (or justified unit rate) is \$100/\$150per unit in county/unit out of county (from paragraph 4A of the JFS 07018).			
The IV-D Contract effective dates are: January 1, 2025 to December 31, 2025. The IV-D Contract Amendment, if applicable, effective dates are: beginning date to <ending a="" date<="">.</ending>			
A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):			
 IV-D Contract with Governmental Entity □ JFS 01772 "IV-D Contract Cover Letter" □ JFS 07018 "IV-D Contract" and attached document that describes the performance standards □ JFS 07020 "Governmental Contractor IV-D Contract Budget" □ Commissioners' resolution or minutes □ JFS 07016 "IV-D Contract Security Addendum" □ Appropriate summary page of the county cost allocation plan, if applicable □ Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60 			
IV D Contract Amondment with Covernmental Entity			
 IV-D Contract Amendment with Governmental Entity □ JFS 01772 "IV-D Contract Cover Letter" □ JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable □ JFS 07020 "Governmental Contractor IV-D Contract Budget" □ Commissioners' resolution or minutes 			

JFS 01772 (Rev. 10/2024) 03/25/2025

	V-D X X X X X	Contract with Private Entity JFS 01772 "IV-D Contract Cover Letter" JFS 07018 "IV-D Contract" JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements" Commissioners' resolution or minutes JFS 07016 "IV-D Contract Security Addendum"
I	V-D	Contract Amendment with Private Entity
[JFS 01772 "IV-D Contract Cover Letter"
[JFS 07037 "IV-D Contract Amendment"
L		Commissioners' resolution or minutes
	SEA	hereby certifies that: All required documents have been reviewed
•	\boxtimes	
		All required documents are included
_		All mathematical calculations are correct
_	\boxtimes	This submission is timely
	\boxtimes	All required dated signatures have been obtained
[\supset	Other: <describe additional="" determinations="" the=""></describe>
	6	
Signati	ure	

Printed Name: Brandi Downhour Telephone Number: 740-652-7816

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street

Lancaster, Ohio 43130 Revisions: 000 Fiscal Year 2025

Page: 1 of 1

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order#

25002406 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

VENDOR

В

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POWERS INVESTIGATIONS INC 4945 BRADENTON DUBLIN, OH 43017

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

VENDOR PHONE NUMBER		DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
			2576		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
01/15/2025	18396	01/14/2025		JOB & FAMILY SERVICES	
		NOT	ES		

SERVICE OF PROCESS

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	SERVICE OF PROCESS	1.0	EACH	\$200.00	\$200.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$200.00 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: 01/15/2025

Auditor Fairfield County OH

 Total Ext. Price
 \$200.00

 Total Sales Tax
 \$0.00

 Total Freight
 \$0.00

 Total Discount
 \$0.00

 Total Credit
 \$0.00

Purchase Order Total \$200.00

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of Budget Manager 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: **Powers Investigations**Date: **3/18/2025 12:42:33 PM**

This search produced the following list of 1 possible matches:

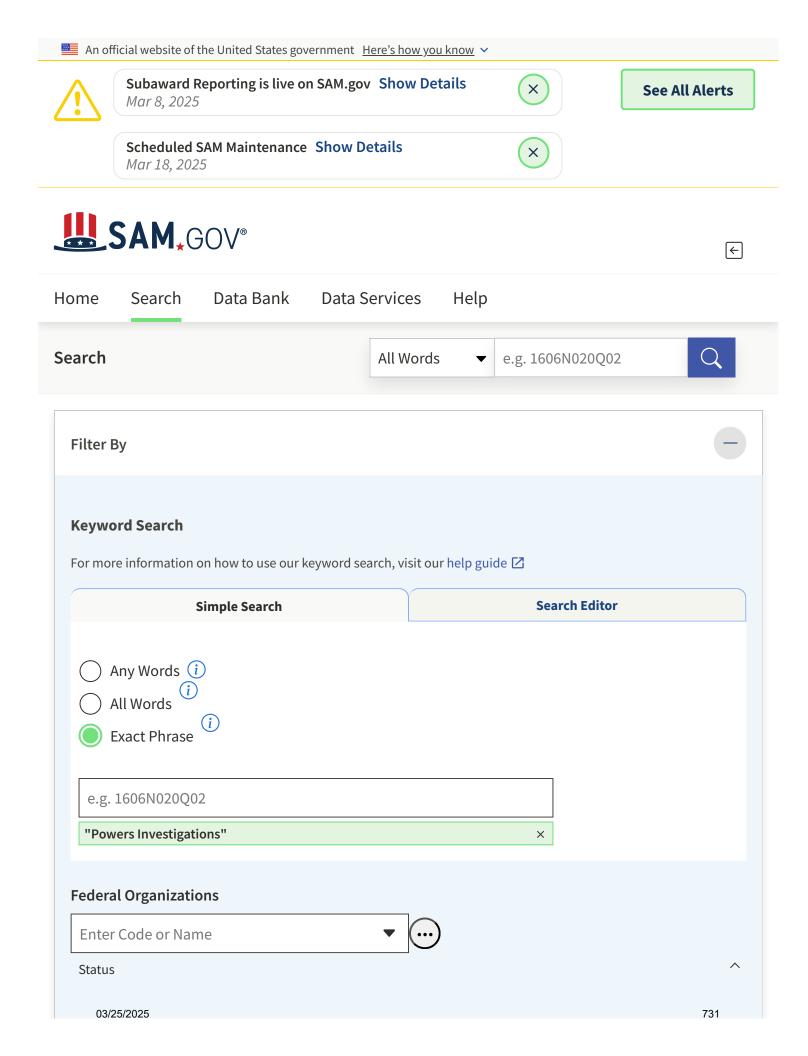
Name/Organization	Address
Youth Empowerment	1500 West 3rd Street

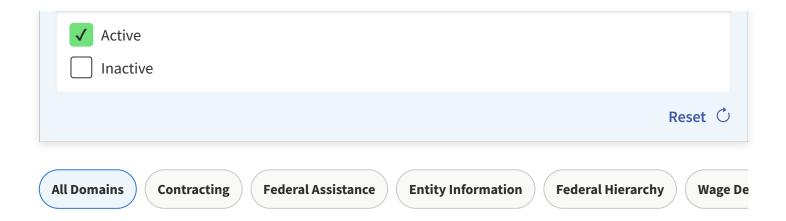
The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

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.





No matches found

Your search did not return any results.

To view Entity Registrations, Subcontract Reports, Subaward Reports you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes

Go Back



Our Website	Our Partners
About This Site	Acquisition.gov ☑
Our Community ☑	USASpending.gov ☑
Release Notes ☑	Grants.gov ☑
System Alerts	More Partners
Policies	Customer Service
Terms of Use	Customer Service Help
Terms of Use	Help
Terms of Use Privacy Policy	Help Check Entity Status

Accessibility Contact



⚠ WARNING

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.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

An official website of the U.S. General Services Administration

Ohio Department of Job and Family Services IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of and will be used only to the extent necessary in, locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

Il Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information received by the contractor from FPLS is needed for the purpose of and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

III. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

IV. Internal Revenue Service (IRS) Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and the contractor's officers or employees to be authorized access to federal tax information (FTI) must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time

the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of the FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligation and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.
- (12) For purposes of this contact, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- (13) The agency will have the right to void the contract if the contractor fails to meet the terms of the FTI safeguards described herein.

B. Criminal and Civil Sanctions

- (1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
- (2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an officer need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- (3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (4) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (5) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. Inspections

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

Steve Powers Powers Investigation	tions Inc.
5	3-13-2025
Signature of Contractor's Representative	Date
Steve Printed Name of Contractor's Representative	
Signature of Witness	3/13/2025
Signature or withess	Date
Daelynn Roberts Printed Name of Witness	

Fairfield County County CSEA

239 W. Main Street Lancaster, OH 43130

740-652-7889

Ohio Department of Job and Family Services

CERTIFICATION OF COMPLIANCE WITH COMPETITIVE SEALED BID REQUIREMENTS

The Child Support Enforcement Agency (CSEA) certifies that the attached IV-D Contract, signed and dated on 01.01.2025, between the Fairfield County CSEA and Powers Investigations, LLC is in compliance with applicable state and federal laws regarding competitive sealed bid requirements, in accordance with sections 307.86, 307.86.1, 307.862, 307.87, 307.88, 307.89, 307.90, 307.91, and 307.92 of the Ohio Revised Code, Chapter 5101:9-4 of the Ohio Administrative Code (the Fiscal Administrative Procedure Manual), and 45 C.F.R. 92.36.

Maı	nual)	, and 45 C.F.R. 92.36.
	The follo	CSEA used the competitive sealed bid process and the IV-D Contract was competitively bid as ws:
	1.	The Invitation to Bid (ITB) or Request for Proposal (RFP) appeared in the following newspaper of general circulation within the county: Lancaster Eagle Gazette
	2.	Dates that the ITB/RFP appeared: 11.18.2024
	3.	Date that bids or proposals were publicly opened: 11.18.2024
	4.	Number of bids or proposals received: 1
	5.	Date IV-D Contract was awarded: 12.20.2024
	The	CSEA is administered by a CDJFS and has elected to use the competitive sealed proposal process. e competitive sealed bid and competitive sealed proposal processes do not apply to this IV-D Contract to the following reason: <reason> .</reason>
Sign	natur	Date: March 18 th , 2025
	ntea i wnho	Name of CSEA's Representative: Brandi

03/25/2025 JFS 07015 (Rev. 10/2024)

Job Title: Budget Manager

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 Powers Investigations, LLC.

(Fairfield County Job and Family Services)

Approved as to form on 3/18/2025 3:33:15 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.II

A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Powers Investigations, LLC.

(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 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 Mary Ann Boone, 1233 North Columbus Street, Lancaster, OH 43130; and

WHEREAS, the contract provides for Hearing Officer services on IV-D eligible cases; and

WHEREAS, the CSEA shall reimburse Mary Ann Boone at the rate of 66% of the invoiced amounts from federal dollars, and shall not exceed \$6,600.00; and

WHEREAS, the local funding accounts for the remaining 34% of the contract amount, and shall not exceed \$3,400.00; and

WHEREAS, this agreement shall be effective January 1st, 2025 through December 31st, 2025; 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 Mary Ann Boone.

Prepared by: Brandi Downhour, JFS Budget Manager

Ohio Department of Job and Family Services

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, and are referred to as ODJFS Contract Number <contract #>. 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 01/01/2025 through 12/31/2025, 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 (or Adjusted Unit Rate, if applicable) for this IV-D Contract is \$100.00 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 \$10,000.00
- 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	\$3,400.00	Local Sources
FFP Reimbursement	\$6,600.00	
Total IV-D Contract Cost	\$10,000.00	

JFS 07018 (3(25) 2024) 74 Page 1 of 4

- **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 8:00am and 4:00pm on the following days Monday-Through 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), Christmas Day and the day after Christmas.
- 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

JFS 0701 9 (425)/2024) 742 Page 2 of 4

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.
- **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

JFS 07018 (1/25/2024) 743 page 3 of 4



A Contract regarding IV-D Boone between Job and Family Services and

Approved on 3/18/2025 8:41:20 AM by Patrick Welsh, Deputy Director of Child Support

(atu M. Well

Patrick Welsh

Deputy Director of Child Support

Approved on 3/18/2025 10:54:43 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

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:

1v-D Contract Signatures:		
Signature of CSEA's Representative	Printed Name of CSEA's Representativ	/e
Date of Signature		
Signature of Contractor's/Representative	Printed Name of Contractor's Represen	ntative
Mar hu Book	<name> Mary Ann Book</name>	
Date of Signature 18, 2025	Printed Street Address of Contractor <address></address>	
Printed Title of Contractor's Representative <title></td><td colspan=2>Printed City, State, and Zip Code of Contractor <City, State & Zip Code></td></tr><tr><td></td><td></td><td></td></tr><tr><td colspan=2>Signature of County Commissioner or Representative</td><td>f Signature</td></tr><tr><td colspan=2>Signature of County Commissioner or Representative</td><td>f Signature</td></tr><tr><td>Signature of County Commissioner or Representative</td><td>Date of</td><td>f Signature</td></tr><tr><td colspan=2>Signature of Prosecutor, if required by County Commissioners</td><td>f Signature</td></tr></tbody></table></title>		

Fairfield County CSEA

239 W Main Street Lancaster, OH 43130

Ohio Department of Job and Family Services Office of Child Support Fiscal Administration, Contract Unit P.O. Box 183203 Columbus, Ohio 43218-3203 Date: March 18th, 2025

Ohio Department of Job and Family Services

IV-D CONTRACT COVER LETTER

The IV-D Contract is between the Fairfield County Child Support Enforcement Agency (CSEA) and the: Clerk of Court County Prosecutor Court of Common Pleas, Juvenile Division Court of Common Pleas, Domestic Relations Division Sheriff Other Legal Services Provider Other: Mary Ann Boone				
This IV-D Contract is for the following services: Clerk of Court filing services Legal Services Magistrate Services Service of Process Security Other: Hearing Officer				
The unit rate (or justified unit rate) is \$100.00per Hour (from paragraph 4A of the JFS 07018).				
The IV-D Contract effective dates are: 01/01/2025 to 12/31/2025. The IV-D Contract Amendment, if applicable, effective dates are: <beginning date=""> to <ending date="">.</ending></beginning>				
A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):				
 IV-D Contract with Governmental Entity JFS 01772 "IV-D Contract Cover Letter" JFS 07018 "IV-D Contract" and attached document that describes the performance standards JFS 07020 "Governmental Contractor IV-D Contract Budget" Commissioners' resolution or minutes JFS 07016 "IV-D Contract Security Addendum" Appropriate summary page of the county cost allocation plan, if applicable Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60 				
IV-D Contract Amendment with Governmental Entity	\neg			
☐ JFS 01772 "IV-D Contract Cover Letter" ☐ JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable ☐ JFS 07020 "Governmental Contractor IV-D Contract Budget" ☐ Commissioners' resolution or minutes				

$\overline{}$	Contract with Private Entity JFS 01772 "IV-D Contract Cover Letter" JFS 07018 "IV-D Contract"
	JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements"
\boxtimes (Commissioners' resolution or minutes
\square	JFS 07016 "IV-D Contract Security Addendum"
☐ IV-D C	Contract Amendment with Private Entity
=	JFS 01772 "IV-D Contract Cover Letter"
=	JFS 07037 "IV-D Contract Amendment"
	Commissioners' resolution or minutes
The CSEA h	ereby certifies that:
\boxtimes .	All required documents have been reviewed
\boxtimes ,	All required documents are included
\boxtimes ,	All mathematical calculations are correct
\boxtimes	This submission is timely
\boxtimes ,	All required dated signatures have been obtained
— (Other: <describe additional="" determinations="" the=""></describe>
Signature /	

Printed Name: Brandi Downhour Telephone Number: 740-652-7816 Fairfield County County CSEA

239 W. Main Street Lancaster, OH 43130

740-652-7889

Ohio Department of Job and Family Services

CERTIFICATION OF COMPLIANCE WITH COMPETITIVE SEALED BID REQUIREMENTS

The Child Support Enforcement Agency (CSEA) certifies that the attached IV-D Contract, signed and dated on 01.01.2025, between the Fairfield County CSEA and Mary Ann Boone is in compliance with applicable state and federal laws regarding competitive sealed bid requirements, in accordance with sections 307.86, 307.86.1, 307.862, 307.87, 307.88, 307.89, 307.90, 307.91, and 307.92 of the Ohio Revised Code, Chapter 5101:9-4 of the Ohio Administrative Code (the Fiscal Administrative Procedure Manual), and 45 C.F.R. 92.36.

- The CSEA used the competitive sealed bid process and the IV-D Contract was competitively bid as follows:
 - 1. The Invitation to Bid (ITB) or Request for Proposal (RFP) appeared in the following newspaper of general circulation within the county: Lancaster Eagle Gazette
 - 2. Dates that the ITB/RFP appeared: 11.18.2024
 - 3. Date that bids or proposals were publicly opened: 11.18.2024
 - 4. Number of bids or proposals received: 2
 - Date IV-D Contract was awarded: 12.20.2024

The CSEA is administered by a	CDJFS and has	elected to us	se the competitive	sealed proposal	process

The competitive sealed bid and competitive sealed proposal processes do not apply to this IV-D Contract due to the following reason: <reason> .

Date: March 18th, 2025

Signature of CSEA's Representative

Printed Name of CSEA's Representative: Brandi

Downhour

Job Title: Budget Manager

03/25/2025 JFS 07015 (Rev. 10/2024)

Ohio Department of Job and Family Services

IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of and will be used only to the extent necessary in, locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

II Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information received by the contractor from FPLS is needed for the purpose of and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

III. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

IV. Internal Revenue Service (IRS) Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and the contractor's officers or employees to be authorized access to federal tax information (FTI) must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time

the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of the FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligation and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.
- (12) For purposes of this contact, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- (13) The agency will have the right to void the contract if the contractor fails to meet the terms of the FTI safeguards described herein.

B. Criminal and Civil Sanctions

- (1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years; or both, together with the costs of prosecution.
- (2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an officer need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- (3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

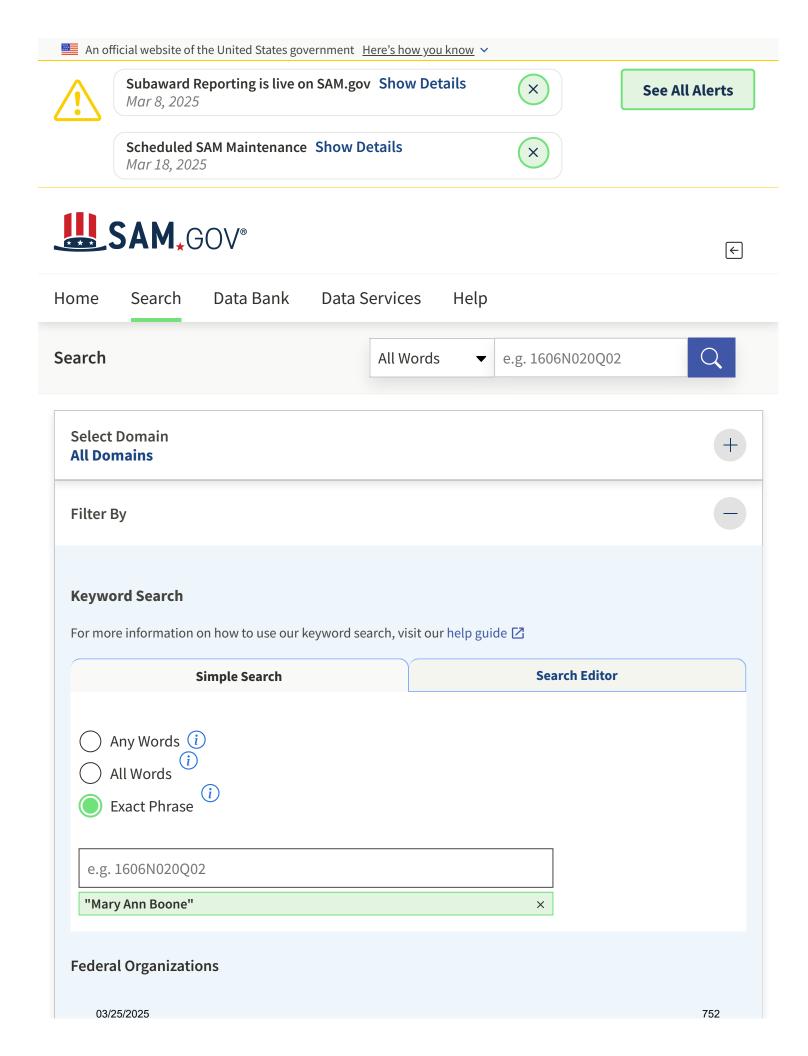
JFS 07016 (Rev. 11/2022) Page 2 of 3

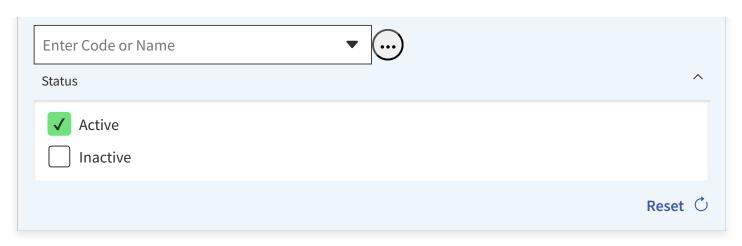
- (4) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (5) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

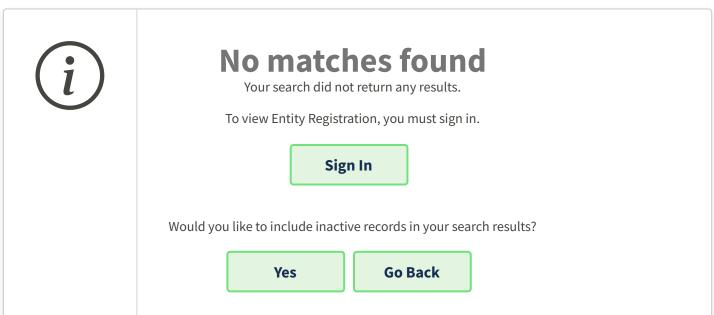
C. Inspections

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

Printed Name of Contractor or Company	
Mar an Bon	3/3/25
Signature of Contractor's Representative	Date
Printed Name of Contractor's Representative	3-3-25
Signature of Witness	Date
Printed Name of Witness	









Our Website	Our Partners
About This Site	Acquisition.gov ☑
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System Alerts	More Partners
Policies	Customer Service
Terms of Use	Help
Privacy Policy	Check Entity Status
03/25/2025	753

Restricted Data Use

Federal Service Desk

Freedom of Information Act ☑

External Resources

Accessibility

Contact



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Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: Mary Ann Boone Date: 3/18/2025 12:40:48 PM

This search produced the following list of **7** possible matches:

Address
208 S. Remington
7886 Via Attilio
502 Patricia Drive
2549 Hard Road
849 Oakfield Avenue
5316 Springfield-Jamestown Road
38510 Flanders Drive

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of Budget Manager 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25 Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Fiscal Year 2025

Page: 1 of 1

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

581 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

>EZDOR

В

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0

MARY ANN BOONE 515 MILL RD SW LANCASTER, OH 43130

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

VENDOR PHONE NUMBER		NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
740-654-5704	4		708		
DATE ORDERED VENDOR NUMBE		ER DATE REQUIRED FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/01/2025 64690		01/01/2025		JOB & FAMILY SERVICES	
NOTES					

IV-D 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	IV-D HEARING OFFICER	1.0	EACH	\$12,501.00	\$12,501.00

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

It is hereby certified that the amount \$12,501.00 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: 01/01/2025

Auditor Fairfield County OH

 Total Ext. Price
 \$12,501.00

 Total Sales Tax
 \$0.00

 Total Freight
 \$0.00

 Total Discount
 \$0.00

 Total Credit
 \$0.00

Purchase Order Total \$12,501.00

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 Mary Ann Boone.

(Fairfield County Job and Family Services)

Approved as to form on 3/18/2025 4:10:42 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.mm

A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and 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 \$80,497.58; and

WHEREAS, the local funding accounts for the remaining 34% of the contract amount, and shall not exceed \$41,468.45; and

WHEREAS, this agreement shall be effective January 1st, 2025 through December 31st, 2025; 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: Brandi Downhour, JFS Budget Manager

Ohio Department of Job and Family Services 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 Department (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 CR Part= 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, and are referred to as ODJFS Contract Number 23250909. 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 01/01/2025 through 12/31/2025, 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: Sabject 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 sules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtit ≥ 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
11.0	

4. IV-D Contract Costs:

- 4A. Unit Rate: The Unit Rate (or Adjusted Unit Rate, if applicable) for this IV-D Contract is \$58.64 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 \$121,966.03
- 5. Availability of Funcs: 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
No■Federal Share	\$41,468.45	Local Sources
FFP Reimbursement	\$80,497.58	
Total IV-D Contract Cost	\$121,966.03	

- 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 04:00 P.M. on the following days Monday through 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, Junetenth, Independence Day, Labor Day, Fairfield County Fair Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (closed at noon), Christmas Day and the Day after Christmas.
- 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
 - Mcdifications: 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 Centractor 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 Juring 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 in direct 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.

damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

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- 15. Insurance: When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessar; to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could ca_se 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 Chio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes cisqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must ammediately 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, layof, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 23. Termination: This IV-D Centract 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 coes 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 b_siness 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 reminates, 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:

Printed Name of CSEA's Representative			
Patrick Welsh, Deputy Director of Child Support Enforcement			
Printed Name of Contractor's Representative			
Fairfield CountySheriff's Department			
Printed Street Address of Contractor			
344 Lincoln Ave			
Printed City, State, and Zip Code of Contractor			
Lancaster, OH 43130			
Date of Signature			

Signature of County Commissioner or Representative	Date of Signature
Signature of Cou_ty 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

(atu M. Well

Approved on 3/18/2025 8:40:52 AM by Patrick Welsh, Deputy Director of Child Support

Patrick Welsh

Deputy Director of Child Support

Approved on 3/18/2025 10:54:11 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

Performance Standards

Sheriff Department - Security

Fairfield County

Section 6; page 3

Attachment 1

Fairfield County Sheriff Department shall provide the Fairfield County Child Support Enforcement Agency (CSEA) with one (1) dedicated, fully trained and certified Deputy to perform all security for the IV-D child support hearings held at the Governmental Services Building, located at 239 West Main Street, Lancaster, Ohio 43130. In the event the dedicated Deputy is unavailable, it will be the responsibility of the Sheriff's Department to provide a substitute Deputy that is fully trained and certified to act in the capacity of the dedicated, assigned Deputy.

The Deputy assigned will dedicate 100% of his time for the Fairfield County CSEA on IV-D cases and related matters. The primary duty shall be providing security to staff and clients while on the premises regarding child support hearings.

The CSEA shall keep the Sheriff's Office informed of all changes and updates in the Federal, State and Local IV-D programs, as this may affect the contract. The deputy shall submit monthly an accurate and complete invoice to FCJFS for services provided during the previous month. Invoices shall be submitted within 10 days from the close of the previous month. FCJFS will review all invoices for accuracy before making payment within thirty (30) days after receipt of an accurate and complete invoice.

Ohio Department of Job and Family Services

GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

County:					
Governmental Contractor:	SHERIFF				
Type of IV-D Contract:	SECURITY				
I. Staff		Estimated Amount			
A. Salarie	es	\$81,633.00			
B. Payrol	Related Expenses	\$40,333.03			
	Total Staff Costs	\$121,966.03			
II. Operations					
A. Travel	and Short Term Training	\$0.00			
B. Consu	mable Supplies	\$0.00			
<u> </u>	ancy Costs	\$0.00			
	et Costs	\$0.00			
E. Contra	\$0.00				
F. Miscel		\$0.00			
	Total Operations Costs	\$0.00			
III. Equipment					
<u> </u>	ment Subject to Depreciation	\$0.00			
<u> </u>	ment Purchases	\$0.00 \$0.00			
C. Lease	C. Leased and Rented Equipment				
	Total Equipment Costs	\$0.00			
	Sub-Total of All Costs	\$121,966.03			
	IV. MINUS Fees Collected by the Contractor				
		040400000			
	Total Expenses	\$121,966.03			

		I.A. Salar	ies		
I.A.1. Principal Staff					
Position Title	Total Annual Hours Paid by County	Annual Hours Worked in Contracted Office	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget
Security	2080	2080	\$81,633.00	100.00%	\$81,633.00
Notes:					

			I.A. Salari	es		
I.A.2.	Support Staff					
		Total Annual	Total Hours Spent		% of Salary	
	Position Title	Hours Paid by County	Assisting Principal Staff	Annual Salary	Applied to Budget	Salary Applied to Budget
	rosition ritie	County	Fillicipal Stall	Ailliuai Salary	Buuget	to Budget
I.A.3.	Unassociated Staff					
	Position Title					1
Total	Salaries Applied to tl	his Contract				\$81,633.00

I.B. Payroll Related Expenses					
Time	Percentage	Salary	Amount Applied to Budget		
Type ODERS or Social Security	18.10%				
OPERS or Social Security		\$81,633.44	\$14,775.65		
Workers' Compensation/Unemployment Insurance	1.50%	\$81,633.44	\$1,224.50		
Retirement Expense/Medicare	1.45%	\$81,633.44	\$1,183.68		
Hospitalization Insurance Premium			\$23,115.00		
Other Life			\$34.20		
Other					
Total Payroll Related Expenses		<u> </u>	\$40,333.03		
			Ţ.0,000.00		

Notes:	

	II.A. Trave	and Short	Term 7	Γraining		
Туре				Amount	Prorate %	Amount Applied to Budget
Mileage Reimbursement Short Term Training		Mileage rate	Miles	Total mileage \$0.00		
Other Other Other						
Total Travel and Short	Term Training					\$0.00
						Ψ0.00
Notes:						

	II.B. Consu	mable Su	pplies	
Туре		Amount	Prorate %	Amount Applied to Budget
Office Supplies				
Cleaning Supplies				
Other				1
Other				1
				!
				!
				!
				!
Total Consumable	Supplies			\$0.00
Notes:				

II.C. Occ	upancy Costs		
	Amount	Prorate %	Amount Applied to Budget
Rental at per square foot:	\$0.00		-
or			
Usage allowance/depreciation at % rate of original a cost by Program Square Footage Percentage	acquisition		
(Program Square Footage ÷ Provider Square Foota	ge)		
Maintenance and Repairs			
Utilities (if not included in rent) Heat and Light			
Telephone Water			
Other: Other: Other:			
Otrier.			
Total Occupancy Costs			\$0.00
NI-4			
Notes:			

	II.D. Indirect Cos	sts	
Category	CAP Amount	Prorate %	Amount Applied to Budget
Total Indirect Costs			\$0.0
Notes:			

Туре	Amount	Prorate %	Amount Applied to Budget
tal Contract and Professional Services	Costs		\$0.

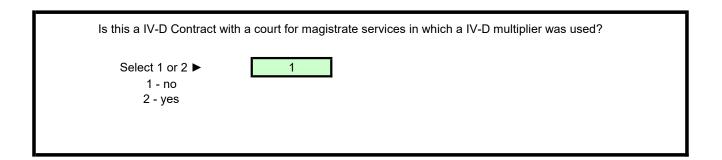
II.	F. Miscellaneou	us	
Description	Amount	Prorate %	Amount Applied to Budget
Total Miscellaneous Costs			<u> </u> \$0.0
otal miscenarious costs			ψυ.υ
Notes:			

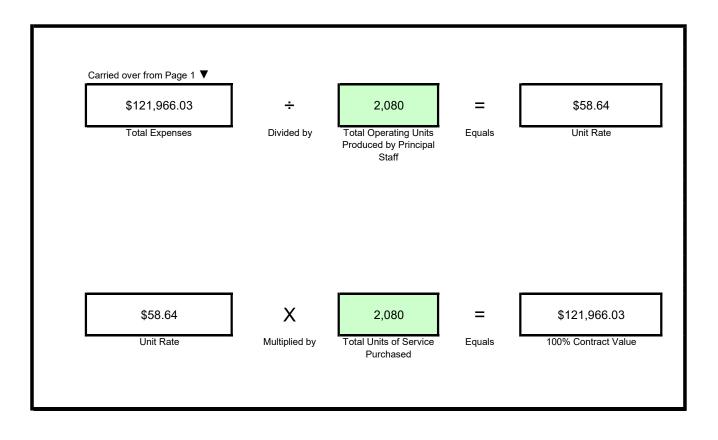
		III.A.	Equip	ment Subje	ct to Depre	ciation			
Equipment to be Depreciated	New or Used	Purchase Date	Quantity	Total Actual Cost	Salvage Value per Item	Total Amount to be Depreciated	Useful Life	Prorate %	Chargeable Amount of Depreciation
Total Equipment Depreciation C	Charges								\$0.00
Notes:									

III.B.	Equipment	Purchase	es	
ltem	Amount	Prorate %	Quantity	Amount Applied to Budget
	7	7.10.000 //	quantity	
Total Corell Familians and Disselves				Φ0.00
Total Small Equipment Purchases				\$0.00
Notes:				

	III.C. Lease and F	Rental Equ	ipment		
					Amount Applied
ltem	Model and Year	Amount	Prorate %	Quantity	to Budget
Total Lease and Rental	Equipment				\$0.00
Notes:					
140103.					

BUDGET COMPUTATION WORKSHEET





Ohio Department of Job and Family Services IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All Ohio Department of Texation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of and will be used only to the extent necessary in, locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

II Federal Par∋nt Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information received by the contractor from FPLS is needed for the purpose of and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. colligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

III. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information and records received from the Ohio Department of Job and Family Services, Office of Unemploymer. Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

IV. Internal R∈venue Service (IRS) Information

A. Performan Ee

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work wi be pe formed under the supervision of the contractor.
- (2) The contractor and the contractor's officers or employees to be authorized access to federal tax information (FTI) must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor wil certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time

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the work is completed. If immed ate purging of physical and electronic data storage is not possible, the contractor will pertify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized cisclosures.

- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 10 5. To mee: functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of the FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligation and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor her∈under by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.
- (12) For purposes of this contact, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- (13) The agency will have the right to void the contract if the contractor fails to meet the terms of the FTI safeguards described herein.

B. Criminal and Civil Sanctions

- (1) Each office⁻ or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed ⊃ such officer or employee can be used only for a purpose and to the extent authorized herein, and that furthe⁻ disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
- (2) Each office or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an officer need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- (3) Each office of employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These benalt es are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (4) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (5) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency 3 security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. Inspection∋

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

FAIRFIELD COUNTY SHERIFFS	OFFICE
Printed Name of Contractor or Company	
Signature of Contractor's Representative	3/5/2025 Date
Printed Name of Contractor's Representative	
Signature of Vitness	03.04.2025 Date
KELLY DAUGHERTY	
Printed Name of Witness	

Fairfield County CSEA Farfield County Job & Family Services 239 W Main Street Lancaster, OH 43130

Ohio Department of Job and Family Services Office of Child Support Fiscal Administration, Contract Unit P.O. Box 183203 Columbus, Ohio 43218-3203 Date: March 18th, 2025

Ohio Department of Job and Family Services

IV-D CONTRACT COVER LETTER

The IV-D C	contract is between the Fairfield County Child Support Enforcement Agency (CSEA) and the: Clerk of Court County Prosecutor Court of Common Pleas, Juvenile Division Court of Common Pleas, Domestic Relations Division Sheriff Other Legal Services Provider Other: <describe contract="" iv-d="" the=""></describe>
This IV-D C	Contract is for the following services: Clerk of Court filing services Legal Services Magistrate Services Service of Process Security Other: <describe contract="" iv-d="" the=""></describe>
The unit rat	te (or justified unit rate) is \$58.64per hour (from paragraph 4A of the JFS 07018).
	contract effective dates are: January 1 st , 2025 to December 31, 2025. The IV-D Contract Amendment, e, effective dates are: n/a to n/a.
Administrat	ne following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio cive Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check that you have attached):
⊠ IV-D ⊠ ⊠ ⊠ □	Contract with Governmental Entity JFS 01772 "IV-D Contract Cover Letter" JFS 07018 "IV-D Contract" and attached document that describes the performance standards JFS 07020 "Governmental Contractor IV-D Contract Budget" Commissioners' resolution or minutes JFS 07016 "IV-D Contract Security Addendum" Appropriate summary page of the county cost allocation plan, if applicable Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60
	Contract Amondment with Covernmental Entity
	Contract Amendment with Governmental Entity JFS 01772 "IV-D Contract Cover Letter" JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable JFS 07020 "Governmental Contractor IV-D Contract Budget" Commissioners' resolution or minutes

JFS 01772 (Rev. 10/2024) 03/25/2025

 IV-D Contract with Private Entity JFS 01772 "IV-D Contract Cover Letter" JFS 07018 "IV-D Contract" JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements" Commissioners' resolution or minutes JFS 07016 "IV-D Contract Security Addendum" 	
 IV-D Contract Amendment with Private Entity □ JFS 01772 "IV-D Contract Cover Letter" □ JFS 07037 "IV-D Contract Amendment" □ Commissioners' resolution or minutes 	
The CSEA hereby certifies that: All required documents have been reviewed All required documents are included All mathematical calculations are correct This submission is timely All required dated signatures have been obtained Other: <describe additional="" determinations="" the=""></describe>	
Signature	

Printed Name: Brandi Downhour Telephone Number: 740-652-7816

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of Budget Manager 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

Purchase Order

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 002

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order#

631 - 02

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

FAIRFIELD CO SHERIFF 345 LINCOLN AVE LANCASTER, OH 43130

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

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VENDOR

SHIP TO

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

VENDOR PHONE N	UMBER VEN	DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
	714				
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
01/01/2025	72510	01/01/2025		JOB & FAMILY SERVICES	
NOTES					

Sheriff IV-D Security

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: Sheriff IV-D Security	1.0	EACH	\$40,001.00	\$40,001.00

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

It is hereby certified that the amount \$40,001.00 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: 01/01/2025

Auditor Fairfield County OH

Total Ext. Price	\$40,001.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$40,001.00

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 3/18/2025 3:48:19 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.nn

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 \$55,812.25; and

WHEREAS, the local funding accounts for the remaining 34% of the contract amount, and shall not exceed \$28,751.77; and

WHEREAS, this agreement shall be effective January 1st, 2025 through December 31st, 2025; 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: Brandi Downhour, JFS Budget Manager

Ohio Department of Job and Family Services

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 3 25.17 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 Department (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 so if fully written herein, and are referred to as ODJFS Contract Number 23250907. Nothing in this IV-D Contract shall be construed sometrary to state or federal laws and regulations.

IV-D Contract Tems:

- 1. IV-D Contract Period: The IV-D Contract is effective from 01/01/2025 through 12/31/2025, 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 C3EA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
- 2. Unit of Ser-ice: 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, Subtit 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 Fate: The Unit Rate (or Adjusted Unit Rate, if applicable) for this IV-D Contract is \$50.82 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 \$84,564.02
- 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 mentain 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
Not-F∈deral Share	\$28,751.77	Local Sources
FFF R∈imbursement	\$55,812.25	
Total IV-D Contract Cost	\$84,564.02	,

5B. The CEEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

JFS 07018/275/2024
791 Page 1 of 4

- 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 04:00 P.M. on the following days Monday through Friday with the exception of the following days: New Years 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), Christmas Day and the Day after Christmas.
- 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
 - Medifications: 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 w
- 9. Billing Req_irements: When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is s_braitted 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 curing 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 E-valuation) 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 implificated 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 dimetrial 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.
- 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/cr related expenses incurred through the provision of services under this IV-D Contract.

03/25/2025 792 JFS 07018 (Rev. 10/202-) Page 2 of 4

- 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 nijury 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 Ohic 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. Confiderate: 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 Rig-ts: The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
- 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 out not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertisins, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeshio.
- 23. Termination: This IV-D Contract may be terminated:
 - 23A. Ey mutual agreement at any time after the date on which the two parties reach their decision.
 - If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not evailable 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 term nation 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 w-itt∋n 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 th∈ 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 besiness 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 recent of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contactor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall c=lculate 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, Deputy Director of Child Support Enforcement		
Date of Signature			
Signature of Con_ractor's Representative	Printed Name of Contractor's Representative		
Date of Signature	Fairfield CountySheriff's Department Printed Street Address of Contractor		
3/5/2025	344 Lincoln Ave		
Printed Title of Contractor's Representative Sheriff	Printed City, State, and Zip Code of Contractor Lancaster, OH 43130		
Signature of Courty Commissioner cr Representative	Date of Signature		
Signature of Courty Commissioner cr 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 3/18/2025 8:40:38 AM by Patrick Welsh, Deputy Director of Child Support

(atu M. Well

Patrick Welsh

Deputy Director of Child Support

Approved on 3/18/2025 10:54:01 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

Performance Standards

Sheriff Department – Service of Process

Fairfield County

Section 6; page 3

Attachment 1

The officer assigned will work 80% of his time for the Fairfield County CSEA on IV-D cases and related matters. The primary service involves location, execution of arrest warrants on criminal non support-cases and all service of process for legal division.

The officer assigned will provide investigation, location, security at hearings when needed and service on IV-D cases.

The Fairfield County CSEA will reimburse the Fairfield County Sheriff's Office for services provided through this contract. On a monthly basis, using Form #7035, the Sheriff Deputy will:

- a. Provide the number of attempts to execute arrest warrants,
- b. Provide the number of individuals taken into custody under warrants.
- c. Provide the number of attempts to serve process,
- d. Provide the number of subpoenas actually served,
- e. Log the number of hours spend on IV-D investigations,
- f. Provide a total roster of all IV-D cases receiving attention during the month including service date, type of activity and time spend working on each case. Submit an invoice within 30 days of the end of the billing month.

Performance Standards Sheriff Department Attachment 7018.doc

Purchase Order

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 002

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order#

632 - 02

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

FAIRFIELD 345 LINCO LANCASTE

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FAIRFIELD CO SHERIFF 345 LINCOLN AVE LANCASTER, OH 43130

JOB & FAMILY SERVICES

239 W MAIN STREET

Phone: 740-652-7889

LANCASTER, OH 43130

SHIP TO

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

VENDOR PHONE N	UMBER VEN	DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
			723	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2025	72510	01/01/2025		JOB & FAMILY SERVICES
NOTES				

SOP SHERIFF 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: SOP SHERIFF IV-D	1.0	EACH	\$43,001.00	\$43,001.00

COUNTY AUDITOR'S CERTIFICATE

03/25/2025

It is hereby certified that the amount \$43,001.00 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: 01/01/2025

Auditor Fairfield County OH

 Total Ext. Price
 \$43,001.00

 Total Sales Tax
 \$0.00

 Total Freight
 \$0.00

 Total Discount
 \$0.00

 Total Credit
 \$0.00

Purchase Order Total \$43,001.00

Ohio Department of Job and Family Services

GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

	Summary Sheet	
County:	FAIRFIELD COUNTY	
Governmental Contractor:	SHERIFF	
Type of IV-D Contract:	SERVICE OF PROCESS	
I. Staff		Estimated Amount
A. Salar	es	\$65,358.40
B. Payro	ll Related Expenses	\$40,346.63
	Total Staff Costs	\$105,705.03
II. Operations		
A. Trave	l and Short Term Training	\$0.00
B. Cons	umable Supplies	\$0.00
C. Occu	pancy Costs	\$0.00
D. Indire	ct Costs	\$0.00
E. Contr	act and Professional Services	\$0.00
F. Misce	llaneous	\$0.00
	Total Operations Costs	\$0.00
III. Equipment		
A. Equip	ment Subject to Depreciation	\$0.00
B. Equip	ment Purchases	\$0.00
C. Lease	ed and Rented Equipment	\$0.00
	Total Equipment Costs	\$0.00
	Sub-Total of All Costs	\$105,705.03
	IV. MINUS Fees Collected by the Contractor	
	Total Expenses	\$105,705.03

		I.A. Salar	ies		
I.A.1. Principal Staff					
Position Title	Total Annual Hours Paid by County	Annual Hours Worked in Contracted Office	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget
SERVICE OF PROCESS	2080	1664	\$81,698.00	80.00%	\$65,358.40
Notes:					

			I.A. Salari	es		
I.A.2.	Support Staff					
	Danisian Tisla	Total Annual Hours Paid by	Total Hours Spent Assisting	Ammuel Colom	% of Salary Applied to	Salary Applied
	Position Title	County	Principal Staff	Annual Salary	Budget	to Budget
I.A.3.	Unassociated Staff					
	Position Title					
Total	Colorino Applical to 4	nio Contract				PGE 259 40
rotal	Salaries Applied to t	nis Contract				\$65,358.40

I.B. Payroll Related Expenses					
_			mount Applied to		
Туре	Percentage	Salary	Budget		
OPERS or Social Security	18.10%	\$81,698.00	\$14,787.34		
Workers' Compensation/Unemployment Insurance	1.50%	\$81,698.00	\$1,225.47		
Retirement Expense/Medicare	1.45%	\$81,698.00	\$1,184.62		
Hospitalization Insurance Premium			\$23,115.00		
Other Life			\$34.20		
Other			• • • • • • • • • • • • • • • • • • • •		
Other					
Other					
Other					
Other					
Total Payroll Related Expenses			\$40,346.63		
Total Fayroli Related Expelises			φ40,540.03		

Notes:			

	II.A. Trave	and Short	Term 7	Γraining		
Туре				Amount	Prorate %	Amount Applied to Budget
Mileage Reimbursement Short Term Training		Mileage rate	Miles	Total mileage \$0.00		
Other Other Other						
Total Travel and Short	Term Training					\$0.00
						Ψ0.00
Notes:						

II.B. Consumable Supplies				
Туре		Amount	Prorate %	Amount Applied to Budget
Office Supplies Cleaning Supplies Other Other Other Other Other Other		Amount	Fibrate 70	Amount Applied to Budget
Total Consumable Notes:	Supplies			\$0.00

	II.C. (Occupa	ancy Costs		
		<u> </u>	Amount	Prorate %	Amount Applied to Budget
Rental at	per square foot:		\$0.00		
or					
	/depreciation at % rate of orig ram Square Footage Percent		isition		
	Footage ÷ Provider Square F				
Maintenance and	Repairs				
Utilities (if not inc Heat a	luded in rent) and Light				
Teleph Water	none				
Other: Other:					
Other:					
Total Occupancy	v Coete				\$0.00
Total Occupant	y Costs				ψ0.00
Notes:					

	II.D. Indirect Cos	sts	
Category	CAP Amount	Prorate %	Amount Applied to Budget
Total Indirect Costs			\$0.00
Notes:			

II.E. Contract & Professional Services						
Туре	Amount	Prorate %	Amount Applied to Budget			
,,			·			
Total Contract and Professional Services Costs			\$0.00			
Notes:						
140165.						

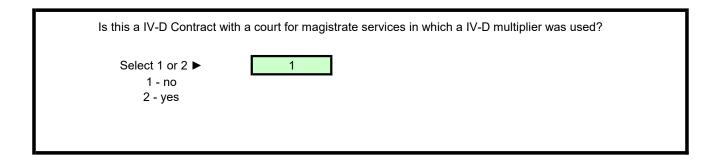
II	.F. Miscellaneo	us	
Description	Amount	Prorate %	Amount Applied to Budge
otal Miscellaneous Costs			\$0.
otes:			

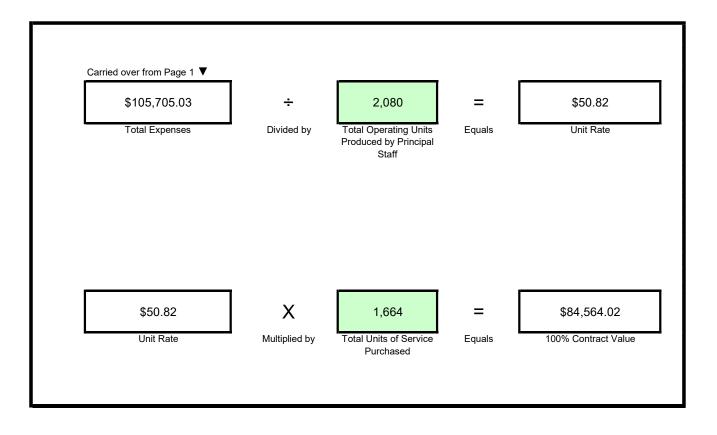
III.A. Equipment Subject to Depreciation									
Equipment to be Depreciated	New or Used	Purchase Date	Quantity	Total Actual Cost	Salvage Value per Item	Total Amount to be Depreciated	Useful Life	Prorate %	Chargeable Amount of Depreciation
									-
Total Equipment Depreciation (Charges							·	\$0.00
Notes:									
110.00.									

III.B. Equipment Purchases							
ltem	Amount	Prorate %	Quantity	Amount Applied to Budget			
	7	7.10.000 //	quantity				
Total Corell Familians and Disselves				Φ0.00			
Total Small Equipment Purchases				\$0.00			
Notes:							

III.C. Lease and Rental Equipment								
14	M. I. I. and Warn		54- 0/	24!4	Amount Applied			
Item	Model and Year	Amount	Prorate %	Quantity	to Budget			
Total Lease and Rental Equ	ıipment				\$0.00			
N								
Notes:								

BUDGET COMPUTATION WORKSHEET





Ohio Department of Job and Family Services

IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Ohio Depart ment of Taxation Information

In performance of this cortract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of and will be used only to the extent necessary in, locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125 43 of the Revised Code or in compliance with a court order.

II Federal Par∈nt Locato - Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information received by the contractor from FPLS is needed for the purpose of and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. abligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

III. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

IV. Internal Revenue Service (IRS) Information

A. Performan>e

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work wi be performed under the supervision of the contractor.
- (2) The contractor and the contractor's officers or employees to be authorized access to federal tax information (FTI) must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers cr employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related our put and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time

the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will pertify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized c scources.

- (6) Any spoilaç∋ cr any in ermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 10-5. To meet functional and assurance requirements, the security features of the environment must provide for the manageria, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work in olving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of the FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligation and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.
- (12) For purposes of this contact, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- (13) The agenzy will have the right to void the contract if the contractor fails to meet the terms of the FTI safeguards described her∋in.

B. Criminal a∎d Civil Sanctions

- (1) Each officer o⁻ employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed ⊃ such officer or employee can be used only for a purpose and to the extent authorized herein, and that furthe⁻ disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fire of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution
- (2) Each office of employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that excess/inspection of FTI without an officer need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as year, or both, together with the costs of prosecution.
- (3) Each office of employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the office or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These benalt es are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Page 2 of 3

- (4) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individ_ally identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (5) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. Inspections

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

FAIRFIELD COUNTY SHERIFFS OFFI	Œ
Printed Name of Contractor or Company	
Signature of Contractor's/Representative	3/5/2025
Printed Name of Contractor's Representative	
Ckeilydaugherty	03-04-2025
Signature of Vitness	Date
KELLY DAUGHERTY	
Printed Name of Witness	

Fairfield County CSEA Farfield County Job & Family Services 239 W Main Street Lancaster, OH 43130

Ohio Department of Job and Family Services Office of Child Support Fiscal Administration, Contract Unit P.O. Box 183203 Columbus, Ohio 43218-3203 Date: March 18th, 2025

Ohio Department of Job and Family Services

IV-D CONTRACT COVER LETTER

The IV-D C	Contract is between the Fairfield County Child Support Enforcement Agency (CSEA) and the: Clerk of Court County Prosecutor Court of Common Pleas, Juvenile Division Court of Common Pleas, Domestic Relations Division Sheriff Other Legal Services Provider Other: <describe contract="" iv-d="" the=""></describe>
This IV-D (Contract is for the following services: Clerk of Court filing services Legal Services Magistrate Services Service of Process Security Other: <describe contract="" iv-d="" the=""></describe>
The unit ra	te (or justified unit rate) is \$50.82per hour (from paragraph 4A of the JFS 07018).
A copy of t Administra	Contract effective dates are: January 1 st , 2025 to December 31, 2025. The IV-D Contract Amendment, e, effective dates are: n/a to n/a. the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio tive Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check that you have attached):
IV-D	Contract with Governmental Entity JFS 01772 "IV-D Contract Cover Letter" JFS 07018 "IV-D Contract" and attached document that describes the performance standards JFS 07020 "Governmental Contractor IV-D Contract Budget" Commissioners' resolution or minutes JFS 07016 "IV-D Contract Security Addendum" Appropriate summary page of the county cost allocation plan, if applicable Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60
□ IV-D	Contract Amendment with Governmental Entity JFS 01772 "IV-D Contract Cover Letter" JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended
	performance standards, if applicable JFS 07020 "Governmental Contractor IV-D Contract Budget" Commissioners' resolution or minutes

JFS 01772 (Rev. 10/2024) 03/25/2025

	IV-D	Contract with Private Entity JFS 01772 "IV-D Contract Cover Letter" JFS 07018 "IV-D Contract" JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements" Commissioners' resolution or minutes JFS 07016 "IV-D Contract Security Addendum"
	IV-D	Contract Amendment with Private Entity JFS 01772 "IV-D Contract Cover Letter" JFS 07037 "IV-D Contract Amendment" Commissioners' resolution or minutes
The (CSEA	A hereby certifies that: All required documents have been reviewed All required documents are included All mathematical calculations are correct This submission is timely All required dated signatures have been obtained Other: <describe additional="" determinations="" the=""></describe>
		Other. Suescribe the additional determinations?

Printed Name: Brandi Downhour Telephone Number: 740-652-7816

Signature

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) 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
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of Budget Manager 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.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

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 3/18/2025 4:09:09 PM by Steven Darnell,

03/25/2025

Signature Page

Resolution No. 2025-03.25.00

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.

03/25/2025

2025-03.25.pp

A resolution authorizing the approval of a one-year contract extension between TeamHealth/Premier Physicians Services, Inc. and the Fairfield County Sheriff's Office.

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

WHEREAS, as the current contract was set to expire on April 30, 2025; and

WHEREAS, Team Health/Premier Physicians Services Inc. has provided a letter offering to provide healthcare services for an additional one year contract as stated in the contract executed April 28, 2020 by resolution 2020-04.28.0; and

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

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

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

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

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

Prepared by: Mendi Rarey

Sheriff

2020-04.28.o

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

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

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

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

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

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

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

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

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

AGREEMENT

between

Premier Physician Services, Inc.

and

Fairfield County Sheriff's Office

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

RECITALS

- A. AGENCY operates correctional facilities that require healthcare services delivered at the Fairfield County Jail located at 345 Lincoln Avenue, Lancaster, Ohio.
- B. PPS is an Ohio corporation which is licensed to do business in the State of Ohio and which provides correctional health care services through physicians, physician extenders, nurses, and paraprofessionals qualified to practice medicine or nursing in the State of Ohio.
- C. AGENCY intends to contract with PPS to provide the professional and medico-administrative components involved in the provision of health care services to AGENCY. The sole interest and responsibility of AGENCY is to ensure that services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. Accordingly, AGENCY shall only exercise that degree of control over PPS as is mutually understood and agreed upon and specifically included in this Agreement.

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

ARTICLE 1. SERVICES AND STAFFING

- 1.1 Clinical Services and Staffing. The staffing plan is based on an average daily detained population of 320. If the average daily population significantly increases or decreases during the term of this Agreement, as reasonably determined by the parties, the parties shall adjust the frequency of physician sick call, health care provider coverage, and the compensation to be paid pursuant to Exhibit A. PPS shall provide:
 - 1.1.1 On-site nurse coverage consisting of two hundred thirteen (213) hours per week as well as on-call consultation services of a nurse or physician during times when a health care provider is not on-site. Physician or advanced practice clinician visits on a weekly basis. The staffing plan will include a nursing supervisor Mondays through Fridays from 7:00 am to 4:00 pm or at adjusted hours should operational needs change as well as 24/7 on-site nursing coverage with exception of eight agreed upon holidays.
- 1.2 Administrative Services. In order to fulfill its commitment to quality, comprehensive

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

- 1.2.1 Develop health care policies and procedures in accordance with the Bureau of Adult Detention standards for Jails in Ohio;
- 1.2.2 Serve as liaison between the AGENCY and local hospital(s), specialty clinics, health departments, EMS system, accreditation agencies, Ohio State Board of Pharmacy, mental health agencies, and private community health care providers;
- 1.2.3 Ensure continuous quality improvement monitoring of all health care operations;
- 1.2.4 Ensure proper health record development and maintenance;
- 1.2.5 Facilitate administrative meetings between the AGENCY and health care providers.
- 1.2.6 PPS will provide officer training on health related topics on dates and times as mutually agreed to by both parties.
- 1.3 Value-Added Services. PPS will work to enhance existing services or add services as available in the future as agreed by both parties such as diagnostic lab and radiology services, pharmaceutical cost containment, and biohazardous medical waste removal program.
- 1.4 Exclusive Provider. PPS will be the exclusive provider of correctional health care and related services at AGENCY during the term of this Agreement. AGENCY agrees for itself, its subsidiaries, affiliates, and successors that during the term of this Agreement that it will neither establish any interest in or any affiliation with a similar or like facility or provider which would be in direct or indirect competition with services provided by PPS under the terms of this Agreement.
- 1.5 **Regulatory Compliance.** It is mutually understood and agreed that all applicable and known provisions of law and other rules and regulations of any and all governmental authorities having jurisdiction over the operation of the AGENCY shall be fully complied with by all parties hereto.
- 1.6 **Non-Discrimination in Treatment, Evaluation, and Disposition.** PPS shall perform all health care services required in the treatment, evaluation, and disposition of any detainee in the correctional facility without regard to race, religion, gender, sexual orientation, handicap, age, or his/her ability to pay.
- 1.7 **Provider Staff Changes.** In the event that service to the required professional and ethical standards is not being provided by any of the provider employees of PPS, AGENCY may request the reassignment of such provider. Such requests shall be in writing to the PPS Director of Correctional Health Care only after all practical, reasonable and appropriate attempts have been made by AGENCY and PPS to reach a mutually satisfactory resolution. Causes for immediate reassignment shall include, but are not limited to:
 - 1.7.1 Loss of license to practice medicine or nursing;
 - 1.7.2 Serious misconduct;

- 1.7.3 Material violation of the terms of this Agreement subject to reasonable disputes raised in good faith;
- 1.7.4 Repeated conduct inconsistent with accepted professional behavior;
- 1.7.5 Major violations of AGENCY's rules, regulations, policies or procedures.

ARTICLE 2. EMPLOYMENT STATUS

2.1 Professional Employees.

- 2.1.1 **Definition of "Employee."** For the purposes of this Agreement, the term "employee" shall be interpreted to mean all providers practicing within the correctional facility under an arrangement with PPS, regardless of whether this arrangement is as a member of the corporation, as an employee of via a contract or subcontract or otherwise, with PPS.
- 2.1.2 **Qualifications.** For providing health care services under the terms of this Agreement, PPS shall only employ or contract with providers who are qualified and licensed to practice medicine or nursing in the State of Ohio.
- 2.2 **Independent Contractors.** No individual provision herein, nor the provisions of the Agreement as a whole, is to be interpreted in such a manner as to create an employer-employee relationship between AGENCY and PPS or between AGENCY and the subcontractors of PPS. Consequently, neither PPS nor any of its employees shall be eligible to participate in any benefit program provided by AGENCY. In the performance of the work duties and obligations specified in this Agreement, it is mutually understood and agree that PPS and its subcontractors are at all times acting and performing as independent contractors. It is further understood that subcontractors of PPS are practicing their profession of medicine or nursing as subcontractors of PPS and not of AGENCY.
- 2.3 **Employees' Continuing Medical Education.** Professional development for the PPS health care providers shall be the responsibility of PPS. The costs of continuing medical education shall be at the expense of PPS. Employees of PPS shall participate in continuing medical education programs as are necessary to ensure that they remain current in regard to the latest technology and the latest procedures to assist them in their treatment of patients in the correctional facilities.
- 2.4 **Employment Tax Liability.** PPS shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc., and for the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

ARTICLE 3. AGENCY SPACE, EQUIPMENT, AND RESPONSIBILITIES

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

- 3.2 **Equipment.** AGENCY shall make available to PPS such equipment as is necessary for the operation and efficient conduct of clinical operations. AGENCY agrees that the equipment provided will be modern, well maintained, and in sufficient quantity to ensure that PPS's personnel are able to render high-quality health care services. It is understood by both parties that the provision of this service is to ensure the safety of patients and other personnel in the correctional facility. AGENCY agrees to provide customary preventive maintenance for the equipment in a manner which will ensure minimal down time, to make timely replacement of unserviceable equipment, and to update equipment to keep current with technological advances.
- 3.3 Other Responsibilities. AGENCY shall also be responsible for providing and all costs associated with pharmaceutical and medical supplies necessary for PPS' operations under this Agreement, as well as health record supplies, mental health services, dental services, diagnostic services (lab and radiology), and off-site care for all AGENCY detainees.

ARTICLE 4. LIABILITY INSURANCE AND PROFESSIONAL PRACTICE RESPONSIBILITY

- 4.1 **Liability Insurance.** In order to cover the services rendered by PPS under this Agreement, PPS shall obtain appropriate professional liability insurance coverage for its provider employees and contract providers during the term of this Agreement.
 - 4.1.1 Comprehensive General Liability \$1,000,000 bodily injury and property damage per occurrence and aggregate.
 - 4.1.2 Medical Malpractice \$1,000,000 per occurrence, \$3,000,000 aggregate
 - 4.1.3 Standard Worker's Compensation and Employer's Liability Insurance at a minimum of \$1,000,000.

4.2 Professional Practice Responsibility.

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

ARTICLE 5. COMPENSATION FOR SERVICES

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

ARTICLE 6. TERM AND TERMINATION

- 6.1 **Term.** This Agreement shall remain in full force and effect for a term of three (3) years beginning on May 1, 2020 ("Effective Date") and ending on April 30, 2023. Thereafter, this Agreement shall renew only upon mutual agreement of the parties for one (1) term of one (1) year unless terminated under Section 6.2 of this Agreement.
- 6.2 **Termination.** This Agreement may be terminated with cause for failure of either party to abide by its terms. In such case, a thirty (30) day advance written notice of termination will be provided by the non-breaching party to the other at which time the breaching party may elect to terminate the Agreement or cure its default. If the default is not cured within thirty (30) days after written notice has been delivered to the breaching party, this Agreement shall cease immediately upon written notice of the non-breaching party to the breaching party. Notwithstanding the above, this Agreement may be terminated without cause by either party by written notice with a ninety (90) day notification.

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

ARTICLE 7. GENERAL PROVISIONS

- 7.1 **No Waiver.** The waiver by either party of any breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.
- 7.2 **Assignability.** This Agreement and any rights under it are not assignable, and such assignment is expressly prohibited by either party.
- 7.3 Entire Agreement. This Agreement contains the entire agreement of all parties hereto and no other oral or written agreement shall be binding or obligating upon any of the parties. This Agreement supersedes all prior agreements, contracts, and understandings whether written or otherwise between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 7.4 **Partial Invalidity.** In the event that any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be constructed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 7.5 **Amendments.** This Agreement or its Attachments may be amended at any time by mutual agreement of the parties hereto provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties.
- 7.6 Annual Review. This Agreement shall be reviewed by AGENCY and PPS annually to

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

- 7.7 **State of Ohio Law to Apply.** This Agreement shall be constituted under and in accordance with the laws of the State of Ohio.
- 7.8 **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees where permitted by this Agreement.
- 7.9 **Captions.** The headings and captions contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- 7.10 **Notices.** Any notice or other communication by either party to the other shall be in writing and shall be deemed to have been given if either delivered personally or mailed, postage prepaid, registered or certified mail, addressed as follows:

If to PPS:

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

If to AGENCY:

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

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

SIGNATURES

In witness whereof, the	he parties hereto 1_, 2020.	have executed	this Agr	eement th	nis	day	of
Premier Physician Serv	vices, Inc.						
Dr. David Istvan, MD President		Date					
Fairfield County Sheri David Phalen Sheriff	ff's Office	5-11-20 Date					
Steve Davis Commissioner Leff Fix Commissioner David L. Levacy Commissioner	d of Commissioner	Date 4.28.2 Date 4.28 Date 4-28 Date	.20				
APPROVED BY FAIRFI	ELD COUNTY PRO		<u> </u>				

SIGNATURES

In witness whereof, the parties hereto have	ve executed this Agreement this day of
Premier Physician Services, Inc. Dr. David Istvan, MD President	5/4/2030 Date
Fairfield County Sheriff's Office	
David Phalen Sheriff	Date
Steve Davis Commissioner Leff Fix Commissioner David L. Levacy Commissioner APPROVED BY FAIRFIELD COUNTY PROSE	4.28.20 Date 4.28.20 Date 4-28-20 Date CCUTOR:
	Date

EXHIBIT A COMPENSATION FOR SERVICES

- A.1 **Compensation.** AGENCY shall pay PPS for the provision of clinical and medico-administrative services described herein in the amount of Four Hundred Eighty-One Thousand Dollars (\$481,000.00) per year, subject to inflationary adjustment.
- A.2 **Method of Compensation Payment.** AGENCY shall pay PPS under Section A.1 in monthly installments in the amount of Forty Thousand Eighty-Three and 33/100 Dollars (\$40,083.33) per month during each year of this Agreement's term, subject to inflationary adjustment.
- A.3 **Inflationary Adjustment**. The compensation fee for services shall be subject to annual increases, on each anniversary date of the services start date, at the lower of three percent (3%) or the Consumer Price Index US City Average, Medical Care (CPI-U) (issued by the U.S. Department of Labor, Bureau of Labor Statistics).

TEAMHealth.

Jail Health Services, Inc. Correctional Medicine, Northeast Group www.teamhealth.com

March 14, 2025

Fairfield County Sheriff Office 345 Lincoln Ave Lancaster, Ohio 43130

To whom it may concern,

This letter serves as a mutual agreement between TeamHealth/Premier Physicians Services, Inc. and Fairfield County Sheriff's Office to renew the correctional medicine services provided by TeamHealth to Fairfield County Sheriff's Office. This mutual agreement will suffice the additional +1 year contract terms and will go into effect on May 1, 2025 and continue to May 1, 2026.

TeamHealth appreciates the continued collaboration with Fairfield County Sheriff's Office and looks forward to the year ahead. If any questions, please reach out.

Respectfully,

Judy Hartley

Director of Correctional Medicine, Northeast Group

Email: judy_hartley@teamhealth.com

Cell: 330.206.4856

ORIGINAL

Z IV Last Mail Sticet

Carrí L. Brown, PhD, MBA, CGFM

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130 Revisions: 000 PUICHAGES AND SHIPPING PARESS Urger

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

744 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2026

B FAIRFIELD COUNTY SHERIFF 345 LINCOLN AVE LANCASTER, OH 43130 Phone: 740-652-7327

VENDOR

Ó

PREMIER PHYSICIANS SERVICES PO BOX 634850 CINCINNATI, OH 45263-4850 SHIP PTO

FAIRFIELD COUNTY SHERIFF 345 LINCOLN AVE LANCASTER, OH 43130 Phone: 740-652-7327

VENDOR PROME N	IUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
937-312-332	6		914	
DATE ORDERED	VENDOR NUMBER	R DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2025	13063			SHERIFF-ADMIN

PO Requisitioner Name: Emylee Noel Gussler

E mail Address: emylee.gussler@fairfieldcountyohio.gov

ITEM#	DESCRIPTION / PART #		QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MEDICAL SERVICE CONTRACT		1.0	EACH	\$567,015.00	\$567,015.00
	GL Account: 23100101 - 533011	\$567,015.00				

GL SUMMARY23100101 - 533011 \$567,015.00

Invoice Date//	Invoice Amount \$	To Be paid//	Warrant #
COUNTY AUDITOR'S CERTIFICATE			

It is hereby certified that the amount \$567,015.00 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: 01/01/2025

Auditor Fairfield County, OH

Purchase Order Total \$567,015.00

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 Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—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):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) Other: renewal (cite to authority or explain why matter is exempt from competitive bidding)
G. Agreement not subject to Sections A-F (explain): renewal
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 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 No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on https://doi.org/10.1006/j.com/page/10.000 Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this 11 day of March 2025 Michael Carey Hi
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.*

Rev**03/25/20/25** Eff. 1-1-25 to 12-31-25

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a One-Year Contract Extension Between TeamHealth/Premier Physicians Services, Inc. and the Fairfield County Sheriff's Office

(Fairfield County Sheriff)

Approved as to form on 3/17/2025 11:08:31 AM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.pp

A Resolution Authorizing the Approval of a One-Year Contract Extension Between TeamHealth/Premier Physicians Services, Inc. and the Fairfield County Sheriff's Office

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-03.25.qq

A resolution to appropriate from unappropriated in a major expenditure object category for Sheriff's Office Fund 2442 Commissary.

WHEREAS, additional appropriations are needed in the major expenditure object category for 2442 Commissary; and

WHEREAS, appropriating 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: \$20,000.00

\$20,000.00 23244200 Materials & Supplies

Prepared by: Mendi Rarey

cc: Sheriff

Appropriate from Unappropriated For Auditor's Office Use Only:

\$20,000.00

2442; 23244200; 560000; Materials & Supplies; \$20,000.00

Please appropriate \$20,000.00 from unappropriated to the above object codes.

Signature Page

Resolution No. 2025-03.25.qq

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office Fund #2442, Commissary

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Transit and Lancaster City Schools

WHEREAS, Fairfield County Transit is requesting the Board of Commissioners approval of a service agreement with The Lancaster City Schools, 2780 Coonpath Rd NE Lancaster Ohio, 43130; and

WHEREAS, the purpose of the service agreement is to provide transportation services for The Lancaster City Schools; and

WHEREAS, this agreement shall be effective August 1st, 2025 through July 30th, 2026.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached service agreement with The Lancaster City Schools.

Prepared by: Courtney Martin

cc: Aaron Kennedy

SERVICE AGREEMENT

Fairfield County Transit and Lancaster City Schools

This Service Agreement ("Agreement") is entered into by and between the Fairfield County Transit ("FCT") and Lancaster City Schools ("School").

WHEREAS, FCT is a public transit agency that agrees to provide special needs transportation for students of School subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the School agrees to purchase said services from FCT according to the terms and conditions set forth in this Agreement;

NOW THEREFORE, FCT and the School agree and covenant as follows:

- 1. <u>HOURS OF OPERATION</u>. Transit service will be provided by FCT during its regular operating hours. FCT is closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas.
- 2. <u>FARE</u>. Transit service will be provided by FCT at a rate of \$18.00 per trip. This rate shall apply to each trip (base to base) for the 2025-2026 school year. In the event of additional riders consisting of the same pick-up location, an additional charge of \$5.00 per trip will be in effect per individual thereafter. These rates shall apply to each trip (base to base) for the 2025-2026 school year.
- **3. AUTHORIZATION.** The School will prepare a list of persons who are approved to authorize or cancel Student rides and submit list to FCT. The School is responsible for maintaining accuracy of the list by removal and addition of eligible names, as updates are needed.
- 4. <u>RIDE SCHEDULING.</u> The School will provide the school year calendar as the schedule of rides for the Student. This calendar will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in <u>Section 8</u> of this Agreement. The School understands that this transportation is not a charter service and all transportation is open to the general public.
- **5. FCT GUARANTEE**. FCT guarantees that it will perform all scheduled rides at the scheduled time unless the Fairfield County Sheriff or his Designee declares an emergency and closes the roads.
 - FCT guarantees that all drivers have completed and passed FBI/BCI checks as required by the State of Ohio for all public transit systems.
- **6. PERSONAL CARE ATTENDANTS.** FCT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.

- 7. TRANSPORT OF MINOR CHILDREN. FCT, by design, has not adopted a written policy regarding the transportation of minor children. This has allowed for discretionary decisions to be made according to individual circumstances. All drivers have been screened through criminal background checks, and all vehicles are equipped with video recording equipment; however, and depending upon the circumstances, FCT will make exceptions to this internal rule if all parties (parents, guardians, case managers, school personnel, etc.) are aware that the purpose of the trip is for transportation only. Drivers are not expected to provide supervision to minor children and are not responsible to "hand-off" passengers to responsible parties in a chain-of-custody manner upon arrival at a destination. It is expected that if a minor child is to be transported by FCT, that any agency making such requests will provide prudent and necessary guardianship for the minor child during the transportation.
- **8. RIDE CANCELLATIONS.** To cancel a ride, an authorized person must notify FCT dispatcher at least 30 minutes prior to the scheduled pick-up time. If a cancellation is not received at least 30 minutes in advance, the ride will be considered a "late cancellation" and will be billed to the School at a rate of \$18.00. Ride <u>cancellations</u> may be made through a voicemail system that is available 24 hours a day as well as having personnel available beginning at 6:00 am on normal operating days at (740) 681-5086.
- 9. NO-SHOW RIDES. If the FCT arrives at a designated location to pick-up a Student and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be included into the regular rate.
- **10. INAPPROPRIATE BEHAVIORS**. The following behaviors are not permitted by drivers or Students while on board any vehicle:
 - A) Smoking
 - B) Expectorating
 - C) Eating or Drinking
 - D) Consumption of alcoholic beverages
 - E) Rude, offensive, abusive language or behavior
 - F) Sexual harassment
 - G) Concealed Weapons

FCT reserves the right to deny service permanently or temporarily or to remove any Student who engages in any of these behaviors. If a Student has been denied service because of behavior at pick-up point, the School will be notified immediately. The Student will not be transported until reauthorized in writing by the School. In addition to FCT's rights to deny service, the School will not reauthorize transport for a Student who has been denied service for behavior problems three times.

- **11. BILLING**. FCT will, within five (5) working days of the end of each month, submit an invoice to the School. Payment will be due within thirty (30) days of statement date.
- **12.** <u>CIVIL RIGHTS.</u> FCT and the School agree that, as a condition to this Agreement, there shall be no discrimination against any student or any employee because of race, color, sex,

religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that FCT will comply with all appropriate federal and state laws regarding such discrimination.

13. ADDITIONAL REQUIREMENTS OF AGREEMENT.

- A) FCT conducts FBI/BCI checks for all employees.
- B) FCT agrees to comply with 45 CFR 164.504(E)(1) for safeguarding and limiting access to information concerning beneficiaries.
- C) FCT will allow the representatives of the US Department of Human Services, ODJFS, ODE or their respective designee access to books, documents, and records.
- D) FCT acknowledges it is not suspended or debarred.

14. INDEMNITY/INSURANCE FOR TWO POLITICAL SUBDIVISIONS.

Indemnity: The Parties are political subdivisions of the state of Ohio or are boards, departments, entities, or parts thereof. As such, the Parties lack authority to indemnify. Therefore, the Parties understand and agree that each Party is and shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Agreement. The Parties agree to be individually and solely responsible for all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Agreement.

<u>Insurance</u>: To meet their obligations, FCT agrees to maintain continuous coverage for Auto Liability, General Liability and Physical Damage. The limits for each liability line of coverage shall be a minimum of \$1,000,000 per occurrence. As proof of coverage, and without granting further legal rights, FCT shall provide a certificate of coverage to School. FCT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this Agreement, Workers' Compensation Insurance or self-insurance.

- **15.** <u>ASSIGNMENT.</u> School agrees that FCT shall have the ability to assign this Agreement to a successor in interest upon the same terms and conditions included herein in its sole discretion.
- **16.** <u>TERM.</u> This Agreement takes effect July 1, 2024, and terminates on June 30, 2025. Either party can terminate the Agreement with thirty (30) days' written notice.

[Signature page to follow]

·	have caused this Agreement to be made and, 2025, by their respective authorized
Fairfield County Transit	Lancaster City Schools
Fairfield County Commissioners	Name:
	Title:
Administrative Office:	Billing Address:
746 Lawrence Street	Lancaster City Schools
Lancaster OH 43130	345 E. Mulberry Street
Phone: 687-6858	Lancaster, Ohio 43130
Approved as to form ONLY:	
Amy Brown-Thompson, Fairfield County Pro	osecutor

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Transit and Lancaster City Schools

(Fairfield County Transit)

Approved as to form on 3/20/2025 3:55:02 PM by Steven Darnell,

Signature Page

Resolution No. 2025-03.25.rr

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Transit and Lancaster City Schools

(Fairfield County Transit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing an account to account transfer for MCU Fund 7829 (Subfund 8353) Justice Assistance Grant 23

WHEREAS, appropriations are needed to cover expenses for 2025; and

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

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

Section 1. That the transfer of appropriations in the amount of \$1,525.00 is hereby authorized as follows:

FROM: 78782924 Contract Services TO: 78782924 Personal Services 78782924 Fringe Benefits

Section 2. That the transfer of appropriations in the amount of \$850.00. is hereby authorized as follows:

FROM: 78782924 Material & Supplies TO: 78782924 Personal Services

Prepared by: Christy Noland

cc: EMA

A resolution authorizing an account to account transfer for MCU Fund 7829 (Subfund 8353) Justice Assistance Grant 23

Section 1. That the transfer of appropriations in the amount of \$1,525.00 is hereby authorized as follows:

FROM: 78782924 558000 Travel Reimbursement -\$1480.00

78782924 530000 Contract Services -45.00

TO: 78782924 511010 Salaries +\$1480.00

78782924 521025 EAP +\$45.00

Section 2. That the transfer of appropriations in the amount of \$850.00. is hereby authorized as follows:

FROM: 78782924 560000 Materials and Supplies -\$850.00

TO: 78782924 511010 Salaries +\$850.00

Prepared by: Christy Noland

cc: EMA

Signature Page

Resolution No. 2025-03.25.ss

A Resolution Authorizing an Account-to-Account Transfer for MCU Fund #7829, Sub Fund #8353, Justice Assistance Grant 23

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-03.25.tt

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 March 27, 2025.

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

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department

	Check				Invoice				
Check #	Date	Vend #	Vendor Name	Invoice #	Date	PO#	Warrant	Line Item Description	Amount
1200 - CO	MMISSION	ERS AD	MIN						
	FUND: 100	1 - GEN	ERAL FUND						
5423565	3/27/2025	940	CCAO	2/13/25	2/13/2025	185	C0325	2025 ADMIMISTRATOR'S ASSOCIATION DUES	380.00
								TOTAL: COMMISSIONERS ADMIN	380.00

3/20/25/294.53 PM

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department

Ob a alv #	Check	\/a = d 4	4. Mandar Nama	lavaiaa #	Invoice	DO #	10/	Line Here Description	A
Check #	Date	vena #	Vendor Name	Invoice #	Date	PO #	Warrant	Line Item Description	Amount
1270 - CC	MM-MAIN	TENANC	E						
	FUND: 34	35 - PER	RMANENT IMPROVEMENT FU	JND					
5423566	3/27/2025	1029	GARLAND COMPANY INC	42785250502	2/28/2025	2400702	9 C0325	239 E MAIN - ROOF 2/28/25	148,515.35
								TOTAL: COMM-MAINTENANCE	148,515.35
								Summary Total for this report:	148,895.35

3/20/25/294.53 PM

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$380.00
1270 - COMM-MAINTENANCE	\$148,515.35
Summary Total For This Report:	\$148,895.35
Commissioner Steven A. Davis	
Commissioner Jeffery M Fix	
Commissioner David L Levacy	

3/20/25/294.53 PM

Signature Page

Resolution No. 2025-03.25.tt

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.













